

TEXAS FAMILY LAW PRACTICE MANUAL

2022

Forms

Texas Family Law Practice Manual
2022 Edition

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A project of the
Council of the Family Law Section
of the
State Bar of Texas



Austin

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ISBN (print): 978-1-956363-06-7
ISBN (digital download): 978-1-956363-07-4
ISBN (online): 978-1-956363-08-1
Library of Congress Control Number: 2022935020

© 1973, 1974, 1980, 1982, 1984, 1986–1996, 1998–2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022

State Bar of Texas
Austin, Texas 78711
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Austin, Texas 78711

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Printed in the United States of America

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2022 Edition

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Texas Family Law Practice Manual

Forms

Volume 1

List of Chapters	ix
Summary of Contents	xi
Introduction	xvii
1 Ethics and Malpractice Considerations	1
2 Attorney-Client Relationship and Communications	3
3 Divorce Pleadings	57
4 Divorce—Temporary Orders	257
5 Discovery	343
6 Information Gathering and Third-Party Notices	535
7 Inventory and Appraisal	591
8 Ancillary Motions and Proceedings	703
9 Child Support	873
<i>[Chapters 10 through 12 are reserved for expansion.]</i>	
13 Court-Ordered Representatives	959
14 Judicial Bypass	1003
15 Collaborative Law	1031
16 Parenting Plans, Parenting Coordinators, and Parenting Facilitators	1
17 Protective Orders	93
18 Alternative Dispute Resolution and Informal Settlement	209
19 Trial Proceedings	331
20 Attorney's Fees	379
<i>[Chapters 21 and 22 are reserved for expansion.]</i>	
23 Divorce—Decrees and Agreements Incident to Divorce	393
24 Closing Documents	663
25 Employment and Retirement Benefits	789
26 Posttrial Proceedings and Appeals	941
27 Mandamus	1035

[Chapters 28 through 30 are reserved for expansion.]

31	Enforcement—Property	1
32	Enforcement—Spousal Maintenance and Alimony	51
33	Enforcement—Child Support	135
34	Enforcement—Possession and Access	293
35	Contempt.	377
36	Physical Possession of Child	401
	<i>[Chapters 37 through 39 are reserved for expansion.]</i>	
40	Original Suit Affecting Parent-Child Relationship.	445
41	Modification of Texas Orders.	655
42	Transfer.	909
43	Interstate Proceedings.	925
44	Grandparents and Other Nonparents.	967
45	Military Duty of Conservator	1
46	Authorizations for Care of Child	91
	<i>[Chapters 47 through 49 are reserved for expansion.]</i>	
50	Termination.	149
51	Adoption of Child.	245
52	Combined Termination and Adoption of Stepchild	271
53	Ancillary Forms for Termination and Adoption.	339
54	Parentage.	437
55	International SAPCR Issues	529
56	Miscellaneous SAPCR and Other Child-Related Forms	577
	<i>[Chapters 57 through 59 are reserved for expansion.]</i>	
60	Adoption of Adult.	671
61	Miscellaneous Litigation.	681
62	Annulment and Suit to Declare Marriage Void	737
63	Property Agreements	785
64	Retrieval of Personal Property	1015
	Subject Index to Forms	1029
	List of Forms by Title	1051

List of Chapters

VOLUME 1

- 1** Ethics and Malpractice Considerations
- 2** Attorney-Client Relationship and Communications
- 3** Divorce Pleadings
- 4** Divorce—Temporary Orders
- 5** Discovery
- 6** Information Gathering and Third-Party Notices
- 7** Inventory and Appraisement
- 8** Ancillary Motions and Proceedings
- 9** Child Support
- 10–12** reserved
- 13** Court-Ordered Representatives
- 14** Judicial Bypass
- 15** Collaborative Law

VOLUME 2

- 16** Parenting Plans, Parenting Coordinators, and Parenting Facilitators
- 17** Protective Orders
- 18** Alternative Dispute Resolution and Informal Settlement
- 19** Trial Proceedings
- 20** Attorney's Fees
- 21–22** reserved
- 23** Divorce—Decrees and Agreements Incident to Divorce
- 24** Closing Documents
- 25** Employment and Retirement Benefits
- 26** Posttrial Proceedings and Appeals
- 27** Mandamus
- 28–30** reserved

VOLUME 3

- 31** Enforcement—Property

- 32** Enforcement—Spousal Maintenance and Alimony
- 33** Enforcement—Child Support
- 34** Enforcement—Possession and Access
- 35** Contempt
- 36** Physical Possession of Child
- 37–39** reserved
- 40** Original Suit Affecting Parent-Child Relationship
- 41** Modification of Texas Orders
- 42** Transfer
- 43** Interstate Proceedings
- 44** Grandparents and Other Nonparents

VOLUME 4

- 45** Military Duty of Conservator
- 46** Authorizations for Care of Child
- 47–49** reserved
- 50** Termination
- 51** Adoption of Child
- 52** Combined Termination and Adoption of Stepchild
- 53** Ancillary Forms for Termination and Adoption
- 54** Parentage
- 55** International SAPCR Issues
- 56** Miscellaneous SAPCR and Other Child-Related Forms
- 57–59** reserved
- 60** Adoption of Adult
- 61** Miscellaneous Litigation
- 62** Annulment and Suit to Declare Marriage Void
- 63** Property Agreements
- 64** Retrieval of Personal Property
- Subject Index to Forms
- List of Forms by Title

Summary of Contents

A detailed chapter table of contents immediately precedes the text of each chapter.

Introduction

Overview of how to use the manual and features available in the online and downloadable digital versions of the manual

1 Ethics and Malpractice Considerations

Discussion of the regulation of lawyers and law practice, accountability for professional responsibility, liability for professional malpractice, and ineffective assistance of counsel in Texas, with emphasis on family law practice

2 Attorney-Client Relationship and Communications

Practice notes and forms for employment agreements and related correspondence with client about case; basic data-collection forms for family law cases

3 Divorce Pleadings

Practice notes and forms on petitioner's divorce pleadings, including petition, temporary restraining orders, and motion for nonsuit; respondent's pleadings, including special appearance, plea in abatement, original answer, and waiver; and additional causes of action

4 Divorce—Temporary Orders

Practice notes and forms for temporary orders, including modification and extension of temporary orders and motions for counseling

5 Discovery

Practice notes and forms for formal discovery, including requests for disclosure, required disclosures, pattern interrogatories, requests for admissions, requests for production of documents, requests for entry upon property, and pattern language for subpoenas

6 Information Gathering and Third-Party Notices

Practice notes, including useful websites, and forms for informal discovery, including various form letters about assets, records authorizations, and forms for lis pendens

7 Inventory and Appraisement

Practice notes and inventory and appraisement forms

8 Ancillary Motions and Proceedings

Practice notes and forms concerning attorneys and judges, service of citation, foreign law, joinder of causes, ancillary relief, witnesses, indigence, and maintaining suit

9 Child Support

Practice notes and forms relating to child support, including medical and dental support, withholding from earnings, and support of a disabled child

[chapters 10 through 12 reserved]

13 Court-Ordered Representatives

Practice notes and forms relating to attorneys ad litem, guardians ad litem, and amicus attorneys, including appointment, pleadings, expenses, and withdrawal

14 Judicial Bypass

Practice notes and forms for abortion without parental notification and consent

15 Collaborative Law

Practice notes and forms for collaborative law proceedings, including retainer letter, participation agreements, required status reports and notices, and settlement agreements

16 Parenting Plans, Parenting Coordinators, and Parenting Facilitators

Practice notes and forms related to parenting plans and parenting coordinators and facilitators, including a basic plan, other possible provisions, and appointment and removal of coordinator and facilitator

17 Protective Orders

Practice notes and forms regarding protection against family violence under title 4

18 Alternative Dispute Resolution and Informal Settlement

Practice notes and forms regarding alternative dispute resolution and informal settlement, with mediation and arbitration forms including motions, checklists, rules, mediated and informal settlement agreements, arbitration decision and award, and reports to the court

19 Trial Proceedings

Practice notes and forms for pretrial conference, preferential setting, continuance, stay, division of property, conference with child, and various aspects of jury trial, including judgment non obstante veredicto and directed verdict

20 Attorney's Fees

Practice notes on setting, proving up, and collecting attorney's fees and statutory authority for fees; forms for intervention for fees and prove-up script

[chapters 21 and 22 reserved]

23 Divorce—Decrees and Agreements Incident to Divorce

Practice notes, including tax considerations; forms for final decree of divorce, including provisions for conservatorship and support of children, division of property, tax language, and injunctions; additional provisions for sale of real estate; statement of evidence; complex agreement incident to divorce; and prove-up questions, affidavit, and declaration

24 Closing Documents

Practice notes and forms for transfer of automobile, land, utility deposits, insurance benefits, miscellaneous property, and stock certificates; correspondence regarding insurance; and correspondence with client

25 Employment and Retirement Benefits

Practice notes and forms relating to stock options and the division and direct payment of various types of retirement benefits, including qualified domestic relations orders for private and state plans, provisions for military retirement, orders dividing federal civil service and federal employees retirement benefits and railroad retirement benefits, assignment of interest in individual retirement account, and petition for postdivorce domestic relations order

26 Posttrial Proceedings and Appeals

Practice notes and forms relating to proceedings after trial, including new trial, setting aside default judgment, temporary orders pending appeal, findings of fact and conclusions of law, judgment nunc pro tunc, notice of appeal, withdrawing exhibits, and sealing court records

27 Mandamus

Practice notes regarding mandamus, including subjects thereof; forms for mandamus for return of child and for transfer of cause

[chapters 28 through 30 reserved]

31 Enforcement—Property

Practice notes and forms for proceedings, including clarification and contempt, for the enforcement of orders dividing marital property

32 Enforcement—Spousal Maintenance and Alimony

Practice notes regarding spousal maintenance and alimony and forms regarding the enforcement of an award of spousal maintenance under the Family Code, including income withholding, QDROs, and contempt

33 Enforcement—Child Support

Practice notes and forms for proceedings for the enforcement of orders for the payment of child support, including contempt, withholding from earnings, QDROs, money judgments, security, child support lien, and suspension and denial of renewal of license

34 Enforcement—Possession and Access

Practice notes and forms for proceedings for the enforcement of orders for possession of and access to a child, including clarification, contempt, security, and suspension of license

35 Contempt

Practice notes and forms for contempt proceedings, including habeas corpus actions to release an adult

36 Physical Possession of Child

Practice notes and forms for proceedings to order delivery of children before the court through attachment, habeas corpus actions to return children, and expedited enforcement of child custody determinations under the Uniform Child Custody Jurisdiction and Enforcement Act

[chapters 37 through 39 reserved]

40 Original Suit Affecting Parent-Child Relationship

Practice notes and forms for original suits to establish conservatorship or support of a child if no divorce is sought

41 Modification of Texas Orders

Practice notes and forms for proceedings to modify orders of Texas courts concerning the conservatorship, possession and access, or support of children and concerning spousal maintenance

42 Transfer

Practice notes and forms for proceedings to transfer suits affecting the parent-child relationship

43 Interstate Proceedings

Practice notes and forms concerning the Uniform Child Custody Jurisdiction and Enforcement Act, the Parental Kidnapping Prevention Act, the Uniform Interstate Family Support Act, and the Full Faith and Credit for Child Support Orders Act

44 Grandparents and Other Nonparents

Practice notes and forms concerning proceedings in which a grandparent seeks possession of or access to a child, for proceedings in which a grandparent or other nonparent seeks to intervene in a suit affecting the parent-child relationship, and for proceedings in which a sibling seeks access to a child

45 Military Duty of Conservator

Practice notes and forms concerning temporary orders with regard to rights, duties, possession, access, and support to be effective during the military deployment, military mobilization, or temporary military duty of a conservator

46 Authorizations for Care of Child

Practice notes and forms concerning Family Code provisions for care of children by nonparents, including temporary authorizations for care of a child, agreements authorizing adult caregivers to perform statutorily permitted acts in regard to children, and temporary authorizations for voluntary inpatient mental health services for a child

[chapters 47 through 49 reserved]

50 Termination

General information on termination and adoption; practice notes and forms for actions to terminate the parent-child relationship without providing for the adoption of the child

51 Adoption of Child

General information on termination and adoption and on birth records; forms for actions to adopt a child in which no termination of the parent-child relationship is required

52 Combined Termination and Adoption of Stepchild

Practice notes and forms for actions to terminate the parental rights of one natural parent (including an alleged father) and to adopt the child by the other parent's spouse

53 Ancillary Forms for Termination and Adoption

Forms, other than petitions and decrees, for termination and adoption actions and for other suits affecting the parent-child relationship

54 Parentage

Practice notes and forms for all judicial proceedings relating to parentage, including parentage based on a validated gestational agreement and suits seeking to set aside acknowledgments of paternity

55 International SAPCR Issues

Practice notes on the Prevention of International Parental Child Abduction Act, adoption of foreign-born children, and the Hague Convention and International Child Abduction Remedies Act and forms for prevention of international parental child abduction and registration of foreign adoption order

56 Miscellaneous SAPCR and Other Child-Related Forms

Variety of forms used in many child-related proceedings, including UCCJEA affidavit; health and dental insurance statements; motions and orders regarding child custody evaluation, parent education course, drug screening, and passports and travel; and split possession order

[chapters 57 through 59 reserved]

60 Adoption of Adult

Practice notes and forms for proceedings to adopt an adult

61 Miscellaneous Litigation

Practice notes and forms for bill of review, for breach of contract, for change of name of adult and of child, for obtaining a hardship driver's license, for postdivorce property division, for removal of disabilities of minority, for enjoining harassing behavior, for interference with possessory interest in a child, and for declaratory judgment

62 Annulment and Suit to Declare Marriage Void

Practice notes and forms for actions to annul voidable marriages and actions to declare marriages void

63 Property Agreements

Practice notes and forms for nonmarital cohabitation agreements, premarital agreements, partition or exchange agreements, separation agreements, waivers of disclosure of financial information, property agreements between spouses, agreements to convert separate property to community property, and community interest special warranty deeds

64 Retrieval of Personal Property

Practice notes and forms for obtaining writs to enter a residence and retrieve personal property pursuant to Texas Property Code chapter 24A

Introduction

The forms in this manual were prepared by members of a committee of the Council of the Family Law Section of the State Bar of Texas, and great care has gone into their preparation. The forms represent the best thinking of the practicing lawyers and judges on the committee. Perfection, however, is hard to achieve, and each lawyer using these materials must depend on his or her own expertise and knowledge of the law. The alternative situations that occur most often are covered in the forms. There is, however, no substitute in a particular case for the legal mind, and there is no end to the variations of human problems. Thus, care should be taken to ensure that any form used fits the case and treats the problems of that case.

A substantial debt of gratitude is owed to the more than one hundred members of the family bar who have given thousands of hours of their volunteer time over the years—fifty and counting—to maintain the manual as the most up-to-date, comprehensive, and user-friendly publication of its kind available anywhere.

§ 1 Digital Versions

The *Texas Family Law Practice Manual* is available in two digital versions: online and downloadable. The online version, available by subscription, is accessible on a variety of platforms including PC, mobile phones, and tablets. The downloadable version contains the entire text of the manual as two Adobe Acrobat PDF files (practice notes and forms).

Features of both versions include downloadable State Bar of Texas-copyrighted forms from the manual as editable Word files (and, in some cases, as PDF files) as well as printable or downloadable PDF files of forms available from various state and federal agencies. In both versions, applicable Texas and federal case and statute citations in the practice notes and forms instructions are linked to case reports and main code sections cited via Fastcase online. Both versions are searchable and hyperlinked to allow for easy, rapid navigation to topics of interest.

For more information about the online version, visit www.texasbarpractice.com/texas-bar-books-online/. For more information about the digital download including usage notes, see the material at the end of this introduction titled “How to Download This Manual.”

§ 2 Format and Content

1. Marginal notes and numbers

Longer forms contain marginal notes, which are provided to facilitate the use of the forms and to help in finding the applicable code section, statute, or rule to make the proper legal decision.

Family Code section numbers are used extensively in the petitions and occasionally in other forms; if no other identification accompanies a section number in a marginal note, it refers to a section in the Family Code. Citations to other sources employ the following abbreviations:

CFR	=	C.F.R.
TCPRC	=	Tex. Civ. Prac. & Rem. Code
TGC	=	Tex. Gov’t Code
TIC	=	Tex. Ins. Code
TPenC	=	Tex. Penal Code
TRCP	=	Tex. R. Civ. P.
USC	=	U.S.C.

The numbers and letters above each marginal note provide a rough outline of the contents of the form, often including alternative paragraphs.

2. Optional content

Within major sections of the text of forms, optional paragraphs or items are usually identified by boxed instructions. Further, however, entire major sections of form language

may be inappropriate in a particular case (for example, orders pertaining to children in a case in which no child is involved, or orders pertaining to court-ordered spousal maintenance in a case in which no maintenance is ordered). These major sections are not specifically identified as optional. Because the manual can cover only relatively common situations confronted in family law cases, language needed to address an atypical issue in a particular case may not appear in the form. The user must take care to ensure both that language appearing in the form that is not appropriate for the particular case is eliminated and that any language needed for the particular case that does not appear in the form is added.

3. Typeface conventions

Two typefaces are used in the forms. Material in Times Roman (like most of this page) is appropriate for inclusion in a finished form. In contrast, Arial type is used for marginal notes and for instructions. When the Arial type is used within the form itself (rather than in a marginal note or instruction box), it appears in **boldface** for emphasis.

4. Bracketed material

Several types of bracketed material appear in the forms.

Choice of terms. In a bracketed statement such as “[Petitioner/Respondent],” the user must choose between the terms or phrases within the brackets. The choices are separated by forward slash marks. Alternative letters or phrases may also be indicated by the use of brackets. The most frequent example that appears in the forms is “child[ren],” indicating a choice between the words “child” and “children.”

Optional words. In a phrase such as “[no] termination,” the user must determine whether to include the word “no.”

Substitution of terms. In a bracketed statement such as “[name of former spouse],” the user is to substitute the name of the spouse rather than typing the bracketed material verbatim.

Instructions for use. Material such as “[include if applicable: . . .]” and “[describe portion of order being appealed from]” provides instructions for completing the finished form and should not be typed verbatim in the document. Bracketed instructions at the beginning of almost all the forms refer the user to section 3 of this introduction for instructions about composing the caption of the form.

Subtitles. The titles of some forms are followed by a bracketed subtitle that is not to be typed as part of the form title. In the title “Respondent’s Original Answer [to Petition to Annul Marriage],” for example, the bracketed words simply distinguish the form from another similarly titled form in the same chapter for ease of reference.

5. Blank lines

Signature lines appear as blank lines. Spaces for dates, times, and amounts that would be filled in *after* the document is prepared also appear as blank lines. (If an actual date, time, or amount should be inserted in the form when it is prepared, “[date],” “[time],” or “\$[amount]” appears instead.)

6. Language in boxes

Language in boxes is not to be typed in the finished document but constitutes instructions, usually either telling the user whether to use the form language following the box, describing what information should be included at that point in the finished document or attached to it, or providing cautionary reminders about use of the form language.

7. Paragraph numbers

To conform to the requirements of the Texas Rules of Civil Procedure, form petitions have arabic paragraph numbers. In some instances, the pleading will not require any language of a numbered paragraph in the form, and in such cases the user must take care to renumber the paragraphs appropriately.

8. Requests for relief

The requests for relief in the forms do not include any request for relief for the other party. The petitioner for divorce, for instance, when requesting to be appointed sole managing conservator, does not also request that the other party be made possessory conservator. It was felt that one party's pleading probably would not support any relief granted to the other party, and so the relief should not be requested.

9. Form numbers

Forms are numbered in sequence within each chapter. All forms begin with the number of the chapter, which is followed by a hyphen and the number of the form within the chapter. This system is used to permit future expansion of any chapter without requiring the rearrangement of the entire manual.

10. Captions

An example of the caption that should precede the form title is not reprinted in most forms. Typical case styles are discussed in section 3 below.

11. Temporary restraining orders and temporary injunctions

Sometimes it is advisable to request a temporary injunction that includes more than a previously granted temporary restraining order or that has not been preceded by a temporary restraining order. There are situations in which sufficient facts are not available to support a temporary restraining order without a hearing, and facts may develop at the hearing on the temporary injunction that will support the injunction. The forms for relevant petitions and temporary orders are devised to accommodate such situations. The alternatives are such that the petitioner may request, and the court may grant, any of these alternatives:

- a. A temporary restraining order to be continued as a temporary injunction.
- b. A temporary restraining order to be continued as a temporary injunction

and a temporary injunction on other matters.

- c. A temporary injunction without a temporary restraining order.

12. Marriage equality

Wording of the forms is designed to accommodate same-sex, as well as opposite-sex, marriage and conservatorship, reflecting the ruling of the Supreme Court of the United States in *Obergefell v. Hodges*, 135 S. Ct. 2584 (2015), and other recent case law.

§ 3 Captions of Forms

1. In a title 1 suit

Pleadings in a divorce or annulment suit shall be entitled, "In the Matter of the Marriage of _____ and _____." Tex. Fam. Code § 6.401(a). Pleadings in a suit to declare marriage void shall be styled, "A Suit to Declare Void the Marriage of _____ and _____." Tex. Fam. Code § 6.401(b).

Many suits under title 1 also include a suit affecting the parent-child relationship. In those cases, the caption should read "In the Matter of the Marriage of _____ and _____ and In the Interest of _____, a Child," as explained below.

While there is no rule addressing the issue, a suit brought to enforce a divorce decree or annulment order brought under chapter 8 (Maintenance) or subchapter A (Suit to Enforce Decree) of chapter 9 should have the same caption as the original suit.

Similarly, a suit brought under subchapter C (Post-Decree Division of Property) of chapter 9 should be styled like an ordinary civil lawsuit, "_____ v. _____," with the plaintiff's name appearing first and the defendant's name appearing second.

2. In a suit to change name

There is no rule addressing how a suit under Family Code chapter 45 should be captioned. If the petition to change name is brought as part of

a larger suit, such as a paternity suit, the suit should have the caption appropriate for the other actions brought.

3. In a title 5 suit

With two exceptions, the petition and all other documents in a proceeding filed under title 5 shall be entitled “In the Interest of _____, a Child.” Tex. Fam. Code § 102.008(a). If more than one child is involved, list the name of each child as follows: “In the Interest of _____, _____, and _____, Children.”

In a suit in which adoption of a child is requested, the style shall be “In the Interest of a Child.” Tex. Fam. Code § 102.008(a). In a suit for adoption of an adult, the petition shall be entitled “In the Interest of _____, an Adult.” Tex. Fam. Code § 162.503(a).

4. Suggested format of first page of all pleadings and orders

Many practitioners have experienced the frustration of having the district clerk’s file stamp superimposed on the printing of the first page of a pleading or order, making it difficult to read the clerk’s file stamp. A block in the upper right hand corner of the first page of all pleadings and orders may avoid this problem. The space within this block would be reserved for the clerk to file-mark the document.

§ 4 E-Filing

Generally, all documents must be e-filed, except wills. Tex. R. Civ. P. 21(f)(4). The clerk may designate an electronically filed document as the official court record and is generally not required to keep both paper and electronic versions. Tex. R. Civ. P. 21(f)(13).

E-filed documents may be signed with either (1) an electronic or scanned digital image of the signature or (2) “/s/” and name typed in the space where the signature would otherwise appear. Tex. R. Civ. P. 21(f)(7).

Some documents must still be signed by hand. Even if e-filing, “/s/” and a typed name do not

suffice for notarized or sworn documents. Tex. R. Civ. P. 21(f)(7)(A).

Documents e-filed before midnight in the court’s time zone are considered filed that day, except, if transmitted on a Saturday, Sunday, or legal holiday, the document is deemed filed on the next business day. Tex. R. Civ. P. 21(f)(5).

E-filed documents must be in PDF format, text searchable, and, if possible, printed to PDF rather than scanned. Tex. R. Civ. P. 21(f)(8).

See section 6 of this Introduction concerning the treatment of sensitive data when e-filing.

§ 5 Unsworn Declarations

The Civil Practice and Remedies Code provides that in many instances an unsworn declaration may be used in lieu of a written sworn declaration, verification, certification, oath, or affidavit required by statute or rule. *See* Tex. Civ. Prac. & Rem. Code § 132.001. (Note that this provision does not apply to a waiver of the issuance or service of citation in a suit for dissolution of marriage, for change of name of a child, or in a suit affecting the parent-child relationship; these waivers must be sworn before a notary public who is not an attorney in the suit unless the party executing the waiver is incarcerated. (Tex. Fam. Code §§ 6.4035(c), 45.0031, 102.0091). This provision also does not apply in certain other circumstances specified in Tex. Civ. Prac. & Rem. Code § 132.001(b) or to acknowledgments.)

If a form, or a portion of a form, in this manual calling for signature before a notary is converted to an unsworn declaration, rewording of the text will often be necessary. For example, in form 3-2, the petitioner’s supporting affidavit in a divorce case, the first paragraph (referring to the petitioner’s appearance before the notary) should be omitted, the quotation marks on the remaining paragraphs should be omitted, and the word “affidavit” should be changed to “declaration.”

Except for an inmate or a government employee in the performance of the employee’s job duties, the following should be used to replace the notary’s jurat:

My name is [name], my date of birth is [date], and my address is [address, city, state, zip code, country]. I declare under penalty of perjury that the foregoing is true and correct.

Executed in [county] County, [state],
on _____.

[Name], Declarant

For an inmate, the following should be used to replace the notary's jurat:

My name is [name], my date of birth is [date], and my inmate identifying number, if any, is [number]. I am presently incarcerated in [name of corrections unit] in [city, county, state, zip code]. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____.

[Name], Declarant

For an employee of a state agency or a political subdivision in the performance of the employee's job duties, the following should be used to replace the notary's jurat:

My name is [name], and I am an employee of the following governmental agency: [name of agency]. I am executing this declaration as part of my assigned duties and responsibilities. I declare under penalty of perjury that the foregoing is true and correct.

Executed in [county] County, [state],
on _____.

[Name], Declarant

These jurats are also found in Word in form 8-27.

§ 6 Sensitive Data in Filed Documents

The Texas Rules of Civil Procedure and the Texas Rules of Appellate Procedure, as amended effective January 1, 2014, provide privacy protection for sensitive data in filed documents.

The comments below cite Tex. R. Civ. P. 21c, but similar provisions for appellate proceedings are found in Tex. R. App. P. 9.9.

“Sensitive data” consists of a government-issued personal identification number, a financial account number, a birth date, a home address, and the name of any person who was a minor when the underlying suit was filed. *See* Tex. R. Civ. P. 21c(a). Any part of such an identification or account number is considered sensitive data.

Unless the inclusion of sensitive data is specifically required by a statute, court rule, or administrative regulation, a document containing sensitive data may not be filed with a court unless the sensitive data is redacted. Tex. R. Civ. P. 21c(b). Redaction must be by using the letter “X” in place of each omitted digit or character or removing the data in a manner indicating that it has been redacted. The filing party must retain an unredacted version of the filed document during pendency of the case and any related appellate proceedings filed within six months after the judgment is signed. Tex. R. Civ. P. 21c(c).

If a document must contain sensitive data, the clerk must be notified of that fact. A document that is not electronically filed must contain, on the upper left-hand side of the first page, the phrase “NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA.” Tex. R. Civ. P. 21c(d). If the document is electronically filed, it must be designated as containing sensitive data when it is filed. Practitioners have reported difficulties in designating these e-filed documents in such a way that court clerks actually become aware of the designation. For this reason it is recommended that the notice be placed on the first page of the document even if it is e-filed. Although the clerk may not refuse to file a document containing sensitive data in violation of rule 21c, the clerk may identify the error and state a deadline for the party to resubmit a redacted document. Tex. R. Civ. P. 21c(e). Documents containing sensitive data in violation of rule 21c must not be posted on the Internet. Tex. R. Civ. P. 21c(f).

Most instances of sensitive data in the forms in this manual are required by statute. For example, the Civil Practice and Remedies Code requires

each party to include in its initial pleading the last three numbers of the party's driver's license number and of the party's Social Security number, if those numbers have been assigned. *See* Tex. Civ. Prac. & Rem. Code § 30.014. The Family Code requires the names and birth dates of children in the petition in a suit affecting the parent-child relationship, and it requires parties' driver's license and Social Security numbers and residence addresses in final orders in such suits. *See* Tex. Fam. Code §§ 102.008, 105.006. Take care to identify and redact sensitive data that is not required by statute, court rule, or administrative regulation. Remember that, even if sensitive data is required to be included, the clerk must be notified that the document contains such sensitive data.

§ 7 Digitized Signatures

A digitized signature on an original petition or any other pleading or order in a proceeding under title 1, 2, 4, or 5 of the Family Code satisfies the requirements for and imposes the duties of signatories to pleadings, motions, and other papers identified under rule 13 of the Texas Rules of Civil Procedure. A digitized signature may be applied only by, and must remain under the sole control of, the person whose signature is represented. Tex. Fam. Code §§ 1.109, 47.001, 81.011, 102.014. "Digitized signature" means a graphic image of a handwritten signature having the same legal force and effect for all purposes as a handwritten signature. Tex. Fam. Code § 101.0096.

A party may not use a digitized signature to sign a waiver of the issuance or service of citation in a suit for dissolution of marriage, for change of name of a child, or in a suit affecting the parent-child relationship. Tex. Fam. Code §§ 6.4035(e), 45.0031(b), 102.0091(b).

§ 8 Recital of Appearances in Orders

If a party, attorney, or court-appointed advocate appears at a hearing, consider stating for each

whether the appearance was in person, by videoconference, or by teleconference. While traditionally parties have made in-person court appearances, appearances by videoconference (e.g., Zoom) or by teleconference have become more common, particularly with the Texas Supreme Court emergency orders regarding the COVID-19 State of Disaster, the first of which the court issued on March 13, 2020. Those emergency orders permitted courts to consider as evidence sworn statements made out of court or sworn testimony given remotely, out of court, such as by teleconferencing, videoconferencing, or other means. Some courts prefer the orders submitted to them accurately reflect how the parties and attorneys actually appeared. The information may be helpful for the parties and the trial court during the suit or in future suits involving the parties.

§ 9 Corrections and Updates

In drafting the manual, the members of the committee devoted a great deal of effort to making it error free, but it undoubtedly contains some errors. We would appreciate your pointing out to us any errors you find in the manual, as well as any revisions you believe are advisable. Please mail any corrections or suggestions to the following address:

Director, Texas Bar Books
State Bar of Texas
P.O. Box 12487
Austin, Texas 78711-2487
books@texasbar.com

Periodic updating of the manual is planned to reflect changes in the law. It is also expected that, over time, additional topics will be covered and the scope of coverage of existing topics will be expanded. We welcome your suggestions about new topics that you would find helpful. Please send your suggestions to the address shown above.

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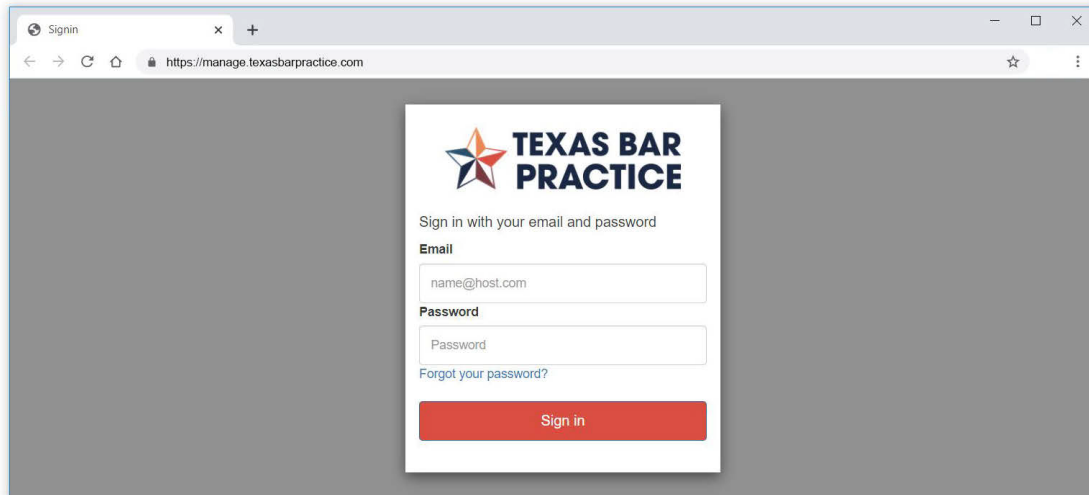
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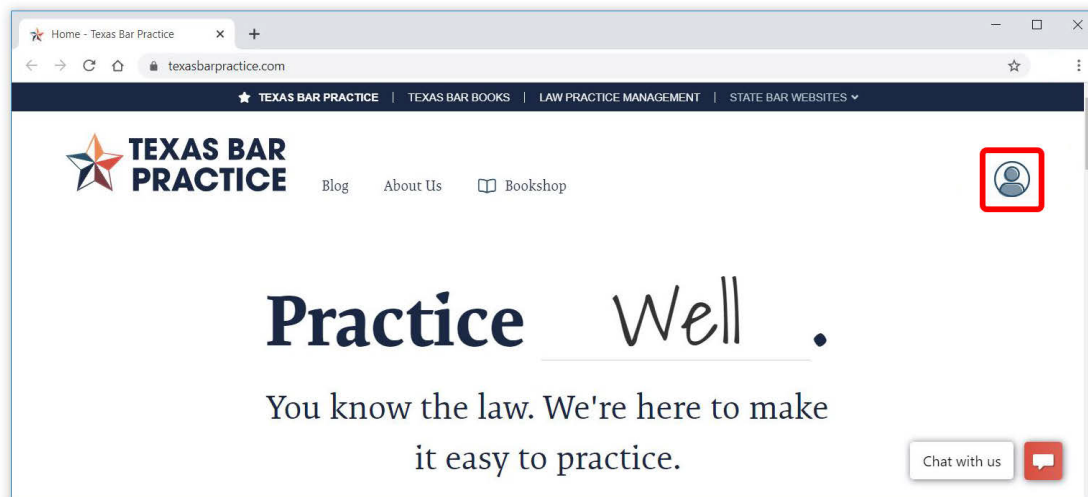
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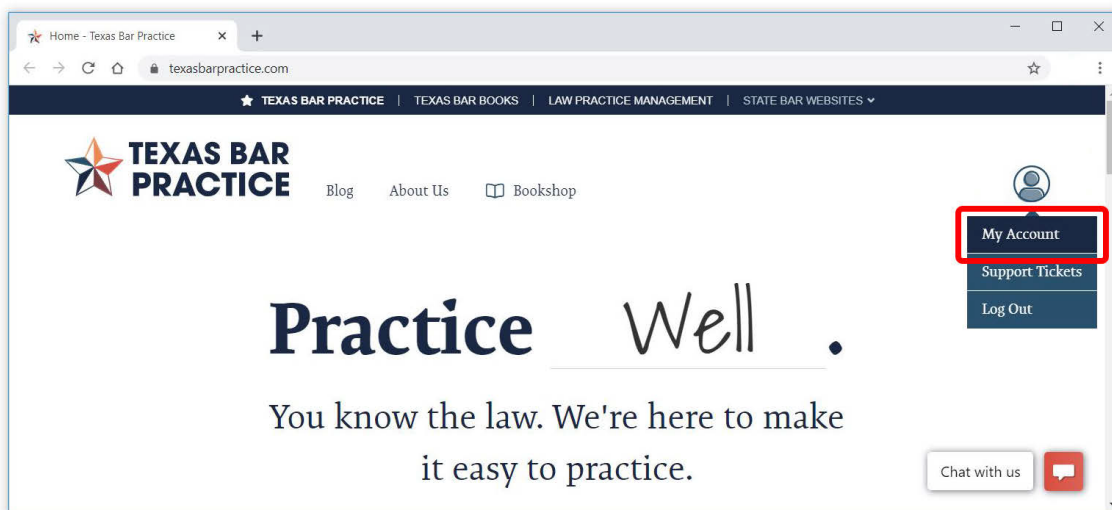
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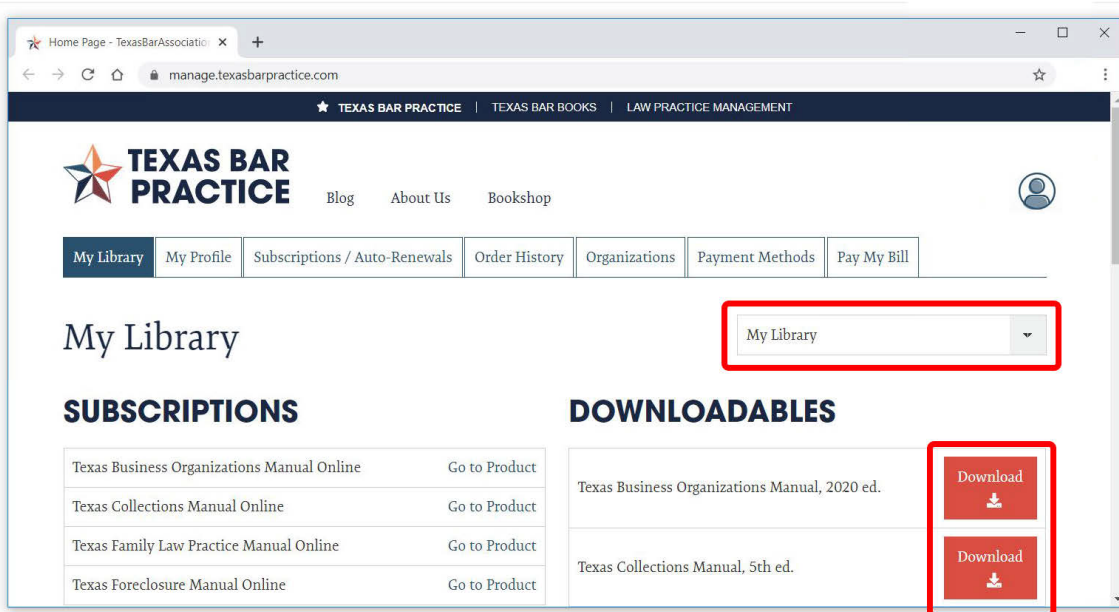
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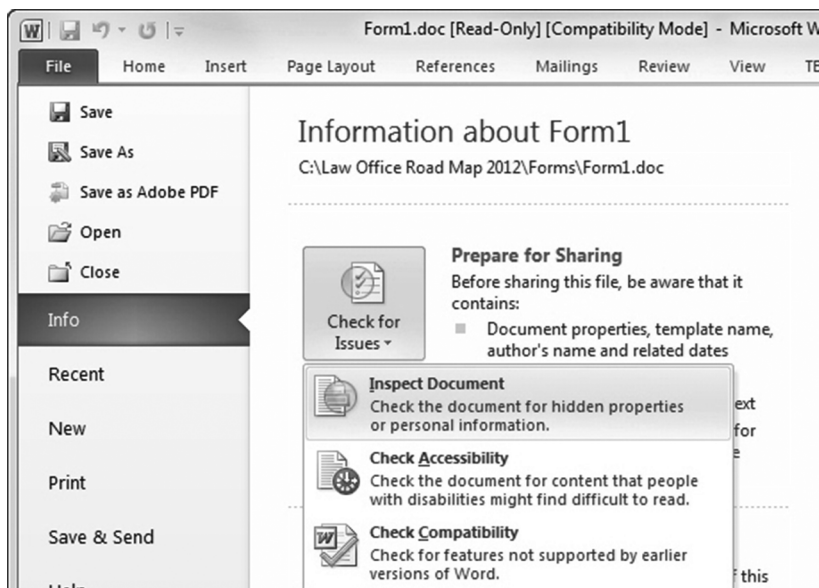
Preparing Word Forms for E-Filing (Windows)

Notes for Other Software

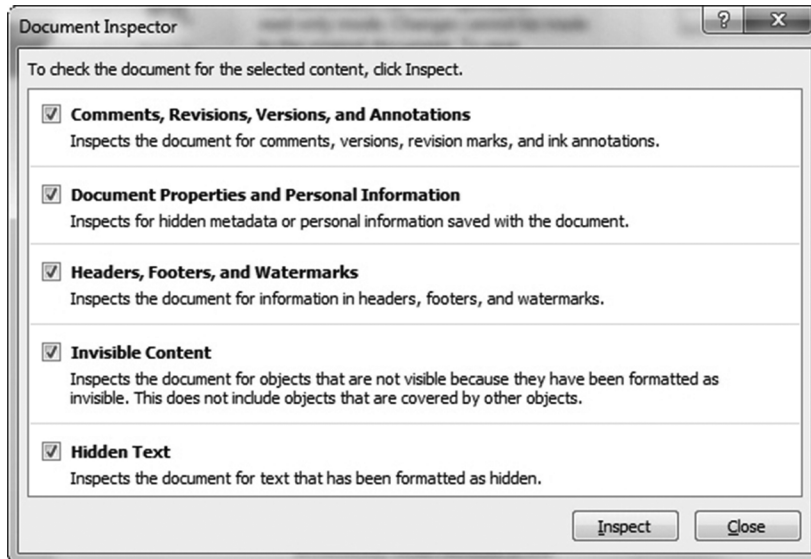
- o *Word for Macintosh*: See the section titled “Remove Metadata” in the document named “Macintosh--How to Use the Word Forms” included with the digital download.
- o *WordPerfect*: To remove metadata from forms saved as WordPerfect files (version X3 or later), launch the “Save Without Metadata” tool (File > Save Without Metadata, or Alt + F + M).

Using Word version 2007 or later, to remove personal information, hidden text, and other metadata before filing or sharing a document electronically, launch the “Inspect Document” tool.

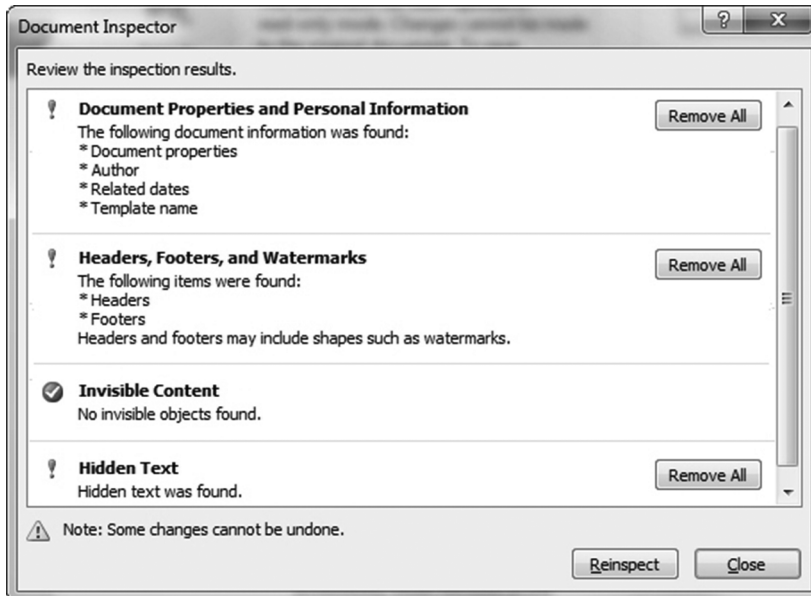
1. Go to File > Info > Check for Issues > Inspect Document (Alt + F + I + I + I).



2. In the “Document Inspector” window that opens, select the categories desired by checking the appropriate boxes (be certain to check the “Hidden Text” box to ensure that any remaining red, hidden instructional text in the document will be also be detected) and click the “Inspect” button.



3. In the second “Document Inspector” window that opens, review and remove any metadata found as desired.



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Chapter 1

Ethics and Malpractice Considerations

There are no forms for chapter 1.

Chapter 2

Attorney-Client Relationship and Communications

Form 2-1	Information for Initial Consultation	5
Form 2-2	Employment Contract.	6
Form 2-3	Letter to Prospective Client Declining Employment	20
Form 2-4	Letter to Client Confirming Request to Take No Action on Case	21
Form 2-5	Letter to Client Advising against Settlement	22
Form 2-6	Client Information	24
Form 2-7	Client Information—Additional Jurisdictional Information	37
Form 2-8	Client Document Checklist for Divorce.	39
<i>[Forms 2-9 through 2-14 are reserved for expansion.]</i>		
Form 2-15	Notice of Current Address	41
Form 2-16	Letter to Client Regarding Settlement Discussions with Spouse.	43
Form 2-17	Letter to Client Regarding Firearms.	44
Form 2-18	Letter to Client Regarding Inadvertent Agreements	46
Form 2-19	Letter to Client Regarding Initial Disclosure Requirements	48
Form 2-20	Letter to Client Regarding Spoliation of Evidence	53
Form 2-21	Letter to Client Before Mediation	55

Form 2-1

Information for Initial Consultation

In your initial consultation, you and the attorney will discuss the nature of your case, the key issues, and the options you may have under law. You and the attorney may also discuss whether the [attorney/firm] will represent you, the terms of the representation, and the amount of the initial deposit that would be required.

The [attorney/firm] charges \$[amount] for an initial consultation. You may pay [select as applicable: in cash/by check/by credit card]. We accept [specify credit card[s]]. You must sign this agreement and pay the initial consultation fee at the time services are rendered.

At the conclusion of the initial consultation, the attorney may provide you with a contract for legal services and with client information questionnaires.

Privacy Policy: Attorneys are bound by stringent professional standards of confidentiality. All communications during the initial consultation are protected by the attorney-client privilege. To maintain the attorney-client privilege, other persons should not participate in the initial consultation.

Your printed name

Your signature

Today's date: _____

Form 2-2

Employment Contract

[Date]

[Name and address of client]

Re: [specify]

[Salutation]

This letter is written to confirm your engagement of [name of attorney or firm] [include if firm: (“we” or the “firm”)] to represent you, the client, with respect to [specify family law matter, e.g., divorce, modification, etc.]

I. Legal Matter and Scope of Services

[My/Our] representation is strictly limited to the matter described in this letter. [My/Our] services will consist of court appearances, telephone conferences, e-mails, travel, investigation, research, review and organization of documents, preparation of pleadings and correspondence, negotiations and settlement conferences, and other necessary professional services.

This engagement includes services through the entry of a final order at the trial court level. This engagement does not include presentation of this case to any appellate court. If an appeal is necessary, it is a separate and distinct representation requiring the services of an appellate lawyer.

With respect to this engagement, please understand that [I/we] do not provide tax or accounting advice. Any information that [I/we] provide concerning federal income taxes or the potential tax consequences of any transactions constitutes nothing more than a starting

point for discussions between you and your certified public accountant or other tax advisor. You are strongly encouraged to review the tax language contained in any mediated or informal settlement agreement and any documents finalizing your divorce with a certified public accountant or other tax advisor before you sign any such documents.

[I/We] do not provide advice relating to intellectual property or regulatory matters.

[I/We] are not being retained to value the marital estate, as [I/we] do not have expertise in this area. You must determine, based on the information obtained through the proceeding, which assets you would like to receive, the value of those assets, and the economic ramifications concerning the property division. [I/We] may advise you to retain appropriate experts, such as accountants, financial advisors, or real estate or business appraisers, to assist in this regard.

[I/We] do not automatically search property titles, determine the validity of income and expense figures supplied by your spouse or other opposing party, or attempt to verify other underlying data provided as part of our representation. If there are questions in your mind concerning any of these issues, you should discuss them with [me/us] and authorize [me/us] to retain appropriate experts to provide assistance on your behalf.

If you receive real estate as part of the division of assets in this case, you have the right to have a title policy issued with regard to each such conveyance or to have a title search or abstract letter issued. This office does not issue title policies, nor do [I/we] prepare abstracts or conduct title searches related to the conveyance of real estate or to secure obligations created in divorce documents. If you desire that [I/we] prepare any real estate documents, [I/we] rely solely on information you provide [me/us] about the ownership of property, legal descriptions, existing liens, encumbrances, or other restrictions that may affect the conveyance of title. If you wish to have a title policy issued or a title search performed or abstract prepared, please advise this office in writing and [I/we] will be happy to refer this aspect of the closing

documents relating to your case to a title company. You may also consult with a title company of your choice or an abstract attorney at your expense. Please advise this office, in writing, if you desire to have a title search, abstract letter, or title policy issued or any other research done with regard to the real estate closing documents that may need to be prepared to conclude your case.

In cases involving retirement plans, a domestic relations order or a qualified domestic relations order (QDRO) may be required to effectuate a division of the benefits. If your case involves a QDRO or a domestic relations order, [I/we] will suggest persons with the appropriate skills to assist [me/us] with this matter at your expense. You will be expected to make a separate arrangement with the specialist and pay the fees associated with the drafting of any domestic relations orders or QDROs.

II. Retainer (Initial Fee Deposit)

As consideration for [my/our] acceptance of your case, you have agreed to pay a [refundable/nonrefundable] retainer in the amount of [number] dollars (\$[amount]). The retainer should be delivered to [me/us] with a signed copy of this letter before [I/we] can commence work on your case.

Include the following provision for a nonrefundable retainer if applicable.

You have agreed to pay a nonrefundable retainer to secure [my/our] services and to compensate [me/this firm] for the likelihood of lost employment opportunities.

Include the following provision for a refundable retainer if applicable.

[The initial fee deposit will be deposited into [my/our] trust account and applied toward the professional services rendered and expenses advanced by [me/the firm] as incurred each month./The initial fee deposit will be held and applied to the last invoice in this matter.]

Continue with the following as applicable.

At [my/our] discretion, the initial fee deposit may also be applied to any past-due invoices, in which case you agree, on [my/our] request, to replenish the retainer in the amount of your original payment. If you fail to replenish the retainer, then with written notice to you, [I/we] may cease work on your case as soon as ethically possible.

The initial fee deposit is *not* an estimate of the total legal expenses you may incur. The total fee may be less than or exceed the retainer depending on the circumstances of your case and subsequent developments.

All funds deposited in [my/our] trust account earn interest paid by the financial institution to the Texas Equal Access to Justice Foundation by order of the Texas Supreme Court.

III. Fees and Expenses

I will serve as lead attorney. You agree to pay an hourly rate of \$[amount] for professional services performed by the lead attorney. **[Include if applicable:** For services performed by other attorneys in the firm, you will be charged at the hourly rate of \$[amount].] For services performed by legal assistants, you will be charged at the hourly rate of \$[amount]. These hourly rates may change during [my/our] representation. If such changes are necessary, you will be notified in writing [number] days before the change. All services, including telephone calls and e-mails, are billed in [number]-minute increments regardless of the actual time spent.

You will also be charged all incidental costs and expenses incurred by [me/the firm] in connection with your case, including the following: court costs and filing fees; deposition expenses; transcript costs; travel expenses; long-distance telephone calls; postage; services of other professionals, accountants, expert witnesses, and private investigation firms; document reproduction at \$[amount] per page; fax transmissions at \$[amount] per page; and Westlaw/

Nexis legal research fees. [My/Our firm] policy requires a client to pay in advance or directly to the provider any expense exceeding \$[amount].

Although I may request that the opposing party pay attorney's fees and court costs as authorized by the Texas Family Code and other statutes, neither the request for fees nor a judgment for attorney's fees will excuse your obligation to pay fees as required by this contract.

IV. Billing

You will be invoiced generally on a monthly basis for services and expenses rendered during the prior thirty-day period. Payments for [my/our] invoices are due on receipt and are past due after thirty days. If the initial fee deposit is exceeded, any balance is due and payable on receipt of the monthly statement. You may be requested to make an additional deposit when the initial fee deposit is less than \$[amount].

V. Confidentiality

Conversations between an attorney and a client are protected by law. An attorney cannot be compelled to reveal confidential communications of a client with certain exceptions involving child or elder abuse. To enable [me/us] to efficiently render legal services to you, you agree to disclose fully and accurately all facts and keep [me/us] apprised of all developments relating to your case. You further agree to cooperate fully with [me/us] and to attend hearings and meetings [I/we] may advise you to attend. You further agree to promptly provide any documents you have received pertinent to this matter.

From time to time [I/we] may use e-mail without encryption to communicate with you or others about your case. There are related privacy and security issues with this means of communication. You have agreed that [I/we] may use e-mail as an economical, convenient form of communication.

Please understand that to protect your interests in the event of my death, disability, or retirement, it may be necessary or appropriate for another lawyer or a staff member of this or another firm, a personal representative (including someone acting under a power of attorney), or another lawyer who is retained by any such person, to have access to your file and records in order to contact you to determine appropriate handling of your matters and of your files and to make an appropriate referral (subject to your approval) to other attorneys for future handling. In that regard, you grant permission and waive all privileges solely to the extent necessary or appropriate for this purpose.

VI. Management of Engagement

You have the right to be informed about the status of your case, and [I/this firm] will do [my/our] best to keep you advised as the case progresses. You hereby authorize [me/the firm] to take such action and to prepare, sign, and deliver such documents and filings as may be necessary or appropriate to represent you. Because of the nature of legal representation in general, [I have/this firm has] made no promises or guarantees to you concerning the outcome of the engagement, and [I/we] cannot do so.

You agree that [I/this firm] may withdraw from representation in the event you—

1. insist on presenting a claim or defense not warranted under existing law and that cannot be supported by a good-faith argument for extension or reversal of such law;
2. personally seek to pursue an illegal course of conduct;
3. request that [I/the firm] pursue a course of conduct that is illegal or prohibited under the disciplinary rules;
4. by other conduct render it unreasonably difficult for [me/the firm] to carry out employment;

5. insist that [I/the firm] engage in conduct that is contrary to [my/our] judgment or advice; or
6. disregard an agreement with [me/the firm] as to fees, services, or costs or expenses rendered.

You further agree that in order for [me/this firm] to effectively represent you, it is imperative that you—

1. communicate with [me/the firm] by returning telephone calls and responding to written correspondence;
2. cooperate with [me/the firm] by complying with requests for information or documents; and
3. timely pay for services rendered as provided herein.

VII. Retention of File

[I agree/The firm agrees] to assert a diligent effort, subject to causes beyond [my/our] control, to retain and maintain all major and significant components of [my/our] files pertaining to this engagement for [number] years. [I reserve/This firm reserves] the right to destroy the file [years (not less than five)] years from the date the file is closed.

VIII. General Provisions

The Texas Supreme Court and courts of appeals have adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. A copy of the Texas Lawyer's Creed is attached to this employment agreement for your review.

The Texas Government Code requires that you be advised that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although

not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar will provide you with information about how to file a complaint. For more information call 1-800-932-1900.

Include the following if there will be an arrangement for division of the fee covered by the agreement with an attorney who is not in the firm.

The fee specified in this agreement will be divided with **[name]**, an attorney who is not in this firm. The fee will be divided [in proportion to the professional services performed by each attorney/between attorneys who assume joint responsibility for the representation]. You have consented to all the terms of the arrangement, particularly (1) the identity of the attorneys or firms who will participate in the fee-sharing agreement, (2) the manner in which the fee will be divided as specified above, and (3) [the share of the fee that each attorney or firm will receive/the basis on which the division will be made].

Continue with the following.

[I am/We are] privileged to assist you and value your trust and confidence. If you approve this agreement, please date and sign the original of this letter where indicated and return it to this office by **[date]**. The enclosed copy is for your file. On receipt of this signed agreement and payment of your retainer, [I/we] will begin work on your case.

Sincerely yours,

[Name of law firm]

By: _____
[Name of attorney]

ACCEPTED AND AGREED TO ON _____.

[Name of client]

Notice of Privacy Policy Regarding Social Security Numbers

Social Security numbers will be divulged only with the client's consent and when necessary during the course of the representation.

- Social Security numbers are collected from various sources, including income tax returns and other financial documents we receive.
- Social Security numbers are used to prepare documents in connection with child support; prepare reports filed with the state of Texas; and obtain information about your finances, employment, and retirement benefits.
- Only employees of the firm who have a need to know will have access to Social Security numbers.

The Texas Lawyer's Creed

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

Our Legal System

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

Lawyer to Client

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

Lawyer to Lawyer

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

Lawyer and Judge

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and the administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Form 2-3

Letter to Prospective Client Declining Employment

[Date]

[Name and address of prospective client]

Re: [style or description of case]

[Salutation]

This letter is in response to your [telephone call requesting/letter requesting/initial visit to our office requesting/[**other applicable wording**]] representation by [me/this law firm] on the above matter.

[I/We] [respectfully decline employment/cannot represent you/[**other applicable wording**]] because [**state reasons**].

Warning: Inform the prospective client specifically of any applicable statute of limitations and recommend prompt employment of other counsel.

Sincerely yours,

[Name of attorney]

Form 2-4

Letter to Client Confirming Request to Take No Action on Case

[Date]

[Name and address of client]

Re: [style of case]

[Salutation]

This letter confirms your request on [date] that I take no further action in the referenced cause of action. Accordingly, until I receive other instructions from you, I will do no additional work on this matter.

Sincerely yours,

[Name of attorney]

Form 2-5**Letter to Client Advising against Settlement**

[Date]

[Name and address of client]

Re: [style of case]

[Salutation]

The attached settlement proposal has been received in this matter and previously communicated to you. The decision to settle and under what terms is yours alone. My obligation is to inform you of alternatives to settlement so that you may make an informed decision.

If a settlement cannot be reached in your case, it must be presented to the court for determination. The decision made by the court will be binding, subject to the right of appeal. The court's ruling may be different from any proposed settlement, and there can be no guarantee that the court's decision will be more favorable.

I cannot recommend that you accept the proposed settlement for several reasons.

[Optional: enumerate items unacceptable in the offer.] I believe the proper way to resolve your case is by further negotiations or trial.

Notwithstanding this advice, you have indicated your desire to accept the settlement offer and I will respect your decision and will begin work on the settlement documents. I am asking that you sign a copy of this letter to confirm the legal advice I have given.

Sincerely yours,

[Name of attorney]

I acknowledge the advice given and wish to proceed with settlement of my case against the advice of my attorney.

[Name of client]

Attachment

Form 2-6

When a party, the child, or potential party resides outside Texas, other information may be required. See form [2-7](#) for an additional questionnaire to obtain that information.

Client Name: _____

Client Information

Please provide the information requested and return it as soon as possible. It is important that you answer each question candidly and completely so that we can understand and assess your case.

If a question does not apply to your particular situation, please indicate by marking the question “N/A.” If the answer to any question requires more space than has been provided on the form, please complete your answer on a separate sheet. Refer to the question number to which your answer applies and attach your answer to this form.

NOTICE OF CONFIDENTIALITY

The information provided is subject to the attorney-client privilege and attorney work product privileges and will be held in strict confidence. However, if a professional, including an attorney or an employee of an attorney, has reasonable cause to believe that a child has been abused or neglected or may be abused or neglected or that a child is a victim of an offense under [Tex. Penal Code § 21.11](#), the professional is required to make disclosure to the appropriate agency. A person or professional who has reasonable cause to believe that an adult was the victim of abuse or neglect as a child and determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly person with a statutorily defined disability must also make such a disclosure. [Tex. Fam. Code § 261.101](#).

1. CLIENT

Full name: _____

Date of birth: _____ Place of birth: _____

Social Security number: _____

Driver's license number and state: _____

Maiden name, if applicable: _____

Citizenship/Immigration Status: _____

2. CONTACT INFORMATION

Current Address: _____

City: _____ County: _____ State: _____

Zip: _____ Cell phone: _____

How long have you lived at this address? _____

How long have you lived in Texas? _____

How long have you lived in this county? _____

Who else lives in your household? _____

How do you prefer that we contact you?

Address: _____

Phone: _____ Fax: _____

Cell phone: _____

E-mail: _____

(e-mail communications may not be confidential)

Do you use social media? If so, indicate which sites are used and the account name:

Facebook: _____

Instagram: _____

Twitter: _____

LinkedIn: _____

Other: _____

If you believe that the health, safety, or liberty of you or the children would be jeopardized by disclosure of your address or that of the children, please disclose the reason for that belief. _____

3. EMERGENCY CONTACT

Name: _____

Relationship: _____

Cell phone: _____

E-mail: _____

4. EMPLOYMENT

Employer: _____

Job title: _____

Street address: _____

City, state, zip: _____

Phone: _____ May we call you at work? _____

E-mail: _____ May we e-mail you at work? _____

Monthly gross salary: _____

Annual gross salary: _____

Length of employment: _____

Education/training: _____

5. OPPOSING PARTY

Full name: _____

Date of birth: _____ Place of birth: _____

Social Security number: _____

Driver's license number and state: _____

Maiden name, if applicable: _____

Citizenship/Immigration Status: _____

6. OPPOSING PARTY'S CONTACT INFORMATION

Address: _____

City: _____ County: _____ State: _____

Zip: _____ Cell phone: _____

E-mail: _____

Who else lives in the opposing party's household? _____

Does the opposing party use social media? If so, indicate which sites are used and the account name:

Facebook: _____

Instagram: _____

Twitter: _____

LinkedIn: _____

Other: _____

7. OPPOSING PARTY'S EMPLOYMENT

Employer: _____

Job title: _____

Street address: _____

City, state, zip: _____

Phone: _____ Fax: _____

E-mail: _____

Monthly gross salary: _____

Annual gross salary: _____

Length of employment: _____

Education/training: _____

8. MARRIAGE AND SEPARATION

Date of marriage: _____ Place: _____

Are you now separated? If so, please state date of separation: _____

Have you seen a marriage counselor? _____

If so, please state name: _____

Do your marital issues involve any of the following:

_____ drug/alcohol	_____ financial dispute	_____ sexual issues
_____ physical/emotional abuse	_____ sexual infidelity	_____ religious difference
_____ confinement in mental institution	_____ noncohabitation _____ how long	_____ other:
_____ how long		

Have you and your spouse attempted reconciliation? _____

If not, would you like to attempt reconciliation? _____

What is your religious preference? _____

What is your spouse's religious preference? _____

9. CHILDREN OF THIS MARRIAGE

Name: _____ Sex: _____

Date of birth: _____ Age: _____ Place of birth (city and state): _____

Name of school child attends: _____ Grade: _____

Social Security number: _____

Driver's license number: _____

Disability, if any: _____

Name: _____ Sex: _____

Date of birth: _____ Age: _____ Place of birth (city and state): _____

Name of school child attends: _____ Grade: _____

Social Security number: _____

Driver's license number: _____

Disability, if any: _____

Name: _____ Sex: _____

Date of birth: _____ Age: _____ Place of birth (city and state): _____

Name of school child attends: _____ Grade: _____

Social Security number: _____

Driver's license number: _____

Disability, if any: _____

Will there be a dispute concerning the children? _____

If not, with whom will the children primarily reside? _____

With whom are the children now residing? _____

Does any child suffer a chronic illness or disability? If so, please describe. _____

Do the children own significant property (other than furniture, clothing, etc.)? _____

If a child, a party, or a potential party lives outside Texas, see the attached questionnaire on jurisdictional information for additional questions.

10. PRIOR MARRIAGE

Have you or your spouse ever filed for divorce? _____

If so, when and where? _____

Have you ever been married before? _____

If so, how many times? _____

Has your spouse been married before? If so, how many times? _____

Do you have children by a previous marriage? _____

If so, please give the following information for each such child.

Name: _____

Sex: _____ Date of birth: _____ Age: _____

Disability, if any: _____

Where and with whom do these children live? _____

Do you pay/receive child support? _____

If so, how much? \$ _____ per _____

Does your spouse pay/receive child support? _____

If so, how much? \$ _____ per _____

11. HEALTH INSURANCE INFORMATION

Do you have health insurance? _____

Does your spouse have health insurance? _____

Is private health insurance in effect for a child? If so, please give the following information:

Name of insurance company: _____

Policy number: _____

Party responsible for premium: _____

Monthly cost of premium: _____

Is the insurance coverage provided through a parent's employment? _____

If so, which parent? _____

Is dental insurance in effect for a child? If so, please give the following information:

Name of insurance company: _____

Policy number: _____

Party responsible for premium: _____

Monthly cost of premium: _____

Is the insurance coverage provided through a parent's employment? _____

If so, which parent? _____

Is vision insurance in effect for a child? If so, please give the following information:

Name of insurance company: _____

Policy number: _____

Party responsible for premium: _____

Monthly cost of premium: _____

If private health insurance is not in effect for the children, please answer the following questions:

Are the children receiving Medicaid benefits under chapter 32, Human Resources Code? _____

Are the children receiving health benefits coverage under the Children's Health Insurance Program under chapter 62, Health and Safety Code? _____

If so, what is the cost of the premium? _____

Do you have access to private health insurance at reasonable cost to you? _____

Does the other parent of your children have access to private health insurance at reasonable cost to [him/her]? _____

Has anyone applied for Medicaid benefits for the children or for coverage for the children under the Children's Health Insurance Program? _____

If so, who applied? _____

What is the status of the application? _____

12. GENERAL

Do you and your spouse have a premarital or marital agreement? _____

Have you or your spouse sued or been sued in the last ten years? _____

Have you filed an income tax return for each year of your marriage? _____

Do you have tax problems? _____

Do you have a tax preparer or accountant who prepares your returns? _____

If so, whom? _____

Have you or your spouse ever utilized the services of the Office of the Attorney General? _____

Have you or your spouse ever sought or been subject to a protective order? _____

Have you or your spouse ever contacted or been contacted by child protective services? _____

Have you or your spouse ever been arrested for or convicted of a crime? _____

Do you own or possess firearms or ammunition? _____

If so, please describe the items and state their location. _____

Do you have a license to carry a firearm? _____

Issuing State: _____

Are there firearms or ammunition in your spouse's possession or subject to your spouse's control? _____

If so, please describe the items and state their location. _____

13. ESTATE PLANNING

Do you have a will? _____

Have you signed a medical or financial power of attorney or other estate planning documents authorizing your spouse to act on your behalf? _____

Have you executed a transfer on death deed in favor of your spouse? If so, please provide us a copy of the deed. _____

14. OTHER INFORMATION

Have you consulted or retained any other attorneys on this matter before coming to this office? _____

When a divorce is granted, a wife's maiden name or prior name may be restored. If this is desired, what name should be used? _____

Who referred you to this office? _____

Signature of Client

Date

Form 2-7

This questionnaire may be used in a divorce case with children or in a suit affecting the parent-child relationship that is independent of a divorce when a party, the child, or potential party resides outside of Texas.

Client Name: _____

Client Information—Additional Jurisdictional Information

If a child, a party, or a potential party resides outside Texas, please provide the information requested and return it as soon as possible. It is important that you answer each question candidly and completely so that we can understand and assess your case.

If a question does not apply to your particular situation, please indicate by marking the question “N/A.” If the answer to any question requires more space than has been provided on the form, please complete your answer on a separate sheet. Refer to the question number to which your answer applies and attach your answer to this form.

Information Requested

1. Please provide a list of the places where the children have lived during the past five years and the names and present addresses of the persons with whom the children have lived during that period. _____

2. If you have participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation with the children, identify the court, the case number, and the date of the child custody determination, if any. _____

3. If you know of any proceeding that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions, involving you, your (ex-)spouse, or the children, identify the court, the case number, and the nature of the proceeding. _____

4. Please provide the name and address of any person not a party to the current proceeding who has physical custody of the children or claims rights of legal custody or physical custody of, or visitation with, the children. _____

Form 2-8

Client Document Checklist for Divorce

**PERSONAL AND CONFIDENTIAL—ATTORNEY/CLIENT
PRIVILEGE****Instructions:**

To accurately assess your case, information about you and your property and debt is critical. Please review the list below and provide those documents to which you have access at your initial consultation or as soon thereafter as possible. If you do not have access to a particular document, do not enlist your spouse's help without advising your attorney.

The attached list is comprehensive, and not all documents may apply to your circumstances. Similarly, you may have documents that are not listed. Please provide a copy of, or bring to the lawyer's attention, any document you feel is important to your case as early as possible.

Except where indicated, the most current statement for a financial account is sufficient.

Documents for a lengthier period may be necessary and will be requested as the case is prepared.

Description:**Provided:**

(1) Any documents with which you were served or provided by your spouse relating to this suit;	☐
(2) Any prior court orders to which you, your spouse, or a child is party;	☐
(3) Individual income tax returns (last three years);	☐
(4) Company tax returns (last three years);	☐

- (5) Bank statements; ☐
- (6) Brokerage statements; ☐
- (7) Annuity statements; ☐
- (8) IRA statements; ☐
- (9) Pension statements; ☐
- (10) Retirement account statements (i.e., 401k, thrift plan, savings plan, etc.); ☐
- (11) Certificate of deposit statements; ☐
- (12) Personal financial statements; ☐
- (13) Company financial statements; ☐
- (14) Company formation documents; ☐
- (15) Deeds, deeds of trust, and closing statements for property you or your spouse own; ☐
- (16) Mortgage company payment slip (usually 1 page is enough); ☐
- (17) Certificates of title to motor vehicles; ☐
- (18) Most recent statement for each debit and credit card; ☐
- (19) A recent market analysis or appraisal for all real property; ☐
- (20) Appraisal district values for property taxes; ☐
- (21) Other documents that may reveal other assets or liabilities; ☐
- (22) All documents supporting a claim of separate property; ☐
- (23) A recent pay statement; ☐
- (24) A list of your monthly expenses; ☐
- (25) Life insurance policies; ☐
- (26) Your will and estate planning documents; and ☐
- (27) Your spouse's will and estate planning documents. ☐

Forms 2-9 through 2-14 are reserved.

Form 2-15

Include the following notice if a minor is named in the caption or if the notice of current address contains the home address. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Current Address of [party designation]

To the Clerk of the Court:

[Name], [party designation], provides this notice of [his/her] current address in accordance with section 30.015 of the Texas Civil Practice and Remedies Code.

[Name]'s current address is [address, city, state].

This notice is an [original/amended] notice.

[Name]

Or

[Name]
Attorney for [party designation]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**party designation**]

Form 2-16**Letter to Client Regarding Settlement Discussions with Spouse**

[Date]

[Name and address of client]

Re: [style of case]

[Salutation]

Please be advised that the parties to a divorce case may participate in settlement negotiations without their lawyers present. If you feel that you and your spouse can speak in a civil manner with each other, maintain your composure, and remain respectful, I encourage settlement discussions with your spouse. To prevent unintended consequences, please allow me to review any document you are asked to approve, before you sign it.

Please understand that by signing a document, you may permanently surrender rights and claims you may otherwise have under Texas law.

[Name of attorney]

I acknowledge the advice given by my attorney.

[Name of client]

Form 2-17

Letter to Client Regarding Firearms

[Date]

[Name and address of client]

Re: [style of case]

[Salutation]

The Gun Control Act at [18 U.S.C. § 922](#) makes it unlawful for certain categories of persons to ship, transport, receive, or possess firearms or ammunition, including any person—

- convicted in any court of a crime punishable by imprisonment for a term exceeding one year;
- who is a fugitive from justice;
- who is an unlawful user of or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act, codified at [21 U.S.C. § 802](#));
- who has been adjudicated as a mental defective or has been committed to any mental institution;
- who is in the United States illegally;
- who has been discharged from the Armed Forces under dishonorable conditions;
- who has renounced his or her United States citizenship;
- who is subject to a court order restraining the person from harassing, stalking, or threatening an intimate partner or child of the intimate partner or engaging in other

conduct that would place an intimate partner in reasonable fear of bodily injury to the partner or child; or

- who has been convicted of a misdemeanor crime of domestic violence.

It is routine practice for a court in a family law case such as this to enter an order prohibiting a party from “threatening the other party in person, by telephone, or in writing to take unlawful action against any person,” “intentionally, knowingly, or recklessly causing bodily injury to the other party or to a child of either party,” or “threatening the other party or a child of either party with imminent bodily injury.” If an order with similar language is entered in your case, or if a domestic violence protective order is entered against you, you may be subject to prosecution for a federal felony if you possess a firearm or ammunition. If you own firearms or ammunition, please place them with a third party away from your residence for safekeeping pending divorce. When a final order is signed by the judge in this case, you may be permitted to possess these items again unless the final order expressly prohibits your possession of firearms or ammunition.

If you are convicted of the misdemeanor crime of domestic violence, you may be subject to prosecution for a federal felony if you possess any firearm or ammunition. In this circumstance, your right to possess a firearm or ammunition could be forfeited for life.

Please sign below to acknowledge my advice.

Sincerely yours,

[Name of attorney]

I acknowledge the advice given by my attorney.

[Name of client]

Form 2-18

Letter to Client Regarding Inadvertent Agreements

[Date]

[Name and address of client]

Re: [style of case]

[Salutation]

For your protection, I want to make you aware of the following information so that you may avoid entering into a *binding* agreement unintentionally.

Rule 11 of the Texas Rules of Civil Procedure provides that an agreement that is (1) *in writing*, (2) *signed*, and (3) *filed with the court* may be enforced as a binding agreement, resolving the issues contained in that written document and precluding further discussion or litigation regarding those issues.

This description would specifically include any document, handwritten or otherwise, that you and your spouse sign that purports to contain settlement terms. Further, recent decisions of the Supreme Court of Texas greatly increase the likelihood that this sort of informal document could, regardless of your intent, be deemed a final and binding settlement by the court.

Additionally, if you choose to communicate by e-mail with a party to the lawsuit or others, you may say something that could form the basis of a contract. When communicating by e-mail it is often difficult to avoid making admissions or otherwise including something that you will later regret.

I therefore advise that you *do not sign any document* until it has been reviewed by your attorney.

If you have any questions regarding this matter, please feel free to ask.

Sincerely yours,

[Name of attorney]

I acknowledge the advice of my attorney.

[Name of client]

Form 2-19

Letter to Client Regarding Initial Disclosure Requirements

[Date]

[Name and address of client]

Re: [style of case]

[Salutation]

I am writing to inform you of your obligation to produce documents and other information regarding your case without awaiting a discovery request under the Texas Rules of Civil Procedure. [Your husband/Your wife/The other party] has the same obligation to produce these documents to you.

Discovery is an important and potentially dangerous part of the lawsuit because failure to timely disclose the required information to the other party could result in the court's imposing sanctions on you, including not allowing you to present witnesses and other evidence in support of your claims and ordering you to pay the other side's attorney's fees. As such, it is something that must be taken very seriously.

Include the following in suits for divorce, annulment, or to declare a marriage void.

Under the discovery rules, without awaiting a request, you are required to produce to the other party, within thirty days of [your/the other party's] answer, the following documents for the past two years, or since the date of marriage, whichever is less:

1. all deed and lien information on any real property owned and all lease information on any real property leased;

2. all statements for any pension plan, retirement plan, profit-sharing plan, employee benefit plan, and individual retirement plan;
3. all statements or policies for each current life, casualty, liability, and health insurance policy; and
4. all statements pertaining to any account at a financial institution, including banks, savings and loans institutions, credit unions, and brokerage firms.

Include the following in suits in which child support or spousal support is at issue.

Because your case involves [child support/spousal support/child support and spousal support], you must [also] provide to the other party the following information within thirty days of [your/the other party's] answer without awaiting a discovery request:

1. information regarding all policies, statements, and the summary description of benefits for any medical and health insurance coverage that is or would be available for [the child[ren]/the spouse/the child[ren] or the spouse];
2. income tax returns for the previous two years or, if no return has been filed, your Form W-2, Form 1099, and Schedule K-1 for such years; and
3. your two most recent payroll check stubs.

Continue with the following for all suits.

You are [also] required to provide to the other party the following information within thirty days of [your/the other party's] answer:

1. *The correct names of the parties to the lawsuit.* In most family law cases, this is simply the correct legal names of the petitioner and the respondent.

2. *The names, addresses, and telephone numbers of any potential parties.* Unless we are contemplating making a legal claim against a third party in the lawsuit, the usual answer to this question is that there are no potential parties.

3. *The legal theories and, in general, the factual bases of the claims and defenses.* This question is essentially a legal question, and our firm will prepare the majority of the response. However, it is helpful to have a listing of the facts and circumstances that you believe to be most important in your case. Please provide those to us in your draft answers.

4. *The amount and any method of calculating economic damages.* In most family law cases, there is no specific claim for economic damages. If you claim that assets have been wasted or transferred out of your estate, or if any assets of one estate (for example, a separate estate) were used to pay a debt upon or to benefit another estate (for example, the community estate), this could be considered as a claim for economic damages, and we would need to work with you to respond to this question.

5. *Persons with knowledge of relevant facts.* You are required to identify every person who knows anything about the facts (good or bad) that relate to your case. We must list each such person's name, address, and telephone number. Further, we must make a short one-sentence statement identifying the relationship of each person to your case. Please err on the side of disclosing more people, rather than fewer people.

6. *Production of documents and electronically stored information.* You are required to produce a copy—or a description by category and location—of all documents, electronically stored information, and tangible things that you have in your possession, custody, or control and may use to support your claims or defenses.

7. *Indemnity and insuring agreements.* This requirement is primarily addressed to litigation cases other than family law. Accordingly, unless we are making a personal injury

claim in your family law case (which is unusual), then the answer is generally that no such documents exist.

8. *Settlement agreements.* This requirement is primarily addressed to the scenario where there are multiple defendants in a personal injury case, and parties have the right to know whether there have been undisclosed settlements made with other parties.

9. *Witness statements.* You are required to produce any witness statements that are in your possession, custody, or control. A witness statement is (a) a written statement signed or otherwise adopted or approved in writing by the person making it or (b) a stenographic, mechanical, electrical, or other type of recording of a witness's oral statement or any substantially verbatim transcription of such a recording. Notes taken during a conversation or interview with a witness are not a witness statement. If you have any such witness statements, please provide them to us so that we can produce the witness statements to opposing counsel.

10. *Medical records and bills for asserted injuries.* This requirement is primarily relevant in personal injury litigation cases. Unless there is a component of your case involving a claim that one party or the other physically or mentally injured the other party, then it is generally not applicable. If such allegations are possible, then it is important to produce the medical records that you possess.

11. *Medical records obtained by respondent.* This requirement seeks medical records and bills obtained by virtue of an authorization signed by the other party. As stated above, unless there is a component of your case involving a claim that one party or the other physically or mentally injured the other party, then it is generally not applicable. If such allegations are possible, it is important to produce the medical records that you possess, including records that you might have obtained as a result of an authorization provided by the other party.

12. *Responsible third party.* You are required to identify every person who may be designated as a responsible third party. We must list each person's name, address, and telephone number. This requirement is primarily applicable to personal injury cases. However, if you believe there are third parties who may be considered responsible for certain damages in your case, please identify them.

We must receive the required materials by **[date]** so that we have sufficient time to review, organize, and prepare the responses and documents for production to the other party.

Thank you for your attention to this matter.

Sincerely yours,

[Name of attorney]

Form 2-20

Letter to Client Regarding Spoliation of Evidence

[Date]

[Name and address of client]

Re: [style of case]

[Salutation]

I am writing to inform you of your duty to preserve and protect from loss or destruction all material and relevant evidence, including text messages, e-mails, voicemails, videos, recordings, pictures, and social media information, whether the loss or destruction is intentional or negligent through the normal use of your computer or other electronic devices.

You are required to preserve all material and relevant evidence even if it may have been your usual practice before the litigation to routinely delete such information. If, before you received this notice, you routinely deleted any such information, please immediately cease all such practices.

If you suffer a hardware loss or failure that results in the loss or destruction of material and relevant evidence, please let my office know immediately so that we can promptly take the appropriate actions, including notifying the court and opposing counsel. This applies to any cell phone, computer, tablet, or other electronic devices that may be lost or stolen. If you decide to replace your cell phone, computer, tablet, or other electronic device, please do not return or discard your old device. You will need to preserve the old device until the case is resolved.

Please speak with me before you delete or dispose of any data or documents. The penalties that the court can impose on you for what the court deems to be the intentional or negli-

gent destruction of material and relevant evidence can be severe. This includes the court's potentially prohibiting you from presenting certain evidence, deciding issues without any input from you, or making you pay to replicate the lost evidence.

Thank you for your attention to this matter.

Sincerely yours,

[Name of attorney]

Form 2-21

Letter to Client Before Mediation

[Date]

[Name and address of client]

Re: [style of case]

[Salutation]

I am writing regarding our mediation with [name] on [date] at [time]. Please contact the mediator's office at [address] twenty-four hours before mediation to pay the mediation fee of \$[amount].

Mediation is an informal process by which an impartial third party, the mediator, helps people facilitate a mutually acceptable agreement, rather than going to court and having a judge or jury decide the case. Mediation is confidential, which generally means that any communications made during mediation are not subject to disclosure and may not be used as evidence if the case is resolved in court. This means that no one who participates in the mediation, including the mediator, can be required to testify in court about what was said or offered during the mediation. You have the right to ask the mediator to keep specified information confidential until you give the mediator the authority to share that specific information with the opposing party.

If the mediation results in a settlement, the mediator will put the settlement agreement into a written legal document called a mediated settlement agreement, often referred to as an "MSA." An MSA is a powerful legal document that, once signed, is generally irrevocable and cannot be changed. Therefore, it is important for the MSA to be comprehensive and to fully resolve all issues in your case. Once you sign an MSA, you cannot change the agreement if

you later decide that you no longer like the terms or realize that something was accidentally left out of the agreement. Accordingly, please read the MSA carefully to be certain that it addresses all issues related to your case before you sign it.

No one can force you to settle your case in mediation. Your case will not be settled and an MSA will not be signed at mediation unless you agree and choose to sign the MSA voluntarily. Please understand that family law mediation can be stressful and emotional, and it often requires parties to make difficult decisions quickly and under challenging circumstances.

The mediator may speak bluntly to both parties about the strengths and weaknesses of their cases to expose weakness and facilitate a settlement without going to court. I will also give you my objective assessment and advice during the mediation, including my opinion of the settlement terms that I believe are reasonable based on the facts, law, and other circumstances applicable to your case. During the mediation, I or the mediator will assess the ranges of possible outcomes that could happen if the case does not settle and whether settlement at mediation is the best option for you. You may feel pressured; however, as we have discussed, you always have the right not to settle your case at mediation and to let your case be decided in court, which could result in either a better or a worse outcome than what you could have agreed to at mediation.

Confirm case analysis, ranges of outcomes, settlement goals, and so forth.

Sincerely yours,

[Name of attorney]

Chapter 3

Divorce Pleadings

Form 3-1	Original Petition for Divorce	62
Form 3-2	Petitioner’s Supporting Affidavit	133
Form 3-3	Temporary Restraining Order and Order Setting Hearing for Temporary Orders	137
Form 3-4	Notice of Hearing for Temporary Orders and Order to Appear	160
Form 3-5	Motion to Extend Temporary Restraining Order	179
Form 3-6	Order on Motion to Extend Temporary Restraining Order	181
Form 3-7	Application to Enjoin Further Proceedings in Subsequent Suit	182
Form 3-8	Letter to Opposing Party to Give Notice of Filing for Divorce	185
Form 3-9	Notice of Nonsuit	186
Form 3-10	Order Granting Nonsuit	188
Form 3-11	Appearance of Co-Counsel	189
Form 3-12	Letter to Opposing Party Enclosing Waiver of Service	191
Form 3-13	Waiver of Service	192
Form 3-14	Respondent’s Special Appearance	196
Form 3-15	Respondent’s Plea in Abatement	199
Form 3-16	Respondent’s Original Answer	203
Form 3-17	[Special Exception[s]/Motion to Strike Evidentiary Facts from Pleadings/Special Exception[s] and Motion to Strike Evidentiary Facts from Pleadings]	212
Form 3-18	Order on [Special Exception[s]/Motion to Strike Evidentiary Facts from Pleadings/Special Exception[s] and Motion to Strike Evidentiary Facts from Pleadings]	214
<i>[Forms 3-19 through 3-30 are reserved for expansion.]</i>		
Form 3-31	Assault/Intentional Infliction of Emotional Distress	216
Form 3-32	Fraud/Conversion	219
Form 3-33	Transmitting Sexual Disease	224

CHAPTER CONTENTS

Form 3-34	Invasion of Privacy by Unlawful Interception of Oral or Electronic Communication	225
Form 3-35	Tortious Interference with Business Relations	227
Form 3-36	Wrongful Interference with an Existing Contract	229
Form 3-37	Interference with Custody	230
Form 3-38	Parentage Action	232
Form 3-39	Cause of Action Alleging Third-Party Corporation to Be Alter Ego of Respondent	234
Form 3-40	Request for Relief from Third-Party Cotenant	236
	<i>[Form 3-41 is reserved for expansion.]</i>	
Form 3-42	Request for Relief from Third Party for Fraudulent Transfer	239
Form 3-43	Request to Void Fraudulent Obligation to Third Party	242
Form 3-44	Request for Relief from Third-Party Trustee.	243
Form 3-45	Civil Conspiracy	245
Form 3-46	Defenses to Additional Causes of Action	247
Form 3-47	Request for Temporary Orders Pending Appeal	252

Form 3-1
Original Petition for Divorce
Detailed Contents

1. Discovery Level	62	8. Waiver of Waiting Period.....	68
2. Objection to Assignment of Case to Associate Judge	62	9. Marriage and Separation	68
3. Parties	63	10. Grounds	68
4. Residence Requirement	63	10.A. Insupportability	69
4.A. General Requirement	63	10.B. Cruelty	69
4.B. Suit by Nonresident Spouse	63	10.C. Adultery	69
5. Service	63	10.D. Felony Conviction	69
5.A. Personal	64	10.E. Abandonment	69
5.B. Waiver	64	10.F. Living Apart	69
5.C. Substituted	64	10.G. Respondent's Confinement in Mental Hospital	70
5.D. No Attorney Ad Litem.....	64	11. Child[ren]	70
6. Long-Arm Jurisdiction	64	11.A. No Child	70
6.A. Divorce Jurisdiction	64	11.B. No Child under 18 or Otherwise Entitled to Support	70
6.A.1. Statutory Ground	64	11.C. Denial of Paternity	70
6.A.2. Other Long-Arm Jurisdiction Facts	65	11.D. Child[ren] under 18 or Otherwise Entitled to Support under Jurisdiction of Another Court.....	71
6.B. Parent-Child Suit Jurisdiction	65	11.E. Child[ren] under 18 or Otherwise Entitled to Support Not under Jurisdiction of Another Court.....	71
6.B.1. Child[ren] Reside[s] in Texas	65	11.F. Gestational Agreement	72
6.B.2. Former Resident	65	11.G. Court-Ordered Relationships	72
6.B.3. Payment of Prenatal Expenses or Support	65	11.G.1. None Existing.....	72
6.B.4. In-State Intercourse	65	11.G.2. Court-Ordered Relationships	72
6.B.5. Personal Service of Citation	66	11.H. UCCJEA Information.....	73
6.B.6. Submission to Jurisdiction	66	11.I. Insurance Information	73
6.B.7. Paternity Registry/ AOP	66	11.J. Child[ren]'s Property	73
6.B.8. Other Long-Arm Jurisdiction Facts	66	11.J.1. No Property	73
7. Protective Order Statement	66	11.J.2. Property	74
7.A. No Order or Pending Application	67	11.K. Conservatorship and Support	74
7.B. Order Issued	67	11.K.1. Agreement	74
7.C. Application Pending	67	11.K.2. Petitioner and Respondent Permanent Joint Managing Conservators	74

11.K.3. Petitioner Permanent Sole Managing Conservator; Support	76	15.D. Fraud on Community	88
11.K.4. Petitioner Permanent Possessory Conservator	76	16. Separate Property.	89
11.K.5. Election of Alternative Possession Times	77	17. Reimbursement	89
11.K.6. Declining Alternative Possession Times	77	17.A. General—Funds Expended by Community for Respondent’s Separate Estate	89
11.K.7. History or Pattern of Family Violence or Child Abuse or Child Neglect, or Final Protective Order against Respondent.	77	17.B. General—Funds Expended by Petitioner’s Separate Estate for Community	90
11.K.8. Electronic Communication	78	17.C. General—Funds Expended by Petitioner’s Separate Estate for Respondent’s Separate Estate	90
11.K.9. Parenting Coordinator/ Facilitator	79	17.D. Community Time, Talent, Toil, and Effort	90
11.K.10. Military Duty	79	17.D.1. <i>Jensen</i> Ground	91
11.K.11. Minor Disabled Child	81	17.D.2. Statutory Ground	91
11.K.12. Adult Disabled Child	81	17.E. Community Payment of Unsecured Separate Debt	91
11.K.13. Child in School beyond 18 Years	81	17.F. Petitioner’s Separate Estate Payment of Unsecured Community Debt	92
11.K.14. Security for Possession and Access	82	17.G. Petitioner’s Separate Estate Payment of Respondent’s Unsecured Separate Debt	92
11.K.15. International Abduction.	82	17.H. Capital Improvements by Community—Claim against Respondent’s Separate Estate	93
11.K.16. Security for Child Support	82	17.I. Capital Improvements by Separate Estate—Claim against Community Estate	93
11.K.17. Life Insurance	83	17.J. Capital Improvements by Petitioner’s Separate Estate— Claim against Respondent’s Separate Estate	94
11.K.18. Respondent Committed Family Violence	83	17.K. Community Reduction of Secured Debt on Separate Property	94
11.K.19. History of Family Violence or Child Abuse or Neglect	84	17.L. Petitioner’s Separate Estate’s Reduction of Secured Debt on Community Property	95
12. Premarital Agreement.	84	17.M. Petitioner’s Separate Estate’s Reduction of Secured Debt on Respondent’s Separate Property	95
13. Marital-Property Agreement	85	18. Court-Ordered Maintenance	96
14. Separate-Property Agreement	85		
15. Parties’ Property	86		
15.A. Agreement	86		
15.B. Division by Court	86		
15.C. Court—Equities Favoring Petitioner	86		

19. Combined TRO and Temporary Injunction	96	23.F.3. Testimony & Evidence by Electronic Means	122
19.A. Ex Parte Orders for Parties and Property	97	23.G. Residence Restriction	122
19.B. Ex Parte Parent-Child Orders without Affidavit	105	23.H. School Enrollment	122
19.C. Respondent's Authorizations	106	23.I. Travel Restriction	122
20. Extraordinary Relief	107	23.J. Denial or Restriction of Possession or Access	122
20.A. Attaching Child[ren]	107	23.K. Preparation of Child Custody Evaluation	123
20.B. Taking Possession of Child[ren]	107	23.L. Psychological or Psychiatric Evaluation	123
20.C. Excluding Respondent from Child[ren]	107	23.M. Parent Education and Family Stabilization Course	123
20.D. Excluding Respondent from Residence	108	23.N. Parenting Coordinator/Facilitator	123
21. Temporary Orders and Injunction	108	23.O. Appointment of Ad Litem or Amicus	124
21.A. For Protection of Parties and Property	108	23.P. Tax Returns	124
21.B. For Child[ren]	117	24. Temporary Interim Attorney's Fees and Support	124
22. Temporary Orders for Use of Property	118	24.A. Request for Attorney's Fees and Expenses	125
22.A. Exclusive Use and Possession of Residence	118	24.B. Temporary Support	125
22.B. Exclusive Use and Control of Motor Vehicle	119	24.C. Income Taxes	125
22.C. Exclusive Use of Other Property	119	24.D. Property Taxes and Insurance	125
23. Temporary Orders Regarding Child[ren]	119	25. Temporary Orders for Discovery and Ancillary Relief	125
23.A. Temporary Joint Managing Conservators	119	25.A. Inventory and Appraisal	126
23.B. Temporary Sole Managing Conservator	120	25.B. Copies of Tax Information	126
23.C. Payment of Child Support	120	25.C. ADR Participation	126
23.D. Temporary Possessory Conservator	120	25.D. Execution of Releases	126
23.E. Electronic Communication	120	25.E. Pretrial Conference	127
23.F. Military Duty	120	26. Request for Permanent Injunction	127
23.F.1. Military Duty of Petitioner	120	27. Change of Name	127
23.F.2. Military Duty of Respondent	121	28. Attorney's Fees, Expenses, Costs, and Interest	128
		28.A. Suit with No Child[ren]	128
		28.B. Suit with Child[ren]	128
		29. Prayer	129

Form 3-1

To adapt this form for use as an original counterpetition, change the term *Petition* to *Counterpetition*, the term *Petitioner* to *Counterpetitioner*, and the term *Respondent* to *Counterrespondent*.

When using this form, exercise caution if there is a marital-property agreement in existence, as portions of this form may violate the terms of the agreement. See *In re Marriage of I.C. & Q.C.*, 551 S.W.3d 119 (Tex. 2018).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Divorce

1. **Discovery Level** TRCP 190.1

1. *Discovery Level*

Discovery in this case is intended to be conducted under [level 1/level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [Include if level 1: No children are involved in this divorce case, and the value of the marital estate is more than zero but not more than \$250,000.] [If level 3, see form 5-1.]

Include 2. if applicable.

2. **Objection to Assignment of Case to Associate Judge** § 201.005

2. *Objection to Assignment of Case to Associate Judge*

Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. Parties

TCPRC § 30.014

3. Parties

This suit is brought by [**name of petitioner**], Petitioner. [The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

[**Name of respondent**] is Respondent.

4. Residence Requirement*4. Domicile***4.A. General Requirement**

§ 6.301

[Petitioner/Respondent] has been a domiciliary of Texas for the preceding six-month period and a resident of this county for the preceding ninety-day period.

Or

4.B. Suit by Nonresident Spouse

§ 6.302

Petitioner is domiciled in another state or nation. Respondent has been a domiciliary of Texas for at least the last six months and is a resident of this county.

5. Service*5. Service*

Select one of the following.

5.A. Personal

Process should be served on Respondent [**include if applicable:** at
[address, city, state, zip code]].

5.B. Waiver

No service on Respondent is necessary at this time.

5.C. Substituted

Citation of Respondent by publication or other substituted service is
necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit
number/letter**].

Include 5.D. with 5.C. if applicable.

5.D. No Attorney Ad Litem
§ 6.409(e)

There is no child under eighteen years of age who was born or adopted
of this marriage by the spouses, and no appreciable amount of property was
accumulated by the spouses during the marriage. Therefore, Petitioner requests
that the Court dispense with the appointment of an attorney ad litem.

6. Long-Arm Jurisdiction**6. Long-Arm Jurisdiction****6.A. Divorce Jurisdiction**

Select 6.A.1. or 6.A.2. or both.

6.A.1. Statutory Ground
§ 6.305(a)(1)

Respondent is a nonresident of Texas. Petitioner is a resident or a domi-
ciliary of Texas at the commencement of this suit. Texas is the last state in
which marital residence between Petitioner and Respondent occurred, and this

suit is filed before the second anniversary of the date on which marital residence ended.

**6.A.2. Other Long-Arm
Jurisdiction Facts
§ 6.305(a)(2)**

State other facts for long-arm jurisdiction.

Include [6.B.](#) if separate long-arm personal jurisdiction is required with respect to the suit affecting the parent-child relationship.

**6.B. Parent-Child Suit
Jurisdiction**

Select one or more of [6.B.1.](#)–[6.B.8.](#)

**6.B.1. Child[ren] Reside[s] in
Texas
§ 102.011(b)(3)**

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

**6.B.2. Former Resident
§ 102.011(b)(4)**

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

**6.B.3. Payment of Prenatal
Expenses or Support
§ 102.011(b)(5)**

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

**6.B.4. In-State Intercourse
§ 102.011(b)(6)**

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

6.B.5. *Personal Service of
Citation*
§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in
Texas.

6.B.6. *Submission to Jurisdiction*
§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction
of Texas by consent, by entering a general appearance, or by filing a respon-
sive document having the effect of waiving any contest to personal jurisdic-
tion.

6.B.7. *Paternity Registry/AOP*
§ 102.011(b)(7)

The nonresident person [registered with the paternity registry main-
tained by the vital statistics unit/signed an acknowledgment of paternity of a
child born in Texas who is the subject of this suit] as provided by chapter 160
of the Texas Family Code.

6.B.8. *Other Long-Arm
Jurisdiction Facts*
§ 102.011(b)(8)

State other facts for long-arm jurisdiction.

7. **Protective Order Statement**
§ 6.405

7. *Protective Order Statement*

Select 7.A. if no order is in effect and no application is pending.
Include 7.B. if one or more orders are in effect. Include 7.C. if
one or more applications are pending.

7.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

7.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

7.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

Include 8. if applicable.

8. Waiver of Waiting Period
§ 6.702

8. Waiver of Waiting Period

Petitioner requests that this Court grant a divorce prior to the sixtieth day after the date of filing of this Original Petition for Divorce based on a finding that [Respondent has been finally convicted of or received deferred adjudication for an offense involving family violence, as defined by section 71.004 of the Texas Family Code, against [Petitioner/a member of Petitioner's household]/Petitioner has an active [protective order under title 4 of the Texas Family Code/magistrate's order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure], based on a finding of family violence, against Respondent because of family violence committed during the marriage].

9. Marriage and Separation

9. Dates of Marriage and Separation

The parties were married on or about [date] and ceased to live together as spouses on or about [date].

10. Grounds

10. Grounds for Divorce

Select one or more of 10.A. through 10.G.
If pleading grounds in addition to insupportability, consider pleading those grounds first and insupportability in the alternative.

10.A. Insupportability

§ 6.001

The marriage has become insupportable because of discord or conflict of personalities between Petitioner and Respondent that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation.

10.B. Cruelty

§ 6.002

Respondent is guilty of cruel treatment toward Petitioner of a nature that renders further living together insupportable.

10.C. Adultery

§ 6.003

Respondent has committed adultery.

10.D. Felony Conviction

§ 6.004

Since the marriage, Respondent has been convicted of a felony; has been imprisoned for at least one year in the Texas Department of Criminal Justice, a federal penitentiary, or the penitentiary of another state; and has not been pardoned. Respondent was not convicted on the testimony of Petitioner.

10.E. Abandonment

§ 6.005

Respondent has left Petitioner with the intention of abandonment and has remained away for at least one year.

10.F. Living Apart

§ 6.006

Petitioner and Respondent have lived apart without cohabitation for at least three years.

**10.G. Respondent's Confinement
in Mental Hospital**
§ 6.007

Respondent has been confined in a mental hospital in Texas or another state for at least three years, and it appears that Respondent's mental disorder is of such a degree and nature that adjustment is unlikely or that, if adjustment occurs, a relapse is probable. A guardian ad litem should be appointed for Respondent.

11. Child[ren]

11. Child[ren] of the Marriage

Select [11.A.](#), [11.B.](#), [11.D.](#), or [11.E.](#)

11.A. No Child

There is no child born or adopted of this marriage, and none is expected.

Or

**11.B. No Child under 18 or
Otherwise Entitled to
Support**

There is no child under eighteen years of age or otherwise entitled to support who was born or adopted of this marriage, and none is expected.

Include [11.C.](#) if applicable.

11.C. Denial of Paternity
§§ 160.602, 160.607,
160.608, 160.621(c)

Petitioner denies [he/[**name of husband**]] is the father of [**name of child**] and requests genetic testing under chapter 160 of the Texas Family Code.
[Include if denial is filed more than four years after child's birth: [He/[**name of husband**]] [did not live or engage in sexual relations with [**name of wife**] during the probable period of conception/was precluded from commencing a proceed-

ing to adjudicate the parentage of the child within four years after the child's birth because of the mistaken belief that he was the child's biological father based on misrepresentations that led him to that conclusion].]

Or

**11.D. Child[ren] under 18 or
Otherwise Entitled to
Support under Jurisdiction
of Another Court**
§§ 154.306, 154.001(a)(4),
155.201(a)

Petitioner and Respondent are parents of [a] child[ren] of this marriage who [is/are] under the continuing jurisdiction of the [designation] Court of [county] County, Texas.

Or

**11.E. Child[ren] under 18 or
Otherwise Entitled to
Support Not under
Jurisdiction of Another
Court**
§§ 154.306, 154.001(a)(4)

Petitioner and Respondent are parents of the following child[ren] of this marriage who [is/are] not under the continuing jurisdiction of any other court:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

Include 11.F. if applicable.

11.F. Gestational Agreement
 § 6.406(a–1)

Petitioner and Respondent have entered into a gestational agreement establishing a parent-child relationship between them as intended parents and an unborn child on the birth of the child. The gestational mother under the agreement [is/is not] pregnant. [A/No] child who is the subject of the agreement has been born. The agreement [has/has not] been validated under section 160.756 of the Texas Family Code.

If 11.E. was used, continue with 11.G., 11.H., 11.I., 11.J., and 11.K.

11.G. Court-Ordered Relationships

Select 11.G.1. or 11.G.2.

11.G.1. None Existing

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

11.G.2. Court-Ordered Relationships
 § 102.008(b)(5)–(7)

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

- *Service*
 § 102.009

If 11.G.2. was used, select one of the following.

a. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

b. *Waiver*

No service is necessary at this time.

c. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat for each additional person having a court-ordered relationship with the child(ren).

Include 11.H. if any party resides outside Texas.

11.H. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

11.I. Insurance Information
§§ 154.181(b), 154.1815(c)

• *Required*

Information required by sections 154.181(b) and 154.1815(c) of the Texas Family Code is provided in the statement attached as Exhibit [exhibit number/letter].

11.J. Child[ren]'s Property
§ 102.008(b)(9)

11.J.1. *No Property*

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

Or

11.J.2. Property

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: **[describe and state value of property for each child]**.

11.K. Conservatorship and Support

Select [11.K.1.](#), [11.K.2.](#), [11.K.3.](#), or [11.K.4.](#)

11.K.1. Agreement
§ 153.007

Petitioner believes that Petitioner and Respondent will enter into a written agreement containing provisions for conservatorship of, possession of, access to, and support of the child[ren]. If such an agreement is made, Petitioner requests that the Court approve that agreement and adopt it as the Court's order. If such an agreement is not made, Petitioner requests the Court to make orders for conservatorship of, possession of, access to, and support of the child[ren].

Or

11.K.2. Petitioner and Respondent
Permanent Joint
Managing Conservators
§§ 153.005, 153.073,
153.074, 153.131,
153.132, 153.134,
154.001, 154.008

Petitioner and Respondent, on final hearing, should be appointed joint managing conservators. Petitioner requests the Court to apportion the rights and duties of a parent set out in section 153.132 of the Texas Family Code.

Include [11.K.2.a.](#) if the petitioner seeks primary custody.

11.K.2.a. *Primary Residence;
Support*

Petitioner should be designated as the conservator who has the exclusive right to designate the primary residence of the child[ren]. [**Include if applicable:** The primary residence of the child[ren] should be restricted to [**geographic area**].] [**Include if applicable:** The Court should [award Petitioner the exclusive right to enroll the child[ren] in school/order the parties to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence/order the parties to enroll the child[ren] as follows: [**name of child**] in [**name and address of school**] as long as the child is eligible to attend that school [**repeat for each child if more than one**]].] Respondent should be ordered to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court. Petitioner requests that the payments for the support of the child[ren] survive the death of Respondent and become the obligations of Respondent's estate.

11.K.2.b. may be included if the petitioner does not seek primary custody.

11.K.2.b. *Geographic Restriction
Only*

The primary residence of the child[ren] should be restricted to [**geographic area**]. [**Include if applicable:** The Court should [order the parties to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence/order the parties to enroll the child[ren] as follows: [**name of child**] in [**name and address of school**] as long as the child is eligible to attend that school [**repeat for each child if more than one**]].]

Or

11.K.3. *Petitioner Permanent Sole
Managing Conservator;
Support*
§§ 153.005, 153.131,
153.132, 154.001,
105.002

The appointment of Petitioner and Respondent as joint managing conservators would not be in the best interest of the child[ren]. Petitioner, on final hearing, should be appointed sole managing conservator, with all the rights and duties of a parent sole managing conservator, and Respondent should be ordered to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court. Petitioner requests that the payments for the support of the child[ren] survive the death of Respondent and become the obligation of Respondent's estate. **[Include if applicable:** There should be no restriction on the geographic area within which Petitioner may designate the primary residence of the child[ren]. Alternatively, if the primary residence of the child[ren] is restricted to a geographic area, that area should include **[geographic area]**].

Or

11.K.4. *Petitioner Permanent
Possessory Conservator*
§§ 153.006, 153.192,
153.193, 153.073,
153.074

Petitioner should be appointed possessory conservator with all the rights and duties of a parent conservator. Petitioner requests the Court to make orders for the terms and conditions of Petitioner's conservatorship and possession of and access to the child[ren] **[include if applicable:** , including affording Petitioner alternative beginning and ending possession times pursuant to section 153.317 of the Texas Family Code]. **[Include if applicable:** The primary residence of the child[ren] should be restricted to **[geographic area]**].

Include 11.K.5.–11.K.19. as applicable.

11.K.5. Election of Alternative Possession Times

If the Court renders the standard possession order set forth in chapter 153 of the Texas Family Code, Petitioner elects [all the alternative beginning and ending possession times set forth in section 153.317(a) of the Texas Family Code to which Petitioner is entitled/the alternative beginning and ending possession times set forth in section 153.317(a)(**[specify subsection(s) of Code section 153.317(a) containing alternative time(s) being elected]**) of the Texas Family Code].

11.K.6. Declining Alternative Possession Times

If the Court renders the standard possession order set forth in chapter 153 of the Texas Family Code, Petitioner declines [all the alternative beginning and ending possession times provided in section 153.3171(a) of the Texas Family Code to which Petitioner is entitled/the alternative beginning and ending possession times provided in section 153.3171(a) that are set forth in section 153.317(a)(**[specify subsection(s) of Code section 153.317(a) containing alternative time(s) being declined]**) of the Texas Family Code].

11.K.7. History or Pattern of Family Violence or Child Abuse or Child Neglect, or Final Protective Order against Respondent § 153.005(c)

Select 11.K.7.a., 11.K.7.b., and/or 11.K.7.c. as applicable.

11.K.7.a. Family Violence
§ 153.005(c)(1)

Preceding the filing of this suit, Respondent has engaged in a history or pattern of family violence, as defined by section 71.004 of the Texas Family Code.

And/Or

11.K.7.b. Child Abuse or Neglect
§ 153.005(c)(2)

Preceding the filing of this suit, Respondent has engaged in a history or pattern of [child abuse/child neglect/child abuse and child neglect].

And/Or

11.K.7.c. Final Protective Order
§ 153.005(c)(3)

Preceding the filing of this suit, a final protective order was rendered against Respondent.

Continue with [11.K.7.d.](#)

11.K.7.d. Request

Petitioner requests that the Court consider this conduct in appointing Petitioner as sole managing conservator or the parties as joint managing conservators.

11.K.8. Electronic Communication
§ 153.015(b)

Petitioner requests the Court to order reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

11.K.9. *Parenting Coordinator/
Facilitator*
§§ 153.603(d), 153.605(a),
(b), 153.6051(a), (b)

Petitioner requests the Court to appoint a parenting [coordinator/
facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is
good cause for appointment of a parenting [coordinator/facilitator/coordinator
or facilitator] in that [**specify good cause**], and the appointment would be in
the best interest of the child[ren].]

11.K.10. *Military Duty*
§§ 153.701–.707

11.K.10.a. *Military Duty of Petitioner*
§§ 153.703–.704

Petitioner [has been/will be] ordered to [military deployment/military
mobilization/temporary military duty] that involves moving a substantial dis-
tance from Petitioner's residence so as to materially affect Petitioner's ability
to exercise Petitioner's rights and duties in relation to the child[ren].

If Petitioner is awarded the exclusive right to designate the primary resi-
dence of the child[ren], Petitioner requests the Court to render a temporary
order appointing [**name**] the designated person to exercise the exclusive right
to designate the primary residence of the child[ren] during Petitioner's [mili-
tary deployment/military mobilization/temporary military duty]. If Respondent
is appointed the designated person to exercise the exclusive right to designate
the primary residence of the child[ren] during Petitioner's [military deploy-
ment/military mobilization/temporary military duty], Petitioner requests the
Court to award to [**name**] the same visitation to which Respondent is entitled
immediately before the temporary order.

If Petitioner is not awarded the exclusive right to designate the primary
residence of the child[ren], in addition to a possession order for Petitioner,

Petitioner requests the Court to render a temporary order awarding to [name] the same visitation to which Petitioner would be entitled if not ordered to [military deployment/military mobilization/temporary military duty].

The requested orders are in the best interest of the child[ren].

Or

**11.K.10.b. Military Duty of
Respondent
§ 153.705**

Respondent [has been/will be] ordered to [military deployment/military mobilization/temporary military duty] that involves moving a substantial distance from Respondent's residence so as to materially affect Respondent's ability to exercise Respondent's rights and duties in relation to the child[ren].

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], Petitioner requests the Court to render a temporary order appointing Petitioner the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Respondent's [military deployment/military mobilization/temporary military duty]. This appointment would be in the best interest of the child[ren].

Include [11.K.10.c.](#) if applicable.

**11.K.10.c. Testimony & Evidence
by Electronic Means
§ 153.707(c)**

Petitioner requests the Court, after reasonable advance notice and for good cause shown, to allow Petitioner to present testimony and evidence by electronic means, including by teleconference or through the Internet.

Include [11.K.10.d.](#) if applicable.

11.K.10.d. *Expedited Hearing*
§ 153.707(a)

Petitioner requests the Court to grant an expedited hearing.

11.K.11. *Minor Disabled Child*
§ 154.302

[Name of child], 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. Petitioner requests the Court to order that payments for the support of this child be continued after the child's eighteenth birthday and extended for an indefinite period.

11.K.12. *Adult Disabled Child*
§§ 154.302, 154.309

[Name of child], 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. The disability existed or its cause was known to exist before or on [name of child]'s eighteenth birthday. Petitioner requests the Court to order that payments for the support of this child be extended for an indefinite period.

Petitioner should be granted possession of or access to [name of child] as is appropriate under the circumstances.

11.K.13. *Child in School beyond 18 Years*
§§ 154.001, 154.002

Tex. Fam. Code § 154.002 may not provide for children in home schooling.

[Name of child], a child the subject of this suit, is enrolled [under chapter 25 of the Texas Education Code in an accredited secondary school in a program leading toward a high school diploma and is complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education

Code/under section 130.008 of the Texas 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/ 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]. Petitioner requests the Court to order that payments for the support of this child be continued until the end of the month in which the child graduates from high school.

*11.K.14. Security for Possession
and Access
§ 153.011*

Respondent may violate the Court's orders relating to Respondent's possessory interest in the child[ren]. Petitioner requests the Court to order Respondent to execute a bond or deposit security in a reasonable amount, conditioned on Respondent's compliance with the Court's orders concerning possession of and access to the child[ren].

*11.K.15. International Abduction
§ 153.501*

Petitioner requests the Court to determine whether there is a risk of international abduction of the child[ren] by Respondent and to take such measures as are necessary to protect the child[ren].

*11.K.16. Security for Child Support
§ 157.109*

[Respondent is employed by an employer not subject to the Court's jurisdiction./It is unworkable or inappropriate under existing circumstances for the Court to order withholding from Respondent's earnings for child support.]
Petitioner requests the Court to order Respondent to execute a bond or post

security payable through the registry of the Court to Petitioner, conditioned on Respondent's payment of child support.

11.K.17. Life Insurance
§ 154.016

Petitioner requests the Court to order Respondent to obtain and maintain a life insurance policy payable to Petitioner for the benefit of the child[ren] to be applied toward Respondent's support obligation under the child support order in the event of Respondent's death.

11.K.18. Respondent Committed
Family Violence
§ 153.004(d)(1)

Respondent has a history or pattern of committing family violence during the two-year period preceding the date of filing of this suit. Petitioner requests the Court to deny Respondent access to the child[ren]. Alternatively, if the Court finds that awarding Respondent 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], Petitioner requests that the Court render a possession order that is designed to protect the safety and well-being of the child[ren] and any other person who has been a victim of family violence committed by Respondent, including but not limited to ordering that the periods of access be continuously supervised by an entity or person chosen by the Court, ordering that the exchange of possession of or access to the child[ren] occur in a protective setting, **[include if applicable: ordering Respondent to refrain from the consumption of alcohol or a controlled substance within the twelve hours before or during each of Respondent's periods of possession of or access to the child[ren],]** and ordering Respondent to attend and complete a battering intervention and prevention program or, if such a program is not available, to com-

plete a course of treatment with a mental health professional in accordance with section 153.010 of the Texas Family Code.

If respondent's conduct constituting a sexual offense resulting in the victim's pregnancy with the child (Tex. Fam. Code § 153.002(d)(2)) is alleged, see ¶ 11.N.2. in form 40-1.

**11.K.19. History of Family Violence
or Child Abuse or Neglect**
§ 153.004(e), (f)

There is a history or pattern of [child neglect/child abuse/family violence/child neglect and abuse/child neglect and family violence/child abuse and family violence/child abuse, child neglect, and family violence] committed by [Respondent/[**name**], who [resides in Respondent's household/is permitted by Respondent to have unsupervised access to the child[ren] during Respondent's periods of possession of or access to the child[ren]]]. [**Include if applicable:** A protective order was rendered under chapter 85 of title 4 of the Texas Family Code against [Respondent/[**name**]] during the two-year period preceding the date of filing of this suit.] Petitioner requests the Court to deny Respondent access to the child[ren]. Alternatively, Petitioner requests that the Court render a possession order that provides that Respondent's periods of visitation be continuously supervised by an entity or person chosen by the Court.

12. Premarital Agreement
§§ 4.001–.006

12. Premarital Agreement

Petitioner and Respondent have entered into a premarital agreement altering their marital property rights in certain property on and during their marriage. [**Include if applicable:** A copy of the agreement is attached to this pleading as Exhibit [**exhibit number/letter**].] Petitioner requests the Court to enforce the agreement and divide the marital estate in accordance with its

terms. Nothing in this petition should be construed as a challenge to the pre-marital agreement.

13. Marital-Property Agreement
§§ 4.101–.106

13. Marital-Property Agreement

Petitioner and Respondent have entered into a marital-property agreement defining their rights to all their property, both community and separate. [Include if applicable: A copy of the agreement is attached to this pleading as Exhibit [exhibit number/letter].] Petitioner requests the Court to enforce the agreement and divide the marital estate in accordance with its terms. Nothing in this petition should be construed as a challenge to the marital-property agreement.

14. Separate-Property Agreement
§§ 4.201–.206

14. Separate-Property Agreement

Petitioner and Respondent have entered into an agreement to convert all or part of the separate property owned by either or both of them to community property. [Include if applicable: A copy of the agreement is attached to this pleading as Exhibit [exhibit number/letter].] Petitioner requests the Court to enforce the agreement and divide the community estate in a manner that the Court deems just and right, as provided by law. Nothing in this petition should be construed as a challenge to the separate-property agreement.

15. Parties' Property*15. Division of Community Property***15.A. Agreement**

Petitioner believes Petitioner and Respondent will enter into an agreement for the division of their estate. If such an agreement is made, Petitioner requests the Court to approve the agreement and divide their estate in a manner consistent with the agreement. If such an agreement is not made, Petitioner requests the Court to divide their estate in a manner that the Court deems just and right, as provided by law.

Or

15.B. Division by Court

Petitioner requests the Court to divide the estate of Petitioner and Respondent in a manner that the Court deems just and right, as provided by law.

Include 15.C. if applicable.

**15.C. Court—Equities Favoring
Petitioner**

Petitioner should be awarded a disproportionate share of the parties' estate for the following reasons, including but not limited to:

Select as applicable. This list is not intended to be comprehensive and is furnished only to illustrate possible equitable factors relevant to a property division.

- a. fault in the breakup of the marriage;
- b. benefits the innocent spouse may have derived from the continuation of the marriage;

- c. disparity of earning power of the spouses and their ability to support themselves;
- d. health of the spouses;
- e. the spouse to whom conservatorship of the child[ren] is granted;
- f. needs of the child[ren] of the marriage;
- g. education and future employability of the spouses;
- h. community indebtedness and liabilities;
- i. tax consequences of the division of property;
- j. ages of the spouses;
- k. earning power, business opportunities, capacities, and abilities of the spouses;
- l. need for future support;
- m. nature of the property involved in the division;
- n. wasting of community assets by the spouses;
- o. credit for temporary support paid by a spouse;
- p. community funds used to purchase out-of-state property;
- q. gifts to or by a spouse during the marriage;
- r. increase in value of separate property through community efforts by time, talent, labor, and effort;

- s. excessive community-property gifts to the parties' child[ren];
- t. reimbursement;
- u. expected inheritance of a spouse;
- v. attorney's fees to be paid;
- w. creation of community property through the use of a spouse's separate estate;
- x. the size and nature of the separate estates of the spouses;
- y. creation of community property by the efforts or lack thereof of the spouses;
- z. actual fraud committed by a spouse;
- aa. constructive fraud committed by a spouse.

Include 15.D. if applicable.

15.D. Fraud on Community

Respondent has committed fraud on the community estate. Petitioner requests that the Court reconstitute the community estate to its full value prior to Respondent's depletion of the community estate by [his/her] fraudulent acts and divide the reconstituted community estate in a manner that the Court deems just and right, including awarding Petitioner an appropriate share of the community estate, a money judgment, or both.

16. Separate Property
§ 3.001*16. Separate Property*

Petitioner owns certain separate property that is not part of the community estate of the parties, and Petitioner requests the Court to confirm that separate property as Petitioner's separate property and estate.

17. Reimbursement*17. Reimbursement*

The claims for reimbursement that are specifically listed in [Tex. Fam. Code § 3.402\(a\)](#) are not exclusive. Claims listed in [Tex. Fam. Code § 3.409](#) are not reimbursable.

Include [17.A.](#)–[17.M.](#) as applicable. [17.A.](#), [17.B.](#), and [17.C.](#) state claims for reimbursement for funds or assets expended in general terms. [17.D.](#) states a claim for reimbursement for community time, talent, toil, and effort. [17.E.](#) through [17.M.](#) state claims specifically listed in [Tex. Fam. Code § 3.402\(a\)](#).

**17.A. General—Funds Expended
by Community for
Respondent's Separate
Estate**

Petitioner requests the Court to reimburse the community estate for funds or assets expended by the community estate for the benefit of Respondent's separate estate. Those expenditures resulted in a direct benefit to Respondent's separate estate. The community estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to the community estate will result in an unjust enrichment of Respondent's separate estate at the expense of the community estate.

**17.B. General—Funds Expended
by Petitioner's Separate
Estate for Community**

Petitioner requests the Court to reimburse Petitioner's separate estate for funds or assets expended by Petitioner's separate estate for the benefit of the community estate. Those expenditures resulted in a direct benefit to the community estate. Petitioner's separate estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to Petitioner's separate estate will result in an unjust enrichment of the community estate at the expense of Petitioner's separate estate.

**17.C. General—Funds Expended
by Petitioner's Separate
Estate for Respondent's
Separate Estate**

Petitioner requests the Court to reimburse Petitioner's separate estate for funds or assets expended by Petitioner's separate estate for the benefit of Respondent's separate estate. Those expenditures resulted in a direct benefit to Respondent's separate estate. Petitioner's separate estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to Petitioner's separate estate will result in an unjust enrichment of Respondent's separate estate at the expense of Petitioner's separate estate.

**17.D. Community Time, Talent,
Toil, and Effort**

17.D.1. is based on *Jensen v. Jensen*, 665 S.W.2d 107 (Tex. 1984). 17.D.2. is based on Tex. Fam. Code § 3.402(2). In an appropriate case, both standards should be pleaded and proved.

17.D.1. Jensen Ground

Petitioner requests the Court to reimburse the community estate for the value of community time, talent, toil, and effort expended by Respondent to benefit or enhance Respondent's separate estate. The community estate was not adequately compensated for Respondent's use of community time, talent, toil, and effort beyond what was reasonably necessary to maintain, manage, and preserve Respondent's separate estate. The failure of the Court to allow and award such reimbursement to the community estate will result in the unjust enrichment of Respondent's separate estate at the expense of the community estate.

And/Or

**17.D.2. Statutory Ground
§ 3.402(a)(2)**

The community estate has not been adequately compensated for the time, toil, talent, and effort expended by Respondent on **[name of business entity]**, a business entity under Respondent's control and direction and claimed by Respondent as separate property. Petitioner requests the Court to reimburse the community estate for the value of community time, talent, toil, and effort expended by Respondent on **[name of business entity]** in an amount that will adequately compensate the community estate. The failure of the Court to allow and award such reimbursement to the community estate will result in the unjust enrichment of Respondent's separate estate at the expense of the community estate.

**17.E. Community Payment of
Unsecured Separate Debt
§ 3.402(a)(1), (9)**

Petitioner requests the Court to reimburse the community estate for funds or assets expended by the community estate for payment of unsecured

liabilities of Respondent's separate estate. Those expenditures resulted in a direct benefit to Respondent's separate estate. The community estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to the community estate will result in an unjust enrichment of Respondent's separate estate at the expense of the community estate.

**17.F. Petitioner's Separate Estate
Payment of Unsecured
Community Debt
§ 3.402(a)(1)**

Petitioner requests the Court to reimburse Petitioner's separate estate for funds or assets expended by Petitioner's separate estate for payment of unsecured liabilities of the community estate. Those expenditures resulted in a direct benefit to the community estate. Petitioner's separate estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to Petitioner's separate estate will result in an unjust enrichment of the community estate at the expense of Petitioner's separate estate.

**17.G. Petitioner's Separate Estate
Payment of Respondent's
Unsecured Separate Debt
§ 3.402(a)(1)**

Petitioner requests the Court to reimburse Petitioner's separate estate for funds or assets expended by Petitioner's separate estate for payment of unsecured liabilities of Respondent's separate estate. Those expenditures resulted in a direct benefit to Respondent's separate estate. Petitioner's separate estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to

Petitioner's separate estate will result in an unjust enrichment of Respondent's separate estate at the expense of Petitioner's separate estate.

**17.H. Capital Improvements by
Community—Claim against
Respondent's Separate
Estate**
§ 3.402(a)(8)

The community estate has expended funds or assets to make capital improvements on property claimed by Respondent as separate property, giving rise to a claim for reimbursement in favor of the community estate and against Respondent's separate estate. Those expenditures resulted in a direct benefit to Respondent's separate estate. The community estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to the community estate will result in an unjust enrichment of Respondent's separate estate at the expense of the community estate.

**17.I. Capital Improvements by
Separate Estate—Claim
against Community Estate**
§ 3.402(a)(8)

Petitioner's separate estate has expended funds or assets to make capital improvements on community property, giving rise to a claim for reimbursement in favor of Petitioner's separate estate and against the community estate. Those expenditures resulted in a direct benefit to the community estate. Petitioner's separate estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to Petitioner's separate estate will result in an unjust enrichment of the community estate at the expense of Petitioner's separate estate.

**17.J. Capital Improvements by
Petitioner's Separate
Estate—Claim against
Respondent's Separate
Estate**
§ 3.402(a)(8)

Petitioner's separate estate has expended funds or assets to make capital improvements on property claimed by Respondent as separate property, giving rise to a claim for reimbursement in favor of Petitioner's separate estate and against Respondent's separate estate. Those expenditures resulted in a direct benefit to Respondent's separate estate. Petitioner's separate estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to Petitioner's separate estate will result in an unjust enrichment of Respondent's separate estate at the expense of Petitioner's separate estate.

**17.K. Community Reduction of
Secured Debt on Separate
Property**
§ 3.402(a)(3), (4), (6)

Respondent is or was obligated on [a] debt[s] [**include if applicable:** incurred during the marriage for the acquisition of, or capital improvements to, property and] secured by [a] lien[s] on property claimed by Respondent as separate property. The community estate has expended funds or assets for payment of [that/those] debt[s]. Those expenditures have resulted in the reduction of the principal of [that/those] debt[s], giving rise to a claim for reimbursement in favor of the community estate and against Respondent's separate estate. Those expenditures resulted in a direct benefit to Respondent's separate estate. The community estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to the community estate will result in an unjust enrichment of Respondent's separate estate at the expense of the community estate.

**17.L. Petitioner's Separate
Estate's Reduction of
Secured Debt on
Community Property**
§ 3.402(a)(5)

The community estate is or was obligated on [a] debt[s] incurred during the marriage for the acquisition of, or capital improvements to, property and secured by [a] lien[s] on community property. Petitioner's separate estate has expended funds or assets for payment of [that/those] debt[s]. Those expenditures have resulted in the reduction of the principal of [that/those] debt[s], giving rise to a claim for reimbursement in favor of Petitioner's separate estate and against the community estate. Those expenditures resulted in a direct benefit to the community estate. Petitioner's separate estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to Petitioner's separate estate will result in an unjust enrichment of the community estate at the expense of Petitioner's separate estate.

**17.M. Petitioner's Separate
Estate's Reduction of
Secured Debt on
Respondent's Separate
Property**
§ 3.402(a)(3), (4), (6)

Respondent is or was obligated on [a] debt[s] [**include if applicable:** incurred during the marriage for the acquisition of, or capital improvements to, property and] secured by [a] lien[s] on property claimed by Respondent as separate property. Petitioner's separate estate has expended funds or assets for payment of [that/those] debt[s]. Those expenditures have resulted in the reduction of the principal of [that/those] debt[s], giving rise to a claim for reimbursement in favor of Petitioner's separate estate and against Respondent's separate estate. Petitioner's separate estate has not been adequately compensated for or

benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to Petitioner's separate estate will result in an unjust enrichment of Respondent's separate estate at the expense of Petitioner's separate estate.

18. Court-Ordered Maintenance
§§ 8.051, 8.054, 8.101

18. Postdivorce Maintenance

Petitioner requests the Court to order that Petitioner be paid postdivorce maintenance for a reasonable period in accordance with chapter 8 of the Texas Family Code. [**Include if applicable:** Petitioner requests the Court to issue an order for withholding from Respondent's wages for this maintenance.]

If no temporary restraining order is sought, skip to [21](#).

**19. Combined TRO and
Temporary Injunction**

19. Request for Temporary Restraining Order

Petitioner requests the Court to dispense with the issuance of a bond, and Petitioner requests that Respondent be temporarily restrained immediately, without hearing, and after notice and hearing be temporarily enjoined, pending the further order of this Court, from:

The following are examples of some types of relief. Choose only relief that is applicable. Some suggested items of relief are inconsistent with others.

Caution: The federal Violence against Women Act prohibits the possession of a firearm or ammunition by a person prohibited by court order from committing family violence or threats of family violence. See [18 U.S.C. § 922\(g\)\(8\)](#). The standard Texas injunction language set out in items [2.](#), [4.](#), and [5.](#) below could subject a person subject to such an injunction to federal prosecution if the person is in possession of a firearm or ammunition.

**19.A. Ex Parte Orders for Parties
and Property**

§ 6.501

1. *Communicating with Petitioner
in Offensive Manner*
§ 6.501(a)(1)

1. Intentionally communicating with Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm Petitioner.

And/Or

2. *Threatening Petitioner*
§ 6.501(a)(2)

2. Threatening Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm Petitioner.

And/Or

3. *Harassing Petitioner by
Telephone*
§ 6.501(a)(3)

3. Placing a telephone call, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm Petitioner.

And/Or

4. *Injuring Petitioner*
§ 6.501(a)(4)

4. Intentionally, knowingly, or recklessly causing bodily injury to
Petitioner [**include if applicable:** or to a child of either party].

And/Or

5. *Threatening Bodily Harm*
§ 6.501(a)(5)

5. Threatening Petitioner [**include if applicable:** or a child of either
party] with imminent bodily injury.

And/Or

6. *Destroying Property*
§ 6.501(a)(6)

6. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties with intent to obstruct the authority of the Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party
[**include if applicable:** and the child[ren] of the marriage].

And/Or

7. *Falsifying Records*
§ 6.501(a)(7)

7. Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.

And/Or

8. *Concealing Property*
§ 6.501(a)(8)

8. Intentionally misrepresenting or refusing to disclose to Petitioner or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

And/Or

9. *Damaging Property*
§ 6.501(a)(9)

9. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

And/Or

10. *Tampering with Property*
§ 6.501(a)(10)

10. Intentionally or knowingly tampering with the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to Petitioner.

And/Or

11. *Alienating Property*
§ 6.501(a)(11)(A)

11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real property, or intellectual property, and whether separate or community property, except as specifically authorized by order of this Court.

And/Or

12. *Incurring Debts*
§ 6.501(a)(11)(B)

12. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by order of this Court.

And/Or

13. *Withdrawing Funds*
§ 6.501(a)(11)(C)

13. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by order of this Court.

And/Or

14. *Spending Funds*
§ 6.501(a)(11)(D)

14. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by order of this Court.

And/Or

15. *Withdrawing Employee Benefits*
§ 6.501(a)(11)(E)

15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by order of this Court.

And/Or

16. *Brokerage and Investment
Accounts*

16. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized by order of this Court.

And/Or

17. *Withdrawing Insurance Value*
§ 6.501(a)(11)(F)

17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party [**include if applicable:** or a child of the parties], except as specifically authorized by order of this Court.

And/Or

18. *Entering Safe-Deposit Box*
§ 6.501(a)(12)

18. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.

And/Or

19. *Changing Life Insurance
Beneficiary*
§ 6.501(a)(13)

19. Changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party [**include if applicable:** or a child of the parties].

And/Or

20. *Affecting Insurance*
§ 6.501(a)(14)

20. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the parties' property or persons [**include if applicable:** , including a child of the parties].

And/Or

21. *Opening or Diverting Mail*
§ 6.501(a)(15)

21. Opening or diverting mail or e-mail or any other electronic communication addressed to Petitioner.

And/Or

22. *Signing or Endorsing
Petitioner's Name*
§ 6.501(a)(16)

22. Signing or endorsing Petitioner's name on any negotiable instrument, check, or draft, including a tax refund, insurance payment, and dividend, or attempting to negotiate any negotiable instrument payable to Petitioner without the personal signature of Petitioner.

And/Or

23. *Terminating or Limiting Credit
Cards*
§ 6.501(a)(17)

23. Taking any action to terminate or limit credit or charge cards in the name of Petitioner.

And/Or

24. *Changing Tax Withholding*
§ 6.501(a)(18)

24. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.

And/Or

25. *Destroying Financial Records*
§ 6.501(a)(19)

25. Destroying, disposing of, or altering any financial records of the parties, including but not limited to a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.

And/Or

26. *Destroying Electronic Records*
§ 6.501(a)(20)

26. Destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

And/Or

27. *Modifying Electronic Data*
§ 6.501(a)(21)

27. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

And/Or

28. *Deleting Social Network Data*
§ 6.501(a)(22)

28. Deleting any data or content from any social network profile used or created by either party [**include if applicable:** or a child of the parties].

And/Or

29. *Using Password or PIN*
§ 6.501(a)(23)

29. Using any password or personal identification number to gain access to Petitioner's e-mail account, bank account, social media account, or any other electronic account.

And/Or

30. *Affecting Utility Service and Deposits*
§ 6.501(a)(24)

30. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual service, including security, pest control, landscaping, or yard maintenance, at [**full address**] or in any manner attempting to withdraw any deposits for service in connection with any of those services.

And/Or

31. *Excluding Petitioner from Residence*
§ 6.501(a)(25)

31. Excluding Petitioner from the use and enjoyment of the residence located at [**address, city, state**].

And/Or

32. *Interfering with Motor Vehicle*
§ 6.501(a)(26)

32. Entering, operating, or exercising control over the [year, make, and model of motor vehicle] [include if applicable: or any motor vehicle] in the possession of Petitioner.

Continue with the following if applicable.

19.B. *Ex Parte Parent-Child*
Orders without Affidavit
§ 105.001(a)(3), (b)

1. *Disturbing Child[ren] or*
Another Party
§ 105.001(a)(3)

33. Disturbing the peace of the child[ren] or of another party.

And/Or

2. *Withdrawing Child[ren] from*
School or Day Care

34. Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

3. *Hiding Child[ren] from*
Petitioner

35. Hiding or secreting the child[ren] from Petitioner.

And/Or

4. *Disparaging Remarks*

36. Making disparaging remarks regarding Petitioner [include if applicable: or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or
Use only if this issue is a serious matter in the suit.

5. *Consumption of Alcohol*

37. Consuming alcohol within the [number] hours before or during each of Respondent's periods of possession of or access to the child[ren].

And/Or
Use only if this issue is a serious matter in the suit.

6. *Unrelated Adult in Residence
Overnight*

38. Permitting an unrelated adult with whom Respondent has an intimate or dating relationship to remain in the same residence with the child[ren] between the hours of [time] P.M. and [time] A.M.

**19.C. Respondent's
Authorizations**

Petitioner requests that Respondent be authorized only as follows:

1. *Spending for Living Expenses*

To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care.

2. *Spending for Legal Fees*

To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.

3. *Withdrawing Funds*

To make withdrawals from accounts in financial institutions only for the purposes authorized by the Court's order.

Include item 4. if applicable.

4. Operating Business

To engage in acts reasonable and necessary to conduct Respondent's usual business and occupation.

20. Extraordinary Relief**20. Extraordinary Relief**

As the basis for the extraordinary relief requested below, Petitioner would show that before the filing of this petition Respondent has engaged in the conduct set forth in the affidavit attached as Exhibit [exhibit number/letter]. Based on that affidavit, Petitioner requests the Court to grant the following relief:

20.A. Attaching Child[ren]

§ 105.001(c)(1)

Issue an order attaching the [body/bodies] of the child[ren], [name[s]].

And/Or

20.B. Taking Possession of Child[ren]

§ 105.001(c)(2)

Issue an order taking the child[ren], [name[s]], into possession of [Petitioner/the Court].

And/Or

20.C. Excluding Respondent from Child[ren]

§ 105.001(c)(3)

Issue an order excluding Respondent from possession of or access to the child[ren], [name[s]].

And/Or

**20.D. Excluding Respondent from
Residence**
§§ 6.503, 83.006

Issue an order excluding Respondent from Respondent's residence at
[address, city, state].

21. is required *only* if a temporary injunction is desired that requests relief in addition to the making of the TRO into a temporary injunction or if there is not a TRO and a temporary injunction is desired.

**21. Temporary Orders and
Injunction**

21. Request for Temporary Orders and Injunction

Petitioner requests the Court, after notice and hearing, to dispense with the issuance of a bond, to make temporary orders and issue any appropriate temporary injunctions for the preservation of the property and protection of the parties [include if applicable: and for the safety and welfare of the child[ren] of the marriage] as deemed necessary and equitable. Petitioner requests that the Court enjoin Respondent from the following:

**21.A. For Protection of Parties
and Property**
§ 6.501

The following are examples of some types of relief. Choose only relief that is applicable. Some suggested items of relief are inconsistent with others.

Caution: The federal Violence against Women Act prohibits the possession of a firearm or ammunition by a person prohibited by court order from committing family violence or threats of family violence. See 18 U.S.C. § 922(g)(8). The standard Texas injunction language set out in items 2., 4., and 5. below could subject a person subject to such an injunction to federal prosecution if the person is in possession of a firearm or ammunition.

1. *Communicating with Petitioner
in Offensive Manner*
§ 6.501(a)(1)

1. Intentionally communicating with Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm Petitioner.

And/Or

2. *Threatening Petitioner*
§ 6.501(a)(2)

2. Threatening Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm Petitioner.

And/Or

3. *Harassing Petitioner by
Telephone*
§ 6.501(a)(3)

3. Placing a telephone call, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm Petitioner.

And/Or

4. *Injuring Petitioner*
§ 6.501(a)(4)

4. Intentionally, knowingly, or recklessly causing bodily injury to Petitioner [**include if applicable:** or to a child of either party].

And/Or

5. *Threatening Bodily Harm*
§ 6.501(a)(5)

5. Threatening Petitioner [**include if applicable:** or a child of either party] with imminent bodily injury.

And/Or

6. *Destroying Property*
§ 6.501(a)(6)

6. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties with intent to obstruct the authority of the Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party [**include if applicable:** and the child[ren] of the marriage].

And/Or

7. *Falsifying Records*
§ 6.501(a)(7)

7. Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.

And/Or

8. *Concealing Property*
§ 6.501(a)(8)

8. Intentionally misrepresenting or refusing to disclose to Petitioner or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

And/Or

9. *Damaging Property*
§ 6.501(a)(9)

9. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

And/Or

10. *Tampering with Property*
§ 6.501(a)(10)

10. Intentionally or knowingly tampering with the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to Petitioner.

And/Or

11. *Alienating Property*
§ 6.501(a)(11)(A)

11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real property, or intellectual property, and whether separate or community property, except as specifically authorized by order of this Court.

And/Or

12. *Incurring Debts*
§ 6.501(a)(11)(B)

12. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by order of this Court.

And/Or

13. *Withdrawing Funds*
§ 6.501(a)(11)(C)

13. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by order of this Court.

And/Or

14. *Spending Funds*
§ 6.501(a)(11)(D)

14. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by order of this Court.

And/Or

15. *Withdrawing Employee Benefits*
§ 6.501(a)(11)(E)

15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by order of this Court.

And/Or

16. *Brokerage and Investment Accounts*

16. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether

the accounts are self-managed or managed by a third party, except as specifically authorized by order of this Court.

And/Or

17. *Withdrawing Insurance Value*
§ 6.501(a)(11)(F)

17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party [**include if applicable:** or a child of the parties], except as specifically authorized by order of this Court.

And/Or

18. *Entering Safe-Deposit Box*
§ 6.501(a)(12)

18. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.

And/Or

19. *Changing Life Insurance*
Beneficiary
§ 6.501(a)(13)

19. Changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party [**include if applicable:** or a child of the parties].

And/Or

20. *Affecting Insurance*
§ 6.501(a)(14)

20. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the

parties' property or persons [**include if applicable:** , including a child of the parties].

And/Or

21. *Opening or Diverting Mail*
§ 6.501(a)(15)

21. Opening or diverting mail or e-mail or any other electronic communication addressed to Petitioner.

And/Or

22. *Signing or Endorsing
Petitioner's Name*
§ 6.501(a)(16)

22. Signing or endorsing Petitioner's name on any negotiable instrument, check, or draft, including a tax refund, insurance payment, and dividend, or attempting to negotiate any negotiable instrument payable to Petitioner without the personal signature of Petitioner.

And/Or

23. *Terminating or Limiting Credit
Cards*
§ 6.501(a)(17)

23. Taking any action to terminate or limit credit or charge cards in the name of Petitioner.

And/Or

24. *Changing Tax Withholding*
§ 6.501(a)(18)

24. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.

And/Or

25. *Destroying Financial Records*
§ 6.501(a)(19)

25. Destroying, disposing of, or altering any financial records of the parties, including but not limited to a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.

And/Or

26. *Destroying Electronic Records*
§ 6.501(a)(20)

26. Destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

And/Or

27. *Modifying Electronic Data*
§ 6.501(a)(21)

27. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

And/Or

28. *Deleting Social Network Data*
§ 6.501(a)(22)

28. Deleting any data or content from any social network profile used or created by either party [**include if applicable:** or a child of the parties].

And/Or

29. *Using Password or PIN*
§ 6.501(a)(23)

29. Using any password or personal identification number to gain access to Petitioner's e-mail account, bank account, social media account, or any other electronic account.

And/Or

30. *Affecting Utility Service and Deposits*
§ 6.501(a)(24)

30. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual service, including security, pest control, landscaping, or yard maintenance, at [**full address**] or in any manner attempting to withdraw any deposits for service in connection with any of those services.

And/Or

31. *Excluding Petitioner from Residence*
§ 6.501(a)(25)

31. Excluding Petitioner from the use and enjoyment of the residence located at [**address, city, state**].

And/Or

32. *Interfering with Motor Vehicle*
§ 6.501(a)(26)

32. Entering, operating, or exercising control over the [**year, make, and model of motor vehicle**] [**include if applicable:** or any motor vehicle] in the possession of Petitioner.

Continue with the following if applicable.

21.B. For Child[ren]

§ 105.001(a)(3), (b)

1. *Disturbing Child[ren] or
Another Party*
§ 105.001(a)(3)

33. Disturbing the peace of the child[ren] or of another party.

And/Or

2. *Withdrawing Child[ren] from
School or Day Care*

34. Withdrawing the child[ren] from enrollment in the school or
day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

3. *Hiding Child[ren] from
Petitioner*

35. Hiding or secreting the child[ren] from Petitioner.

And/Or

4. *Disparaging Remarks*

36. Making disparaging remarks regarding Petitioner [**include if applicable:** or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

5. *Consumption of Alcohol*

37. Consuming alcohol within the [**number**] hours before or during
each of Respondent's periods of possession of or access to the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

6. *Unrelated Adult in Residence
Overnight*

38. Permitting an unrelated adult with whom Respondent has an intimate or dating relationship to remain in the same residence with the child[ren] between the hours of [time] P.M. and [time] A.M.

If pleadings regarding authorizations are needed, see paragraph 19.C. above.

22. *Temporary Orders for Use of
Property*
§ 6.502

22. *Request for Temporary Orders Concerning Use of Property*

Petitioner requests the Court, after notice and hearing, for the preservation of the property and protection of the parties, to make temporary orders and issue any appropriate temporary injunctions respecting the temporary use of the parties' property as deemed necessary and equitable, including but not limited to the following:

Select one or more of the following.

22.A. *Exclusive Use and
Possession of Residence*
§ 6.502(6)

Awarding Petitioner the exclusive use and possession of the residence located at [street address, city, state], as well as the furniture, furnishings, and other personal property at that residence, while this case is pending, and enjoining Respondent from entering or remaining on the premises of the residence and exercising possession or control of any of this personal property, except as authorized by order of this Court.

And/Or

**22.B. Exclusive Use and Control
of Motor Vehicle**

Awarding Petitioner exclusive use and control of the [year, make, and model of motor vehicle] and enjoining Respondent from entering, operating, or exercising control over it.

And/Or

**22.C. Exclusive Use of Other
Property**

Awarding Petitioner the exclusive use of the following property and enjoining Respondent from exercising possession or control of any of this property: [list property].

**23. Temporary Orders Regarding
Child[ren]***23. Request for Temporary Orders Regarding Child[ren]*

Petitioner requests the Court, after notice and hearing, to dispense with the necessity of a bond and to make temporary orders and issue any appropriate temporary injunctions for the safety and welfare of the child[ren] of the marriage as deemed necessary and equitable, including but not limited to the following:

Select one or more of the following.

**23.A. Temporary Joint Managing
Conservators**
§ 105.001(a)(1)

Appointing Petitioner and Respondent temporary joint managing conservators [include if applicable: , and designating Petitioner as the conservator who has the exclusive right to designate the primary residence of the

child[ren]]. Petitioner requests the Court to apportion the rights and duties of a parent set out in section 153.132 of the Texas Family Code.

Or

**23.B. Temporary Sole Managing
Conservator**
§ 105.001(a)(1)

Appointing Petitioner temporary sole managing conservator.

And/Or

23.C. Payment of Child Support
§§ 105.001(a)(2), 101.0095,
101.020

Ordering Respondent to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while this case is pending.

And/Or

**23.D. Temporary Possessory
Conservator**
§ 105.001(a)(1)

Appointing Petitioner temporary possessory conservator.

Include 23.E.–23.P. as applicable.

23.E. Electronic Communication
§ 153.015(b)

Ordering reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

23.F. Military Duty
§§ 153.701–.707

23.F.1. Military Duty of Petitioner

If Petitioner is awarded the exclusive right to designate the primary resi-

dence of the child[ren], appointing **[name]** the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty] or, if Respondent is appointed the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty], awarding to **[name]** the same visitation to which Respondent is entitled immediately before the temporary order.

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], in addition to a possession order for Petitioner, awarding to **[name]** the same visitation to which Petitioner would be entitled if not ordered to [military deployment/military mobilization/temporary military duty].

Or

23.F.2. Military Duty of Respondent

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], appointing Petitioner the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Respondent's [military deployment/military mobilization/temporary military duty].

Include 23.F.3. if applicable.

**23.F.3. Testimony & Evidence by
Electronic Means**

After reasonable advance notice and for good cause shown, allowing
Petitioner to present testimony and evidence by electronic means, including by
teleconference or through the Internet.

23.G. Residence Restriction

§§ 105.001(a)(1), (4),
153.134(b)(1)(A)

Restricting the primary residence of the child[ren] to **[geographic area]**.

23.H. School Enrollment

§ 105.001(a)

[Awarding Petitioner the exclusive right to enroll the child[ren] in
school./Ordering the parties to enroll the child[ren] in the public schools for the
attendance zone of Petitioner's residence./Ordering the parties to enroll the
child[ren] as follows: **[name of child]** in **[name and address of school]** as long
as the child is eligible to attend that school **[repeat for each child if more than
one].]**

23.I. Travel Restriction

§ 105.001(a)(4)

Enjoining Respondent from removing the child[ren] beyond **[geo-
graphic area]**, acting directly or in concert with others.

**23.J. Denial or Restriction of
Possession or Access**

§ 153.004(d), (d-1), (e)

Denying Respondent access to the child[ren] or, alternatively, rendering
a possession order [in accordance with section 153.004(d-1)(2) of the Texas
Family Code/providing that Respondent's periods of visitation be continuously
supervised]. [If **Tex. Fam. Code §§ 153.501–.503** (international abduction risk)
apply, see form 55-1 for further restrictions.]

**23.K. Preparation of Child
Custody Evaluation**
§ 107.103

Ordering the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

**23.L. Psychological or
Psychiatric Evaluation**
TRCP 204.4

Ordering the [psychological/psychiatric] evaluation of [**name[s]**] and the child[ren].

**23.M. Parent Education and
Family Stabilization Course**
§ 105.009

Ordering the parties to attend a parent education and family stabilization course.

**23.N. Parenting Coordinator/
Facilitator**
§§ 153.605(a), (b),
153.6051(a), (b)

Appointing a parenting [coordinator/facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is good cause for appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in that [**specify good cause**], and the appointment would be in the best interest of the child[ren].]

**23.O. Appointment of Ad Litem or
Amicus**
§§ 107.001, 107.021

Appointing a guardian ad litem to represent the best interests of the
child[ren].

Or

Appointing an attorney ad litem to provide legal services for the
child[ren].

Or

Appointing an amicus attorney to provide legal services necessary to
assist the Court in protecting the best interests of the child[ren].

23.P. Tax Returns
§ 154.063

Ordering Respondent to produce copies of income tax returns for tax
years [years], a financial statement, and current pay stubs by a date certain.

**24. Temporary Interim Attorney's
Fees and Support**

24. Request for Interim Attorney's Fees and Temporary Support

Petitioner requests the Court, after notice and hearing, for the preserva-
tion of the property and protection of the parties, to make temporary orders and
issue any appropriate temporary injunctions regarding attorney's fees and sup-
port as deemed necessary and equitable, including but not limited to the fol-
lowing:

Include 24.A.–24.D. as applicable.

**24.A. Request for Attorney's Fees
and Expenses**
§ 6.502(4)

Petitioner requests that Respondent be ordered to pay reasonable interim attorney's fees and expenses, including but not limited to fees for appraisals, accountants, actuaries, and so forth. Petitioner is not in control of sufficient community assets to pay attorney's fees and anticipated expenses.

24.B. Temporary Support
§ 6.502(2)

Petitioner has insufficient income for support, and Petitioner requests the Court to order Respondent to make payments for the support of Petitioner until a final decree is signed.

24.C. Income Taxes

Petitioner requests that Respondent be ordered to pay estimated income taxes on the due dates as required by the Internal Revenue Service and under the Social Security numbers of both Petitioner and Respondent.

**24.D. Property Taxes and
Insurance**

Petitioner requests that Respondent be ordered to pay any ad valorem taxes and insurance premiums as due on [the properties of the parties/the following property: **[list property]**].

**25. Temporary Orders for
Discovery and Ancillary Relief**

25. Request for Temporary Orders for Discovery and Ancillary Relief

Petitioner requests the Court, after notice and hearing, for the preservation of the property and protection of the parties, to make temporary orders for discovery and ancillary relief as deemed necessary and equitable, including but not limited to the following:

Include 25.A.–25.E. as applicable.

25.A. Inventory and Appraisement
§ 6.502(1)

Ordering Respondent to provide a sworn inventory and appraisal of all the separate and community property owned or claimed by the parties and all debts and liabilities owed by the parties substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form 7-1.

25.B. Copies of Tax Information
§ 6.502(3)

Ordering Respondent to produce copies of all the information necessary to prepare Petitioner's tax returns[s] for tax year[s] [year[s]], including tax returns and all supporting schedules for tax year[s] [year[s]], by a date certain.

25.C. ADR Participation
§§ 6.601–.602,
153.0071; TCPRC § 154.021

Ordering the parties to participate in an alternative dispute resolution process before trial of this matter.

25.D. Execution of Releases

Ordering Respondent to execute all necessary releases required by Petitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.

Include the following if applicable.

Ordering Respondent to execute all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508 to permit Petitioner to obtain health-care information regarding the child[ren].

Ordering Respondent to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Petitioner pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

Ordering Respondent to designate Petitioner as a person to whom protected health information regarding the child[ren] may be disclosed whenever Respondent executes an authorization for disclosure of protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

25.E. Pretrial Conference
TRCP 166

Ordering a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

Include 26. if applicable.

26. Request for Permanent Injunction

26. Request for Permanent Injunction

Petitioner requests the Court, after trial on the merits, to grant the following permanent injunction[s]: [**specify**].

27. Change of Name
§ 6.706

27. Request for Change of Name

Petitioner requests a change of name to [**first, middle, and last names as they should appear in the decree**].

For request for temporary orders pending appeal, see form [3-47](#).

28. Attorney's Fees, Expenses, Costs, and Interest

28. Attorney's Fees, Expenses, Costs, and Interest

28.A. Suit with No Child[ren]

It was necessary for Petitioner to secure the services of [**name of attorney**], a licensed attorney, to prepare and prosecute this suit. To effect an equitable division of the estate of the parties and as a part of the division, judgment for attorney's fees, expenses, and costs through trial and appeal should be granted against Respondent and in favor of Petitioner for the use and benefit of Petitioner's attorney; or, in the alternative, Petitioner requests that reasonable attorney's fees, expenses, and costs through trial and appeal be taxed as costs and be ordered paid directly to Petitioner's attorney, who may enforce the order in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

Or

28.B. Suit with Child[ren]
§ 106.002

It was necessary for Petitioner to secure the services of [**name of attorney**], a licensed attorney, to prepare and prosecute this suit. To effect an equitable division of the estate of the parties and as a part of the division, and for services rendered in connection with conservatorship and support of the child[ren], judgment for attorney's fees, expenses, and costs through trial and appeal should be granted against Respondent and in favor of Petitioner for the use and benefit of Petitioner's attorney and be ordered paid directly to Peti-

tioner's attorney, who may enforce the judgment in the attorney's own name.
Petitioner requests postjudgment interest as allowed by law.

29. Prayer

29. Prayer

- *Required in All Petitions*

Petitioner prays that citation and notice issue as required by law and that the Court grant a divorce and all other relief requested in this petition.

If a TRO is requested, continue with the following.

- *Combined TRO and Temporary Injunction*

Petitioner prays that the Court immediately grant a temporary restraining order restraining Respondent, in conformity with the allegations of this petition, from the acts set forth above, and Petitioner prays that, after notice and hearing, this temporary restraining order be made a temporary injunction.

The following is required *only* if a temporary injunction is desired that requests relief in addition to the making of the TRO into a temporary injunction or if there is not a TRO and a temporary injunction is desired.

- *Temporary Injunction*

Petitioner prays that the Court, [**include if applicable:** in addition to the temporary restraining order and temporary injunction prayed for above,] after notice and hearing, grant a temporary injunction enjoining Respondent, in conformity with the allegations of this petition, from the acts set forth above while this case is pending.

If a permanent injunction is requested, continue with the following.

- *Permanent Injunction*

Petitioner prays that, on final hearing, the Court enter a permanent injunction enjoining Respondent, in conformity with the allegations of this petition, from the acts set forth above.

Include the following as applicable.

- *Change of Name*

Petitioner prays that Petitioner's name be changed as requested above.

And/Or

- *Temporary Relief Pending Appeal*

Petitioner prays that the Court grant the temporary relief pending appeal if the Court's final judgment is appealed, as requested above.

- *Attorney's Fees*

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above.

And/Or

- *Request for Jury Trial*

Petitioner requests a jury trial and pays the jury fee of \$[amount].

Continue with the following.

- *Required in All Petitions*

Petitioner prays for general relief.

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

If this is a counterpetition and a TRO is requested, include this certificate.

Select one of the following.

To the best of my knowledge the party against whom relief is sought is not represented by counsel in the matter made the basis of this suit.

Or

Counsel for the opposing party has been notified of this application and does not wish to be heard on this matter.

Or

Counsel presenting this application has made diligent attempts to notify opposing counsel and has been unable to do so, and circumstances do not permit additional efforts to give notice.

[Name]
Attorney for Counterpetitioner

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For statement regarding health and dental insurance information required under [Tex. Fam. Code §§ 154.181\(b\) and 154.1815\(c\)](#), see form [56-2](#).

For affidavit for citation by publication, see form [3-2](#); for affidavit for citation by other substituted service, see form [8-23](#).

For affidavit language for extraordinary relief, see form [3-2](#).

To seek writ authorizing entry to residence to retrieve personal property under [Tex. Prop. Code ch. 24A](#), see form [64-1](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 3-2

This form may be used as a basis for obtaining service of citation by publication and as a basis for obtaining extraordinary relief or an ex parte eviction. The affidavit should state the basis for the affiant's personal knowledge of the facts alleged. See the practice notes at section 8.58 concerning affidavits generally.

Tex. R. Civ. P. 99 and 103–119 and Tex. Fam. Code §§ 6.409, 102.009, 102.010 govern the requirements of citation and notice. Citation is required only once. Tex. R. Civ. P. 109 requires an affidavit for citation by publication.

Except on a verified pleading or an affidavit in accordance with the Texas Rules of Civil Procedure, an order may not be entered attaching the body of the child, taking the child into the possession of the court or of a person designated by the court, or excluding a parent from possession of or access to a child. Tex. Fam. Code § 105.001(c).

Except as provided in Texas Family Code title 4, an order may not be entered that evicts, ex parte, a party from the party's residence. Tex. Fam. Code § 6.501(b)(2)(A). For this relief, it is required that the applicant file a sworn affidavit *and appear in person* at an ex parte hearing. Tex. Fam. Code § 83.006(a).

Section 152.209 requires that certain information be given by supporting affidavit in any child custody proceeding if any party resides outside Texas. Tex. Fam. Code § 152.209. See form 56-1 for an affidavit for this purpose.

An unsworn declaration may be used in place of an affidavit. See section 8.58 and form 8-27.

Include the following notice if a minor is named in the caption or if the affidavit contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petitioner's Supporting Affidavit

[Name of petitioner] appeared in person before me today and stated under oath:

“My name is **[name of petitioner]**. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

"I am the Petitioner in this case.

1. Citation by Publication

Allege specific facts showing due diligence regarding attempts at personal service and continue with one of the following.

1.A. Residence Unknown
TRCP 109

"The residence of [**name of person entitled to citation**], a party in this case, is unknown to me. I have exercised due diligence to locate the whereabouts of this party and have been unable to do so.[""]

Or

1.B. Transient
TRCP 109

"[**Name of person entitled to citation**], a party in this case, is a transient person. I have exercised due diligence to locate the whereabouts of this party and have been unable to do so.[""]

Or

1.C. Absent from State
TRCP 109

"[**Name of person entitled to citation**], a party in this case, is absent from the state. I have attempted to obtain personal service of nonresident notice on this party as provided for in rule 108 of the Texas Rules of Civil Procedure and have been unable to do so.[""]

Or

1.D. Nonresident
TRCP 109

"[**Name of person entitled to citation**], a party in this case, is a nonresident of this state. I have attempted to obtain personal service of nonresident

notice on this party as provided for in rule 108 of the Texas Rules of Civil Procedure and have been unable to do so.[""]

Include 1.E. if applicable.

1.E. No Parent-Child Relationship
§ 6.409(d)

1.E.1. No Child

“There is no child born or adopted of the marriage of Petitioner and Respondent, and none is expected.[""]

Or

1.E.2. No Child under 18

“There is no child now under eighteen years of age who was born or adopted of the marriage of Petitioner and Respondent, and none is expected.[""]

Include 1.F. if applicable.

1.F. No Appreciable Property
§ 6.409(e)

“No appreciable amount of property was accumulated by Petitioner and Respondent during the marriage.[""]

2. Extraordinary Relief
§ 105.001(c)

If extraordinary relief is sought regarding attaching a child, taking a child into the possession of the court or of a person designated by the court, or excluding a parent from the possession of a child, then, placing the statements in quotation marks, describe in detail, in the words of the affiant, the specific acts and threats of the respondent about harm to the child(ren) or removal of the child(ren). State facts that will inform the court who is principally caring for the child(ren) at this time.

3. Ex Parte Eviction

§§ 6.503, 83.006, 85.021(2)

If extraordinary relief is sought regarding an ex parte eviction from the person's residence, then, placing the statements in quotation marks, describe in detail the facts and circumstances requiring the exclusion of the person from the residence, including all requirements of [Tex. Fam. Code §§ 83.006](#) and [85.021\(2\)](#).

[Name of petitioner]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 3-3

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Temporary Restraining Order and Order Setting Hearing for
Temporary Orders**

The application of Petitioner, [**name of petitioner**], for temporary restraining order was presented to the Court today. Respondent is [**name of respondent**].

Include the following if applicable.

The child[ren] the subject of this suit [is/are] [**name[s] of child[ren]**].

Continue with the following.

1. Temporary Restraining Order
§ 6.501

The Court examined the pleadings [**include if section 105.001(c) relief is sought:** and affidavit] of Petitioner and finds that Petitioner is entitled to a temporary restraining order.

1.A. Conduct Restrained

IT IS THEREFORE ORDERED that the clerk of this Court issue a temporary restraining order restraining Respondent, and Respondent is immediately restrained, from:

Select as required by petition.

1. *Communicating with Petitioner
in Offensive Manner*
§ 6.501(a)(1)

1. Intentionally communicating with Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm Petitioner.

And/Or

2. *Threatening Petitioner*
§ 6.501(a)(2)

2. Threatening Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm Petitioner.

And/Or

3. *Harassing Petitioner by
Telephone*
§ 6.501(a)(3)

3. Placing a telephone call, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm Petitioner.

And/Or

4. *Injuring Petitioner*
§ 6.501(a)(4)

4. Intentionally, knowingly, or recklessly causing bodily injury to Petitioner [**include if applicable:** or to a child of either party].

And/Or

5. *Threatening Bodily Harm*
§ 6.501(a)(5)

5. Threatening Petitioner [**include if applicable:** or a child of either party] with imminent bodily injury.

And/Or

6. *Destroying Property*
§ 6.501(a)(6)

6. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties with intent to obstruct the authority of the Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party [**include if applicable:** and the child[ren] of the marriage].

And/Or

7. *Falsifying Records*
§ 6.501(a)(7)

7. Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.

And/Or

8. *Concealing Property*
§ 6.501(a)(8)

8. Intentionally misrepresenting or refusing to disclose to Petitioner or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

And/Or

9. *Damaging Property*
§ 6.501(a)(9)

9. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

And/Or

10. *Tampering with Property*
§ 6.501(a)(10)

10. Intentionally or knowingly tampering with the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to Petitioner.

And/Or

11. *Alienating Property*
§ 6.501(a)(11)(A)

11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real property, or intellectual property, and whether separate or community property, except as specifically authorized by this order.

And/Or

12. *Incurring Debts*
§ 6.501(a)(11)(B)

12. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by this order.

And/Or

13. *Withdrawing Funds*
§ 6.501(a)(11)(C)

13. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.

And/Or

14. *Spending Funds*
§ 6.501(a)(11)(D)

14. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order.

And/Or

15. *Withdrawing Employee Benefits*
§ 6.501(a)(11)(E)

15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by this order.

And/Or

16. *Brokerage and Investment Accounts*

16. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether

the accounts are self-managed or managed by a third party, except as specifically authorized in this order.

And/Or

17. *Withdrawing Insurance Value*
§ 6.501(a)(11)(F)

17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party [**include if applicable:** or a child of the parties], except as specifically authorized by this order.

And/Or

18. *Entering Safe-Deposit Box*
§ 6.501(a)(12)

18. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.

And/Or

19. *Changing Life Insurance Beneficiary*
§ 6.501(a)(13)

19. Changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party [**include if applicable:** or a child of the parties].

And/Or

20. *Affecting Insurance*
§ 6.501(a)(14)

20. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the

parties' property or persons [**include if applicable:** , including a child of the parties].

And/Or

21. *Opening or Diverting Mail*
§ 6.501(a)(15)

21. Opening or diverting mail or e-mail or any other electronic communication addressed to Petitioner.

And/Or

22. *Signing or Endorsing
Petitioner's Name*
§ 6.501(a)(16)

22. Signing or endorsing Petitioner's name on any negotiable instrument, check, or draft, including a tax refund, insurance payment, and dividend, or attempting to negotiate any negotiable instrument payable to Petitioner without the personal signature of Petitioner.

And/Or

23. *Terminating or Limiting Credit
Cards*
§ 6.501(a)(17)

23. Taking any action to terminate or limit credit or charge cards in the name of Petitioner.

And/Or

24. *Changing Tax Withholding*
§ 6.501(a)(18)

24. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.

And/Or

25. *Destroying Financial Records*
§ 6.501(a)(19)

25. Destroying, disposing of, or altering any financial records of the parties, including but not limited to a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.

And/Or

26. *Destroying Electronic Records*
§ 6.501(a)(20)

26. Destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

And/Or

27. *Modifying Electronic Data*
§ 6.501(a)(21)

27. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

And/Or

28. *Deleting Social Network Data*
§ 6.501(a)(22)

28. Deleting any data or content from any social network profile used or created by either party [**include if applicable:** or a child of the parties].

And/Or

29. *Using Password or PIN*
§ 6.501(a)(23)

29. Using any password or personal identification number to gain access to Petitioner's e-mail account, bank account, social media account, or any other electronic account.

And/Or

30. *Affecting Utility Service and Deposits*
§ 6.501(a)(24)

30. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual service, including security, pest control, landscaping, or yard maintenance, at **[full address]** or in any manner attempting to withdraw any deposits for service in connection with any of those services.

And/Or

31. *Excluding Petitioner from Residence*
§ 6.501(a)(25)

31. Excluding Petitioner from the use and enjoyment of the residence located at **[address, city, state]**.

And/Or

32. *Interfering with Motor Vehicle*
§ 6.501(a)(26)

32. Entering, operating, or exercising control over the **[year, make, and model of motor vehicle]** **[include if applicable: or any motor vehicle]** in the possession of Petitioner.

Continue with the following if applicable.

33. *Disturbing Child[ren] or
Another Party*
§ 105.001(a)(3)

33. Disturbing the peace of the child[ren] or of another party.

And/Or

34. *Withdrawing Child[ren] from
School or Day Care*

34. Withdrawing the child[ren] from enrollment in the school or
day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

35. *Hiding Child[ren] from
Petitioner*

35. Hiding or secreting the child[ren] from Petitioner.

And/Or

36. *Disparaging Remarks*

36. Making disparaging remarks regarding Petitioner [**include if applicable:** or Petitioner's family] in the presence or within the hearing of the
child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

37. *Consumption of Alcohol*

37. Consuming alcohol within the [**number**] hours before or during
each of Respondent's periods of possession of or access to the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

38. *Unrelated Adult in Residence
Overnight*

38. Permitting an unrelated adult with whom Respondent has an intimate or dating relationship to remain in the same residence with the child[ren] between the hours of [time] P.M. and [time] A.M.

**1.B. Respondent's
Authorizations**

IT IS FURTHER ORDERED that Respondent is authorized only as follows:

1. *Spending for Living Expenses*

To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care.

2. *Spending for Legal Fees*

To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.

3. *Withdrawing Funds*

To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

Include item 4. if applicable.

4. *Operating Business*

To engage in acts reasonable and necessary to conduct Respondent's usual business and occupation.

Continue with the following.

1.C. Definitions

For purposes of this order, “personal property” includes, but is not limited to, the following:

- a. cash, checks, traveler’s checks, and money orders;
- b. funds on deposit in financial accounts with commercial banks, savings banks, and credit unions;
- c. funds and assets held in brokerage, mutual fund, and other investment accounts;
- d. publicly traded stocks, bonds, and other securities;
- e. stock options and restricted stock units;
- f. bonuses;
- g. closely held business interests;
- h. retirement benefits and accounts;
- i. deferred compensation benefits;
- j. insurance policies, annuities, and health savings accounts;
- k. motor vehicles, boats, airplanes, cycles, mobile homes, trailers, and recreational vehicles;
- l. money owed to one or both parties, including notes and expected income tax refunds;
- m. household furniture, furnishings, and fixtures;

- n. electronics and computers;
- o. antiques, artwork, and collections;
- p. sporting goods and firearms;
- q. jewelry and other personal items;
- r. pets and livestock;
- s. club memberships;
- t. travel award benefits and other award accounts;
- u. crops, farm equipment, construction equipment, tools, leases, cemetery lots, gold or silver coins not part of a collection, tax overpayments, loss carry-forward deductions, lottery tickets/winnings, stadium bonds, stadium seat licenses, seat options, season tickets, ranch brands, and business names;
- v. digital assets such as e-mail addresses, social network accounts, websites, domain names, digital media such as pictures, music, e-books, movies, and videos, blogs, reward points, digital storefronts, artwork, and data storage accounts;
- w. virtual assets such as virtual pets, avatars, accessories for virtual characters, virtual prizes, virtual real estate, and virtual currency;
- x. safe-deposit boxes and their contents;
- y. storage facilities and their contents; and

z. contingent assets.

1.D. Required in All Restraining Orders

This restraining order is effective immediately and shall continue in force and effect until further order of this Court or until it expires by operation of law. This order shall be binding on Respondent; on Respondent's agents, servants, and employees; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise. The requirement of a bond is waived.

Include appropriate language if relief is sought under [Tex. Fam. Code § 105.001](#)(c) (attachment of child(ren), taking possession of child(ren), or excluding respondent from child(ren)).

Do not use this order for an ex parte eviction of a party from the party's residence. Such an order must meet the requirements of [Tex. Fam. Code §§ 82.005, 83.006, and 85.021](#)(2). It must be a separate document entitled "Protective Order." [Tex. Fam. Code § 85.004](#). See form 17-2.

2. Hearing for Temporary Relief

IT IS FURTHER ORDERED that the clerk shall issue notice to Respondent, [**name of respondent**], to appear, and Respondent is ORDERED to appear in person, [**include if applicable:** and to furnish information sufficient to accurately identify Respondent's net resources and ability to pay child support and to bring with [him/her] tax returns for the past two years, a financial information statement substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form [4-2](#), and pay stubs for the past three months. IT IS ORDERED that Respondent shall appear with those documents] before this Court in the courthouse at [**address, city**], Texas, on _____ at _____.M. The purpose of the hearing is to determine whether, while this case is pending:

Select items 1.–32. as required by petition.

1. *T.R.O. Made Temporary
Injunction*

Caution: The federal Violence against Women Act prohibits the possession of a firearm or ammunition by a person prohibited by court order from committing family violence or threats of family violence. See 18 U.S.C. § 922(g)(8). The standard Texas injunction language set out in items 2., 4., and 5. of the preceding T.R.O., if incorporated in a temporary injunction, could subject a person subject to such an injunction to federal prosecution if the person is in possession of a firearm or ammunition.

1. The preceding temporary restraining order should be made a temporary injunction pending final hearing.

2. *Temporary Injunction*

2. The additional temporary injunction prayed for should be granted.

3. *Exclusive Use and Possession
of Residence*

3. Petitioner should be awarded the exclusive use and possession of the residence located at [street address, city, state], as well as the furniture, furnishings, and other personal property at that residence, while this case is pending, and Respondent should be enjoined from entering or remaining on the premises of the residence and exercising possession or control of any of this personal property, except as authorized by order of this Court.

4. *Exclusive Use and Control of
Motor Vehicle*

4. Petitioner should be awarded exclusive use and control of [year, make, and model of motor vehicle], and Respondent should be enjoined from entering, operating, or exercising control over it.

5. *Exclusive Use of Other Property*

5. Petitioner should be awarded the exclusive use of the following property, and Respondent should be enjoined from exercising possession or control of any of this property: **[list property]**.

6. *Temporary Managing Conservator[s]*

6. Petitioner and Respondent should be appointed temporary joint managing conservators **[include if applicable: , and Petitioner should be designated as the conservator who has the exclusive right to designate the primary residence of the child[ren]]**.

Or

6. Petitioner should be appointed temporary sole managing conservator.

7. *Payment of Child Support*

7. Respondent should be ordered to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while this case is pending.

8. *Temporary Possessory Conservator*

8. Petitioner should be appointed temporary possessory conservator.

9. *Electronic Communication*
§ 153.015(b)

9. The Court should order reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

10. *Military Duty*
§§ 153.701–.707

a. *Military Duty of Petitioner*

10. If Petitioner is awarded the exclusive right to designate the primary residence of the child[ren], the Court should appoint [name] the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty] or, if Respondent is appointed the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty], the Court should award to [name] the same visitation to which Respondent is entitled immediately before the temporary order.

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], in addition to a possession order for Petitioner, the Court should award to [name] the same visitation to which Petitioner would be entitled if not ordered to [military deployment/military mobilization/temporary military duty].

Or

b. *Military Duty of Respondent*

10. If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], the Court should appoint Petitioner the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Respondent's [military deployment/military mobilization/temporary military duty].

Include the following paragraph if applicable.

c. *Testimony & Evidence by
Electronic Means*

After reasonable advance notice and for good cause shown, the Court should allow Petitioner to present testimony and evidence by electronic means, including by teleconference or through the Internet.

11. *Residence Restriction*
§§ 105.001(a)(1), (4),
153.134(b)(1)(A)

11. The primary residence of the child[ren] should be restricted to
[geographic area].

12. *School Enrollment*
§ 105.001(a)

12. [Petitioner should be awarded the exclusive right to enroll the child[ren] in school./The parties should be ordered to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence./The parties should be ordered to enroll the child[ren] as follows: **[name of child]** in **[name and address of school]** as long as the child is eligible to attend that school
[repeat for each child if more than one].]

13. *Travel Restriction*
§ 105.001(a)(4)

13. Respondent should be enjoined from removing the child[ren] beyond [geographic area], acting directly or in concert with others.

14. *Denial or Restriction of
Possession or Access*
§ 153.004(d),(d-1), (e)

14. Respondent should be denied access to the child[ren] or, alternatively, the Court should render a possession order [in accordance with section 153.004(d-1)(2) of the Texas Family Code/providing that Respondent's periods of visitation be continuously supervised]. **[If Tex. Fam. Code**

§§ 153.501–.503 (international abduction risk) apply, see form 55-1 for further restrictions.]

15. *Child Custody Evaluation*

15. The Court should order the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

16. *Psychological or Psychiatric Evaluation*

16. The Court should order the [psychological/psychiatric] evaluation of [**name[s]**] and the child[ren].

**17. *Parent Education and Family Stabilization Course*
§ 105.009**

17. The Court should order the parties to attend a parent education and family stabilization course.

**18. *Parenting Coordinator/
Facilitator*
§§ 153.605(a), (b),
153.6051(a), (b)**

18. The Court should appoint a parenting [coordinator/facilitator/ coordinator or facilitator].

19. *Appointment of Ad Litem or Amicus*

19. The Court should appoint a guardian ad litem to represent the best interests of the child[ren].

Or

19. The Court should appoint an attorney ad litem to provide legal services for the child[ren].

Or

19. The Court should appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

20. *Temporary Support*

20. The Court should order Respondent to pay support to Petitioner until a final decree is signed.

21. *Tax Returns*

21. The Court should order Respondent to produce copies of income tax returns for tax years [**years**], a financial statement, and current pay stubs by a date certain.

22. *Attorney's Fees and Expenses*

22. The Court should order Respondent to pay reasonable interim attorney's fees and expenses.

23. *Income Taxes*

23. The Court should order Respondent to pay estimated income taxes on the due dates as required by the Internal Revenue Service and under the Social Security numbers of both Petitioner and Respondent.

24. *Property Taxes and Insurance*

24. The Court should order Respondent to pay any ad valorem taxes and insurance premiums as due on [the properties of the parties/the following property: [**list property**]].

25. *Inventory and Appraisal*

25. The Court should order Respondent to provide a sworn inventory and appraisal of all the separate and community property owned or claimed by the parties and all debts and liabilities owed by the parties substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form 7-1.

26. *Copies of Income Tax Returns*

26. The Court should order Respondent to produce copies of all the tax information necessary to prepare Petitioner's tax return[s] for tax year[s] [year[s]], including tax returns and all supporting schedules for year[s] [year[s]], by a date certain.

27. *ADR Participation*

27. The Court should order [Respondent/the parties] to participate in an alternative dispute resolution process before trial of this matter.

28. *Execution of Releases*

28. The Court should order Respondent to execute all necessary releases required by Petitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.

29. *Execution of HIPAA Releases*

29. The Court should order Respondent to execute all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508 to permit Petitioner to obtain health-care information regarding the child[ren].

30. *Execution of HIPAA
Authorizations*

30. The Court should order Respondent to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Petitioner pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

31. *Designation of Petitioner in
HIPAA Authorizations*

31. The Court should order Respondent to designate Petitioner as a person to whom protected health information regarding the child[ren] may be disclosed whenever Respondent executes an authorization for disclosure of protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

32. *Pretrial Conference*

32. The Court should order a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

Include item 33. if applicable.

33. *Other Relief*

33. The Court should make all other and further orders respecting the property and the parties that are pleaded for or that are deemed necessary and equitable [**include if applicable:** and for the safety and welfare of the child[ren]].

SIGNED on _____ at _____ .M.

JUDGE PRESIDING

For temporary orders, see form [4-3](#).

Form 3-4

This form is not needed if form [3-3](#) requesting a temporary restraining order is used.

Include the following notice if a minor is named in the caption or if the notice of hearing contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Hearing for Temporary Orders and Order to Appear

Notice is given to Respondent, **[name of respondent]**, and Respondent is ORDERED to appear in person **[include if applicable: and to furnish information sufficient to accurately identify Respondent's net resources and ability to pay child support and to bring with [him/her] tax returns for the past two years, a financial information statement substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form [4-2](#), and pay stubs for the past three months. IT IS ORDERED that Respondent shall appear with those documents]** before this Court in the courthouse at **[address, city]**, Texas, on _____ at _____ .M. Petitioner is **[name of petitioner]**.

Include the following if applicable.

The child[ren] the subject of this suit [is/are] **[name[s] of child[ren]]**.

Continue with the following.

1. Temporary Injunction

One of the purposes of the hearing is to determine whether the temporary injunction prayed for should be granted to enjoin Respondent from the following:

Select as required by petition.

Caution: The federal Violence against Women Act prohibits the possession of a firearm or ammunition by a person prohibited by court order from committing family violence or threats of family violence. See [18 U.S.C. § 922\(g\)\(8\)](#). The standard Texas injunction language set out in items [2.](#), [4.](#), and [5.](#) below could subject a person subject to such an injunction to federal prosecution if the person is in possession of a firearm or ammunition.

1. Communicating with Petitioner in Offensive Manner

1. Intentionally communicating with Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm Petitioner.

And/Or

2. Threatening Petitioner

2. Threatening Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm Petitioner.

And/Or

3. *Harassing Petitioner by Telephone*

3. Placing a telephone call, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm Petitioner.

And/Or

4. *Injuring Petitioner*

4. Intentionally, knowingly, or recklessly causing bodily injury to Petitioner [**include if applicable:** or to a child of either party].

And/Or

5. *Threatening Bodily Harm*

5. Threatening Petitioner [**include if applicable:** or a child of either party] with imminent bodily injury.

And/Or

6. *Destroying Property*

6. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties with intent to obstruct the authority of the Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party [**include if applicable:** and the child[ren] of the marriage].

And/Or

7. *Falsifying Records*

7. Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.

And/Or

8. *Concealing Property*

8. Intentionally misrepresenting or refusing to disclose to Petitioner or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

And/Or

9. *Damaging Property*

9. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

And/Or

10. *Tampering with Property*

10. Intentionally or knowingly tampering with the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to Petitioner.

And/Or

11. *Alienating Property*

11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real property, or intellectual property, and whether separate or community property, except as specifically authorized by order of this Court.

And/Or

12. *Incurring Debts*

12. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by order of this Court.

And/Or

13. *Withdrawing Funds*

13. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by order of this Court.

And/Or

14. *Spending Funds*

14. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by order of this Court.

And/Or

15. *Withdrawing Employee Benefits*

15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by order of this Court.

And/Or

16. *Brokerage and Investment Accounts*

16. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized by order of this Court.

And/Or

17. *Withdrawing Insurance Value*

17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party [**include if applicable:** or a child of the parties], except as specifically authorized by order of this Court.

And/Or

18. *Entering Safe-Deposit Box*

18. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.

And/Or

19. *Changing Life Insurance Beneficiary*

19. Changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party [**include if applicable:** or a child of the parties].

And/Or

20. *Affecting Insurance*

20. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the parties' property or persons [**include if applicable:** , including a child of the parties].

And/Or

21. *Opening or Diverting Mail*

21. Opening or diverting mail or e-mail or any other electronic communication addressed to Petitioner.

And/Or

22. *Signing or Endorsing
Petitioner's Name*

22. Signing or endorsing Petitioner's name on any negotiable instrument, check, or draft, including a tax refund, insurance payment, and dividend, or attempting to negotiate any negotiable instrument payable to Petitioner without the personal signature of Petitioner.

And/Or

23. *Terminating or Limiting Credit
Cards*

23. Taking any action to terminate or limit credit or charge cards in the name of Petitioner.

And/Or

24. *Changing Tax Withholding*

24. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.

And/Or

25. *Destroying Financial Records*

25. Destroying, disposing of, or altering any financial records of the parties, including but not limited to a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.

And/Or

26. *Destroying Electronic Records*

26. Destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

And/Or

27. *Modifying Electronic Data*

27. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

And/Or

28. *Deleting Social Network Data*

28. Deleting any data or content from any social network profile used or created by either party [**include if applicable:** or a child of the parties].

And/Or

29. *Using Password or PIN*

29. Using any password or personal identification number to gain access to Petitioner's e-mail account, bank account, social media account, or any other electronic account.

And/Or

30. *Affecting Utility Service and Deposits*

30. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual service, including security, pest control, landscaping, or yard maintenance, at [**full address**] or in any manner attempting to withdraw any deposits for service in connection with any of those services.

And/Or

31. *Excluding Petitioner from Residence*

31. Excluding Petitioner from the use and enjoyment of the residence located at [**address, city, state**].

And/Or

32. *Interfering with Motor Vehicle*

32. Entering, operating, or exercising control over the [year, make, and model of motor vehicle] [include if applicable: or any motor vehicle] in the possession of Petitioner.

Continue with the following if applicable.

33. *Disturbing Child[ren] or Another Party*

33. Disturbing the peace of the child[ren] or of another party.

And/Or

34. *Withdrawing Child[ren] from School or Day Care*

34. Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

35. *Hiding Child[ren] from Petitioner*

35. Hiding or secreting the child[ren] from Petitioner.

And/Or

36. *Disparaging Remarks*

36. Making disparaging remarks regarding Petitioner [include if applicable: or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

37. *Consumption of Alcohol*

37. Consuming alcohol within the **[number]** hours before or during each of Respondent's periods of possession of or access to the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

38. *Unrelated Adult in Residence Overnight*

38. Permitting an unrelated adult with whom Respondent has an intimate or dating relationship to remain in the same residence with the child[ren] between the hours of **[time]** P.M. and **[time]** A.M.

2. Temporary Orders

Another purpose of this hearing is to determine whether, while this case is pending, the Court should make temporary orders, as necessary and equitable, on the following matters:

Select items 1.–30. as required by petition.

1. *Exclusive Use and Possession of Residence*

1. Petitioner should be awarded the exclusive use and possession of the residence located at **[street address, city, state]**, as well as the furniture, furnishings, and other personal property at that residence, while this case is pending, and Respondent should be enjoined from entering or remaining on the premises of the residence and exercising possession or control of any of this personal property, except as authorized by order of this Court.

2. *Exclusive Use and Control of Motor Vehicle*

2. Petitioner should be awarded exclusive use and control of **[year, make, and model of motor vehicle]**, and Respondent should be enjoined from entering, operating, or exercising control over it.

3. *Exclusive Use of Other Property*

3. Petitioner should be awarded the exclusive use of the following property, and Respondent should be enjoined from exercising possession or control of any of this property: **[list property]**.

4. *Temporary Managing Conservator[s]*

4. Petitioner and Respondent should be appointed temporary joint managing conservators **[include if applicable: , and Petitioner should be designated as the conservator who has the exclusive right to designate the primary residence of the child[ren]]**.

Or

4. Petitioner should be appointed temporary sole managing conservator.

5. *Payment of Child Support*

5. Respondent should be ordered to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while this case is pending.

6. *Temporary Possessory Conservator*

6. Petitioner should be appointed temporary possessory conservator.

7. *Electronic Communication
§ 153.015(b)*

7. The Court should order reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

8. *Military Duty*
§§ 153.701–.707

a. *Military Duty of Petitioner*

8. If Petitioner is awarded the exclusive right to designate the primary residence of the child[ren], the Court should appoint [name] the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty] or, if Respondent is appointed the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty], the Court should award to [name] the same visitation to which Respondent is entitled immediately before the temporary order.

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], in addition to a possession order for Petitioner, the Court should award to [name] the same visitation to which Petitioner would be entitled if not ordered to [military deployment/military mobilization/temporary military duty].

Or

b. *Military Duty of Respondent*

8. If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], the Court should appoint Petitioner the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Respondent's [military deployment/military mobilization/temporary military duty].

Include the following paragraph if applicable.

c. *Testimony & Evidence by
Electronic Means*

After reasonable advance notice and for good cause shown, the Court should allow Petitioner to present testimony and evidence by electronic means, including by teleconference or through the Internet.

9. *Residence Restriction*
§§ 105.001(a)(1), (4),
153.134(b)(1)(A)

9. The primary residence of the child[ren] should be restricted to
[geographic area].

10. *School Enrollment*
§ 105.001(a)

10. [Petitioner should be awarded the exclusive right to enroll the child[ren] in school./The parties should be ordered to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence./The parties should be ordered to enroll the child[ren] as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school
[repeat for each child if more than one].]

11. *Travel Restriction*
§ 105.001(a)(4)

11. Respondent should be enjoined from removing the child[ren] beyond [geographic area], acting directly or in concert with others.

12. *Denial or Restriction of
Possession or Access*
§ 153.004(d), (d-1), (e)

12. Respondent should be denied access to the child[ren] or, alternatively, the Court should render a possession order [in accordance with section 153.004(d-1)(2) of the Texas Family Code/providing that Respondent's peri-

ods of visitation be continuously supervised]. [If Tex. Fam. Code §§ 153.501–.503 (international abduction risk) apply, see form 55-1 for further restrictions.]

13. *Child Custody Evaluation*

13. The Court should order the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

14. *Psychological or Psychiatric Evaluation*

14. The Court should order the [psychological/psychiatric] evaluation of [name[s]] and the child[ren].

15. *Parent Education and Family Stabilization Course*
§ 105.009

15. The Court should order the parties to attend a parent education and family stabilization course.

16. *Parenting Coordinator/
Facilitator*
§§ 153.605(a), (b),
153.6051(a), (b)

16. The Court should appoint a parenting [coordinator/facilitator/ coordinator or facilitator].

17. *Appointment of Ad Litem or Amicus*

17. The Court should appoint a guardian ad litem to represent the best interests of the child[ren].

Or

17. The Court should appoint an attorney ad litem to provide legal services for the child[ren].

Or

17. The Court should appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

18. Tax Returns

18. The Court should order Respondent to produce copies of income tax returns for tax years [years], a financial statement, and current pay stubs by a date certain.

19. Request for Temporary Support

19. The Court should order Respondent to pay support to Petitioner until a final decree is signed.

20. Request for Attorney's Fees and Expenses

20. The Court should order Respondent to pay reasonable interim attorney's fees and expenses.

21. Income Taxes

21. The Court should order Respondent to pay estimated income taxes on due dates as required by the Internal Revenue Service and under the Social Security numbers of both Petitioner and Respondent.

22. *Property Taxes and Insurance*

22. The Court should order Respondent to pay any ad valorem taxes and insurance premiums as due on [the properties of the parties/the following property: **[list property]**].

23. *Inventory and Appraisement*

23. The Court should order Respondent to provide a sworn inventory and appraisement of all the separate and community property owned or claimed by the parties and all debts and liabilities owed by the parties substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form [7-1](#).

24. *Copies of Tax Information*

24. The Court should order Respondent to produce copies of all the tax information necessary to prepare Petitioner's tax return[s] for tax year[s] **[year[s]]**, including tax returns and all supporting schedules for year[s] **[year[s]]**, by a date certain.

25. *ADR Participation*

25. The Court should order [Respondent/the parties] to participate in an alternative dispute resolution process before trial of this matter.

26. *Execution of Releases*

26. The Court should order Respondent to execute all necessary releases required by Petitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.

27. *Execution of HIPAA Releases*

27. The Court should order Respondent to execute all necessary releases pursuant to the Health Insurance Portability and Accountability Act

(HIPAA) and 45 C.F.R. section 164.508 to permit Petitioner to obtain health-care information regarding the child[ren].

28. *Execution of HIPAA Authorizations*

28. The Court should order Respondent to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Petitioner pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

29. *Designation of Petitioner in HIPAA Authorizations*

29. The Court should order Respondent to designate Petitioner as a person to whom protected health information regarding the child[ren] may be disclosed whenever Respondent executes an authorization for disclosure of protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

30. *Pretrial Conference*

30. The Court should order a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

Include item 31. if applicable.

31. *Other Relief*

31. The Court should make all other and further orders respecting the property and the parties that are pleaded for or that are deemed necessary and equitable [**include if applicable:** and for the safety and welfare of the child[ren]].

SIGNED on _____ at _____ .M.

JUDGE PRESIDING

For temporary orders, see form [4-3](#).

Form 3-5

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Extend Temporary Restraining Order

This Motion to Extend Temporary Restraining Order is brought by **[name of movant]**, **[party designation]**, who shows in support:

On **[date]** a temporary restraining order was issued and a hearing was set for **[date]**. **[State reasons for extension, e.g.,** Good cause exists for extension because service has not been perfected on Respondent within the fourteen-day period./Good cause exists for extension because although service was perfected on Respondent, Respondent needs additional time to retain an attorney./The temporary restraining order will expire before the hearing date./A request for a de novo hearing before the referring court is pending.]

[Name of movant] prays that the Court grant this Motion to Extend Temporary Restraining Order.

[Name]
Attorney for **[name of movant]**

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]****Notice of Hearing**

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

 Judge or Clerk
Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]
Attorney for **[name of movant]**

Form 3-6

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Extend Temporary Restraining Order

On [date] the Court considered the Motion to Extend Temporary Restraining Order of [name of movant] and finds that good cause exists for extension of the temporary restraining order, in that [state reason[s] for extension]. It is ORDERED that:

Track items of original restraining order that are sought to be extended.

SIGNED on _____.

JUDGE PRESIDING

Form 3-7

Include the following notice if a minor is named in the caption or if the application contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Application to Enjoin Further Proceedings in Subsequent Suit

This application is brought by **[name of petitioner]**, Applicant, Petitioner in this case. In support, Petitioner shows:

1. Petitioner's Original Petition for Divorce was filed on **[date]**. Respondent, **[name of respondent]**, was served with process on **[date]**. This Court has jurisdiction of this case and the person of Respondent.

2. On **[date]**, as reflected in the attached pleading marked Exhibit **[exhibit number/letter]**, Respondent instituted an action in **[county, state, or nation]** involving essentially the same cause of action, parties, and issues as are before this Court.

3. Allowing Respondent to proceed with **[his/her]** action in **[county, state, or nation]** will result in a multiplicity of suits and lead to inconsistent results. Respondent's action in instituting the action in **[county, state, or nation]** is clearly an attempt to evade and frustrate the jurisdiction of this Court. Petitioner will suffer irreparable harm, damage, and injury, for which Petitioner has no adequate remedy at law, unless Respondent is enjoined from proceeding with **[his/her]** action in **[county, state, or nation]**.

4. Petitioner requests that the Court dispense with the necessity of a bond and that Respondent be temporarily restrained immediately without hearing and, after notice and hearing, be temporarily enjoined, pending further order of this Court, from:

- a. Proceeding further with Respondent's action in [**describe court and cause number**], including, but not limited to, attempting or proceeding to obtain temporary or permanent orders in [**county, state, or nation**] concerning the marriage relationship of the parties, the dissolution of that relationship, [**include if applicable:** the custody and support of the child[ren] of the parties,] spousal support, or any other order normally issued incident to a divorce proceeding or other proceeding involving the marital [**include if applicable:** or parent-child] relationship.
- b. Instituting any other action in [**county, state, or nation**] or in any other county, state, or nation attempting to obtain temporary or permanent orders concerning the marriage relationship of the parties, the dissolution of that relationship, [**include if applicable:** the custody and support of the child[ren] of the parties,] spousal support, or any other order normally issued incident to a divorce proceeding or other proceeding involving the marital [**include if applicable:** or parent-child] relationship.

5. Petitioner further requests that on final hearing the temporary injunction requested above be made into a permanent injunction.

Petitioner prays that the Court grant a temporary restraining order restraining Respondent from the acts set forth in this application and that, after notice and hearing, the Court make the temporary restraining order a temporary injunction. Petitioner further prays that on final hearing the Court make the temporary injunction a permanent injunction.

Petitioner prays for general relief.

 [Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above application is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

 Judge or Clerk
Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

 [Name]

Attorney for Petitioner

For language for inclusion in temporary injunction, see form 4-3.

Form 3-8

For a similar letter to be used when a waiver of service will be transmitted, see form [3-12](#).

Letter to Opposing Party to Give Notice of Filing for Divorce

[Date]

[Name and address of opposing party]

Re: [style of case]

[Salutation]

I was retained by [name of client] in connection with a divorce proceeding that was filed with the district clerk of [county] County, Texas, on [date]. I am enclosing a copy of the Original Petition for Divorce.

Please have your attorney contact me as soon as possible. If an answer to this lawsuit is not filed within fifteen days, I will proceed with formal service of citation.

Sincerely yours,

[Name of attorney]

Enc.

Form 3-9

Include the following notice if a minor is named in the caption or if the notice of nonsuit contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Nonsuit

This Notice of Nonsuit is brought by **[name]**. In support, **[name]** shows:

[Name] no longer desires to prosecute this suit against Respondent, and Respondent has no pleading on file seeking affirmative relief from **[name]**.

[Name]
Attorney for **[name]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for **[name]**

Form 3-10

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Granting Nonsuit

On **[date]** the Court received the Notice of Nonsuit of **[name]** and ORDERS this case dismissed without prejudice to **[name]**'s right to refile it. All costs incurred are taxed against **[name]**, for which let execution issue if not paid.

SIGNED on _____.

JUDGE PRESIDING

Form 3-11

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Appearance of Co-Counsel

[Name of co-counsel] hereby makes this appearance as co-counsel for **[name of client]** in this case.

[Name of attorney]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

APPROVED:

[Name of present counsel]

[Name of client]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [Petitioner/Respondent]

Form 3-12

Letter to Opposing Party Enclosing Waiver of Service

[Date]

[Name and address of opposing party]

Re: [style of case]

[Salutation]

I was retained by [name of client] in connection with a divorce proceeding that was filed with the district clerk of [county] County, Texas, on [date]. I am enclosing a copy of the Original Petition for Divorce and the original and one copy of a Waiver of Service. The legal effect of the waiver should be discussed carefully with counsel of your own choosing.

I would appreciate your delivering the copy of the petition and the waiver to your attorney so that your attorney can contact me directly.

If you do not file an answer to this lawsuit or sign and return this waiver to this office within fifteen days, I will proceed with formal service of citation.

Sincerely yours,

[Name of attorney]

Enc.

Form 3-13

This waiver may be tailored for a variety of purposes through the choice of alternative paragraphs. These purposes include providing a total waiver of all notice, obtaining an appearance by a pro se respondent, and accommodating a respondent who will be represented by counsel and wishes to participate in the proceedings but *not* to be served with citation.

The waiver, to be valid, must be executed *after* the suit is filed. The waiver must be sworn to before *a notary public who is not an attorney in the case* unless the respondent is incarcerated; in that situation, an unsworn declaration under [Tex. Civ. Prac. & Rem. Code § 132.001](#) may be used. The respondent may not sign using a digitized signature. [Tex. Fam. Code § 6.4035](#). Concerning conversion of this form to an unsworn declaration for an incarcerated respondent, see form [8-27](#).

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Waiver of Service

[Name of respondent] appeared in person before me today and stated under oath:

“I, **[name of respondent]**, am the person named as Respondent in this case.

“I acknowledge that I have been provided a copy of **[title or description of pleading]** filed in this case. I have read and understand the contents of that document.

“I understand that the Texas Rules of Civil Procedure require, in most instances, that a party or respondent be served with citation. I do not want to be served with citation, and I waive the issuance and service of citation.

“I enter my appearance in this case for all purposes.

Select among the following as applicable. Some statements are inconsistent with others.

“I waive the making of a record of testimony in this case.

And/Or

“I agree that this case may be taken up and considered by the Court without further notice to me.

And/Or

“I agree that the case may be decided by the presiding Judge of the Court or by a duly appointed Associate Judge of the Court.

And/Or

“I want to be notified of any hearing or trial of this case.

And/Or

“I do not waive any rights that I may have with regard to the division of my interest in my spouse’s and my property.

And/Or

“I do not waive any rights that I may have with respect to the terms and conditions of conservatorship, support, and parental rights and duties related to the child[ren] born of my relationship with Petitioner.

And/Or

“I request the Court to order that my legal name be **[first, middle, and last names as they should appear in decree]**.

And/Or

“If I should enter into a settlement agreement with Petitioner, that agreement will bear my signature indicating my approval of its terms, conditions, and contents.

And/Or

“I request the Court not to enter any orders or judgment not signed by me or without my receiving prior written notice of the date, time, and place of any proceedings.

And/Or

“I understand that I have a duty to notify the attorney for Petitioner if I change my address. I understand that, unless I notify the attorney for Petitioner of any such change in writing, any notices that I might otherwise be entitled to receive with regard to disposition of this proceeding will be forwarded to me at the address indicated below.

And/Or

“Insofar as this suit is concerned, I waive all rights, privileges, and exemptions existing or that may hereafter exist in my favor under the Servicemembers Civil Relief Act, including the appointment of counsel to represent me in this case.

Continue with the following.

“I further state that the following information is correct and that my—

Mailing address is:

E-mail address is:

Telephone number is:

“I further understand that I have a duty to notify the Court if my mailing address or e-mail address changes during this proceeding.”

[Name of respondent]

SIGNED under oath 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.

Form 3-14

This plea must be made *before* any other pleading, but other pleadings may be contained in the same instrument. The *client* must swear to the plea to the jurisdiction. [Tex. R. Civ. P. 120a](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Respondent's Special Appearance

Respondent, [**name of respondent**], files this special appearance under rule 120a of the Texas Rules of Civil Procedure. [The last three numbers of Respondent's driver's license number are [**numbers**]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [**numbers**]./Respondent has not been issued a Social Security number.]

1. Respondent's legal domicile is outside Texas and is in [**location**]. Respondent's person and property are not amenable to process issued by the courts of Texas. None of the grounds for personal jurisdiction provided in the Texas Family Code are applicable. Assumption of jurisdiction over Respondent by this Court would offend traditional notions of fair play and substantial justice. Respondent has had insufficient contacts with Texas to warrant an assumption of jurisdiction. Respondent prays that this Court hear and determine this challenge to personal jurisdiction before hearing any other plea or pleading and enter an appropriate order. In conjunction with this special appearance, Respondent is providing an affidavit that sets out in greater detail the factual circumstances that support this special appearance.

Respondent requests that the Court grant Respondent's special appearance.

Include the following if applicable.

2. If Respondent's special appearance is denied, Respondent requests this Court to dismiss this action because Texas lacks subject-matter jurisdiction in this action under section 152.201 of the Texas Family Code.

3. In the alternative, if Respondent's special appearance is denied and if the Court finds that it has subject-matter jurisdiction to make a child-custody determination in this proceeding, Respondent requests this Court to decline jurisdiction [**include if applicable:** or, alternatively, stay these proceedings on the condition that a custody proceeding be promptly convened in [**state**]] because [**include one or both of the following:** Texas is an inconvenient forum to make a custody determination under the circumstances in this case, and [**state**] is a more appropriate forum for this custody determination/[and] Petitioner has wrongfully taken the child[ren] from another state or has engaged in similar reprehensible conduct].

Further, if the Court finds that Texas is an inconvenient forum or that Petitioner has engaged in conduct that causes this Court to decline jurisdiction, Respondent asks that the Court require Petitioner to pay necessary travel and other expenses, including attorney's fees, incurred by Respondent or any witness of Respondent. Respondent requests that the Court order that payment be made to the clerk of the Court for remittance to Respondent.

Continue with the following.

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

The undersigned states under oath: "I am Respondent in the foregoing Respondent's Special Appearance. I have personal knowledge of the allegations and facts stated in it, and they are true and correct."

[Name of respondent]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[Name]
Attorney for Respondent

Attach affidavit in support of special appearance.

Form 3-15

Include the following notice if a minor is named in the caption, if this is the respondent's initial pleading, or if the plea in abatement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Respondent's Plea in Abatement

Respondent, **[name of respondent]**, files this plea in abatement. **[Include the following if this is respondent's initial pleading: [The last three numbers of Respondent's driver's license number are **[numbers]**./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are **[numbers]**./Respondent has not been issued a Social Security number.]]**

1. Prior Suit/Residence Requirement

Select one or both of the following.

1.A. Prior Suit

Respondent filed a divorce action against Petitioner, **[name]**, on **[date]**, and that action is pending. That action is Cause No. **[number]** in the **[specify]** Court of **[county]** County, **[state]**. The issues and parties in the case filed by Respondent are the same as those in this action.

And/Or

1.B. Residence Requirement

Neither Petitioner nor Respondent has met the dual requirements of being a domiciliary of Texas for six months next preceding the filing of this

suit and a resident of this county for ninety days next preceding the filing of this suit.

Include the following if 1. is used.

Respondent prays this Plea in Abatement be sustained and this case be abated on the Court's docket until the [prior filed suit has been determined/residency requirements have been met/prior filed suit has been determined and the residency requirements have been met].

And/Or

2. **Marital-Property Agreement**

The parties entered into a marital-property agreement entitled [**name of agreement**] (the "agreement"). The agreement defines the parties' rights to all their property. Respondent asks the Court to enforce the agreement and confirm the parties' respective separate property as provided in the agreement.

Respondent asks the Court to order the parties to appoint an arbitrator, who will serve as a special master in this suit and make a binding and conclusive award regarding the issues affected by the parties' agreement. The parties in their agreement agreed to submit to binding arbitration any dispute or controversy regarding the validity, interpretation, or enforceability of the agreement, as well as all issues involving its enforcement in connection with a dissolution proceeding between the parties. The parties expressly waived any right to trial by a court or by trial by a jury. On the filing in Texas of a proceeding to dissolve their marriage, the parties agreed to have the arbitrator appointed under the agreement designated as a special master under the Texas Rules of Civil Procedure. The parties agreed to jointly apply to the Court for any orders necessary to vest the arbitrator with all powers and authority of a

special master under the rules. The agreement contains specific requirements for the arbitrator. Respondent asks the Court to enforce the agreement and all its provisions.

Respondent asks the Court to abate any action the Court may take in this suit other than orders—

- a. compelling the parties to appoint an arbitrator;
- b. designating the arbitrator as a special master;
- c. vesting the arbitrator with all powers and authority of a special master; and
- d. appointing a qualified arbitrator pursuant to section 171.041 of the Texas Civil Practice and Remedies Code if the parties cannot appoint an arbitrator using the method in the agreement.

Respondent prays that this Plea in Abatement be sustained.

Continue with the following.

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

The undersigned states under oath: "I am Respondent in the foregoing Plea in Abatement. I have personal knowledge of the allegations and facts stated in it, and they are true and correct."

[Name of respondent]

SIGNED under oath before me on _____.

Notary Public, State of Texas**Certificate of Service**

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[Name]

Attorney for Respondent

Form 3-16

The respondent's answer should be limited to a response to the matters set out in the petition. Claims for affirmative relief should not be included in the answer but should instead be set out in a counterpetition, which may be filed as a separate document or immediately following the answer in the same document. However, if claims for affirmative relief are included in the answer, they will also constitute "counterclaims" that are subject to the mandatory filing fee. Without payment of such a fee, these conditionally filed claims for affirmative relief will not survive a notice of nonsuit. An answer to a counterpetition should be filed by the petitioner/counterrespondent. If the respondent contests personal jurisdiction, a special appearance must be filed before any other pleading. See form 3-14.

When using this form, exercise caution if there is a marital-property agreement in existence, as portions of this form may violate the terms of the agreement. See *In re Marriage of I.C. & Q.C.*, 551 S.W.3d 119 (Tex. 2018).

Include the following notice if a minor is named in the caption, if this is the respondent's initial pleading, or if the answer contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Respondent's Original Answer

[Name of respondent], Respondent, files this Original Answer to Original Petition for Divorce. [Include the following if this is respondent's initial pleading: [The last three numbers of Respondent's driver's license number are [numbers]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [numbers]./Respondent has not been issued a Social Security number.]]

1. General Denial
TRCP 92

1. General Denial

Respondent enters a general denial.

Include if applicable.

Nothing in this answer should be construed as a challenge to the **[name of property agreement]** signed on **[date]**.

Include [2.](#) if applicable.

2. Objection to Assignment of Case to Associate Judge
§ 201.005

2. Objection to Assignment of Case to Associate Judge

Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

Include [3.](#) if there is a child of the marriage.

3. Information about Child[ren]
§§ 152.209, 154.181(b),
154.1815(c)

3. Information about Child[ren]

Include the following if any party resides outside Texas.

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit **[exhibit number/letter]**.

Continue with the following.

Information required by sections 154.181(b) and 154.1815(c) of the Texas Family Code is provided in the statement attached as Exhibit **[exhibit number/letter]**.

Select [4.](#)–[9.](#) as applicable, and continue with [10.](#)

4. Verified Defenses
TRCP 93

4. Verified Defense[s]

Respondent enters the following verified defense[s]:

Select 4.A.–4.F. as applicable and enumerate as appropriate.

4.A. No Marriage

Petitioner is not entitled to recover in the capacity in which Petitioner sues, and Respondent is not liable in the capacity in which Respondent is being sued, because there is no existing marriage between the parties.

4.B. Pending Suit

There is another suit pending in Texas between the same parties involving the same claim. That suit is Cause No. [number], pending in [county] County, Texas, styled “In the Matter of the Marriage of [name] and [name].”

4.C. Defect of Parties

There is a defect of parties. Petitioner has alleged that certain property belongs to the parties that is, in truth, owned in a joint tenancy or by a partnership or corporation. If Petitioner is making claims against this property, then all cotenants, partnerships, or corporations holding record title to the property must be joined as third-party co-respondents in this suit.

4.D. Denial of Partnership

Respondent denies being a partner in any partnership named in Petitioner's pleading, namely [name of partnership].

4.E. Denial of Incorporation

Respondent denies the existence of any corporation named in Petitioner's pleading, namely [**name**], because the business in question is not incorporated.

4.F. Denial of Assumed Name

Respondent is not doing business under an assumed name or trade name as alleged in Petitioner's pleading.

5. Affirmative Defenses
*TRCP 94**5. Affirmative Defenses*

Respondent further alleges the following affirmative defenses:

Select as applicable. Use affirmative defenses to marital-property agreements with caution.

- a. accord and satisfaction;
- b. arbitration and award;
- c. assumption of risk;
- d. contributory negligence;
- e. discharge in bankruptcy;
- f. duress;
- g. estoppel;
- h. failure of consideration;
- i. fraud;

- j. illegality;
- k. laches;
- l. payment;
- m. release;
- n. res judicata;
- o. statute of frauds;
- p. statute of limitations;
- q. waiver; and
- r. **[other applicable affirmative defenses].**

Include the following if applicable.

Respondent further alleges that there are offsetting benefits to the reimbursement claims made by Petitioner.

6. Denial of Paternity

§§ 160.602, 160.607, 160.608,
160.621(c)

6. Denial of Paternity

Respondent denies [he/[**name of husband**]] is the father of [**name of child**] and requests genetic testing under chapter 160 of the Texas Family Code. **[Include if denial is filed more than four years after child's birth: [He/** [**name of husband**]] [did not live or engage in sexual relations with [**name of wife**] during the probable period of conception/was precluded from commencing a proceeding to adjudicate the parentage of the child within four years after

the child's birth because of the mistaken belief that he was the child's biological father based on misrepresentations that led him to that conclusion].]

**7. Statute of Limitations—Denial
by Petitioner**
§ 160.607

7. Statute of Limitations—Denial by Petitioner

Petitioner's denial of [his/Respondent's] parentage of [**name of child**] is barred by limitations because [he/Respondent] is the child's presumed father and this proceeding was not commenced before the fourth anniversary of the date of the birth of the child.

**8. Objection to Genetic Tests—
Denial by Petitioner**
§ 160.608

8. Objection to Genetic Tests—Denial by Petitioner

Genetic testing should be denied and [Petitioner/Respondent], who is the presumed father of [**name of child**], should be adjudicated to be the father of the child because the conduct of Petitioner estops [him/her] from denying parentage, it would be inequitable to disprove the father-child relationship between the child and the presumed father, and an order adjudicating the presumed father to be the father of the child is in the child's best interest. The Court should appoint an [amicus attorney/attorney ad litem] for the child.

**9. Attorney's Fees, Expenses,
Costs, and Interest**

9. Attorney's Fees, Expenses, Costs, and Interest

9.A. Suit with No Child[ren]

It was necessary for Respondent to secure the services of [**name of attorney**], a licensed attorney, to prepare and defend this suit. To effect an equitable

division of the estate of the parties and as a part of that division, judgment for attorney's fees, expenses, and costs through final judgment after appeal should be granted against Petitioner and in favor of Respondent for the use and benefit of Respondent's attorney; or, in the alternative, Respondent requests that reasonable attorney's fees, expenses, and costs through final judgment after appeal be taxed as costs and be ordered paid directly to Respondent's attorney, who may enforce the order in the attorney's own name. Respondent requests postjudgment interest as allowed by law.

Or

9.B. Suit with Child[ren]
§ 106.002

It was necessary for Respondent to secure the services of [name of attorney], a licensed attorney, to prepare and prosecute this suit. To effect an equitable division of the estate of the parties and as a part of the division, and for services rendered in connection with conservatorship and support of the child[ren], judgment for attorney's fees, expenses, and costs through trial and appeal should be granted against Petitioner and in favor of Respondent for the use and benefit of Respondent's attorney and be ordered paid directly to Respondent's attorney, who may enforce the judgment in the attorney's own name. Respondent requests postjudgment interest as allowed by law.

10. Prayer

10. Prayer

• *Required*

Respondent prays that Petitioner take nothing and that Respondent be granted all relief requested in this Original Answer.

Include the following as applicable.
Use with caution if there is a marital-property agreement.

- *Attorney's Fees*

Respondent also prays for attorney's fees, expenses, costs, and interest as requested above.

And/Or

- *Request for Jury Trial*

Respondent requests a jury trial and pays the jury fee of \$[**amount**].

Continue with the following.

- *Required*

Respondent prays for general relief.

[**Name**]

Attorney for Respondent

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Include the following verification if [4](#). (Verified Defense(s)) is used. An unsworn declaration may be used in place of a verification. See form [8-27](#).

Verification

The undersigned states under oath: "I am Respondent in this case. I have read the above Respondent's Original Answer. The statement[s] contained in paragraph[s] [**specify**] in the Respondent's Original Answer [is/are] within my personal knowledge and [is/are] true and correct."

[Name of respondent]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Certificate of Service

I certify that a true copy of this [document/**title of document**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for Respondent

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For statement regarding health insurance information and dental insurance information required under [Tex. Fam. Code §§ 154.181\(b\)](#) and [154.1815\(c\)](#), see form [56-2](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 3-17

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**[Special Exception[s]/Motion to Strike Evidentiary Facts from
Pleadings/Special Exception[s] and Motion to Strike Evidentiary
Facts from Pleadings]**

[Name], **[party designation]**, excepts and objects to the following portion of paragraph **[number]** of the **[specify pleading]**:

Include the specific language from the pleading that is excepted to and point out the insufficiency in the pleading in accordance with [Tex. R. Civ. P. 91](#) or the factual allegations to be stricken in accordance with [Tex. Fam. Code § 6.402](#).

[Name] requests that the Court enter an order striking that portion of **[name]**'s pleadings and ordering **[name]** to replead **[his/her]** **[specify pleading]** within a reasonable time in conformity with the Court's ruling.

[Name]

Attorney for **[name]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

This matter is set for hearing on _____ at _____ .M. in [**designation and location of court**].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name**]

Form 3-18

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order on [Special Exception[s]/Motion to Strike Evidentiary Facts
from Pleadings/Special Exception[s] and Motion to Strike
Evidentiary Facts from Pleadings]**

On **[date]** the Court considered the [Special Exception[s]/Motion to Strike Evidentiary Facts from Pleadings/Special Exception[s] and Motion to Strike Evidentiary Facts from Pleadings] of **[name]**, **[party designation]**.

Select as applicable.

IT IS ORDERED that the following language is stricken from **[specify pleading]**:
[include specific language from pleading].

And/Or

[Name] is ORDERED to replead the following allegation[s] with particularity on or before **[date]**: **[specify allegations]**.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Forms 3-19 through 3-30 are reserved.

Form 3-31

The following are additional causes of action that may be brought against a spouse. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) Select applicable paragraphs. See the practice notes at sections 3.62 and 3.63.

Assault/Intentional Infliction of Emotional Distress*1. Causes of Action for Assault**a. Cause of Action for Intentional, Knowing, or Reckless Bodily Injury*

On or about [date] in [county] County, Texas, Respondent intentionally or knowingly or recklessly caused bodily injury to Petitioner by [describe incident, e.g., hitting Petitioner in the face with [his/her] fist; **if appropriate, include sexual assault as defined in Penal Code section 22.011**].

And/Or

b. Cause of Action for Threat of Imminent Bodily Injury

On or about [date] in [county] County, Texas, Respondent intentionally and knowingly threatened Petitioner by [describe, e.g., stating Respondent would like to kill Petitioner and advancing on Petitioner with a deadly weapon], which placed Petitioner in fear or apprehension of imminent bodily injury.

And/Or

c. Cause of Action for Offensive or Provocative Physical Contact

On or about [date] in [county] County, Texas, Respondent intentionally or knowingly caused physical contact with Petitioner by [describe incident] when Respondent knew or

should have reasonably believed that Petitioner would regard such contact as offensive or provocative.

2. *Cause of Action for Intentional Infliction of Emotional Distress*

On or about [date] in [county] County, Texas, Respondent intentionally or recklessly engaged in a pattern of extreme and outrageous conduct that caused Petitioner to suffer severe emotional distress. Respondent [describe conduct].

3. *Actual Damages for Resulting Personal Injuries*

As a direct and proximate result of Respondent's wrongful conduct alleged above, Petitioner has suffered certain damages including

Select from the following.

- a. reasonable and necessary medical expenses in the past;
- b. reasonable and necessary medical expenses that in reasonable probability will be incurred in the future;
- c. loss of earnings in the past;
- d. loss of earning capacity, diminution of earning capacity, or both that in reasonable probability will be suffered in the future;
- e. physical pain, suffering, and mental anguish in the past;
- f. physical pain, suffering, and mental anguish that in reasonable probability will be suffered in the future;
- g. disfigurement;
- h. physical impairment.

Petitioner additionally brings this suit for these damages, which are within the jurisdictional limits of this Court.

Include 4. if applicable.

4. Exemplary Damages

The conduct committed by Respondent against Petitioner is the type of conduct evidencing actual malice on Respondent's part that allows the imposition of exemplary damages. Petitioner additionally brings this suit for these damages, which are within the jurisdictional limits of this Court.

5. Prayer

Petitioner prays for judgment against Respondent in a sum within the jurisdictional limits of this Court for [his/her] actual damages as alleged, [**include if applicable:** for exemplary damages,] for prejudgment and postjudgment interest as allowed by law, for costs of court, and for general relief.

Form 3-32

The following are additional causes of action that may be brought against a spouse. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) Select applicable paragraphs. See the practice notes at sections 3.66, 3.67, and 3.68.

Fraud/Conversion

1. Breach of Fiduciary Duty

Respondent, as Petitioner's spouse, had a fiduciary relationship with and a fiduciary duty to Petitioner. As a result of their fiduciary relationship, Petitioner reposed a special confidence in Respondent, and Respondent had a duty in equity and good conscience to act in good faith and with due regard for Petitioner's interests.

Respondent, in violation of [his/her] duty to Petitioner, has breached [his/her] duty to Petitioner by [**state actions taken by respondent that constitute breach as they relate to fraud, conversion, or both**].

Select as applicable.

Include the following if one spouse actually induced the other spouse to enter into a transaction with the intent of actually defrauding the spouse.

a. Actual Fraud [transaction-based]

Respondent plotted and carried out a plan to actually defraud Petitioner and Petitioner's separate estate. Respondent made material representations to Petitioner that were false. Respondent knew these representations were false, or Respondent made them recklessly without knowledge of their truth and as a positive assertion. Respondent made these representations with the intention that Petitioner would act on them. Petitioner acted in reliance on these

representations and as a consequence suffered injury and damage as follows: [**allege specific facts**].

And/Or

Include the following if one spouse actually defrauded the other without the occurrence of a transaction between the two—for example, by making an unusually large gift or transfer, the primary purpose of which was to defraud the other spouse.

b. Actual Fraud [not transaction-based]

Respondent, without the knowledge, consent, or approval of Petitioner, unfairly conveyed more than \$[**amount**] in community assets to [**name**] for the primary purpose of defrauding Petitioner. That conveyance was unfair and in actual fraud of Petitioner's rights.

And/Or

c. Constructive Fraud

Respondent has defrauded Petitioner by breaching a legal and/or equitable duty owed Petitioner as a result of their fiduciary relationship. That breach is fraudulent because, irrespective of Respondent's moral guilt, the breach had a tendency to deceive Petitioner and to violate Petitioner's confidence or to injure the public interest. Respondent's actions damaged Petitioner as follows: [**allege specific facts**].

Include the following paragraph only if a claim is made for actual fraud against the petitioner's separate estate.

Damages for Actual Fraud

All these acts constitute actual damage to Petitioner's separate estate in the amount of \$[**amount**]. Further, these acts were maliciously done by Respondent, and as a result Petitioner is entitled to exemplary damages of \$[**amount**].

And/Or

d. Waste of Assets

Respondent has squandered community assets by making grossly excessive gifts of community **[include if applicable: and separate]** assets to **[name]**, a person who is not the natural object of Respondent's generosity, being **[describe, as applicable, someone who is not related to respondent, e.g., Respondent's paramour]**. Respondent has spent and wasted community funds **[include if applicable: and Petitioner's separate assets]** on this person at a time when Respondent knew or should have known that Petitioner would have objected to these expenditures. These expenditures and gifts of property are in direct violation of Respondent's duty as co-manager of the community estate **[include if applicable: and in violation of the fiduciary responsibility placed on Respondent when entrusted with Petitioner's separate estate and funds]**.

And/Or

e. Conversion of Separate Property

On **[date]** Petitioner was the owner of **[describe property]** and was in possession of or had the right of possession of that separate property under section 3.101 of the Texas Family Code in that **[describe the facts showing separate-property ownership]**. **[Include if applicable: A true copy of the document giving rise to the right of possession to the property is attached to this pleading as Exhibit [exhibit number/letter].]** On **[date]** in the city of **[city, county]** County, Texas, Respondent unlawfully and without authority assumed dominion and control over the property to the exclusion of or inconsistent with Petitioner's rights in the property in that Respondent **[describe the manner in which respondent converted the property, e.g., sold the property to a third party]**. In this connection, Petitioner will show that Petitioner had left the property in Respondent's possession for the purpose of **[describe purpose]**. On **[date]** Peti-

tioner demanded that Respondent return the property. Respondent has refused to return the property to Petitioner.

Select one of the following.

The fair market value of the property at the time and place of conversion was \$[**amount**], for which Petitioner now sues.

Or

The property described had no readily ascertainable fair market value but had an intrinsic value to Petitioner at the time and place of conversion of \$[**amount**], for which Petitioner now sues.

And/Or

Petitioner seeks compensation for the loss of use of the converted property in an amount of \$[**amount**].

And/Or

Petitioner is also entitled to recover damages for the mental anguish suffered as a proximate result of that conversion, because Respondent intentionally converted the property.

Continue with the following as applicable.

Prejudgment Interest for Conversion

Petitioner is also entitled to interest on the sum of \$[**value of property converted**] from [date] at the prejudgment rate of interest.

Exemplary Damages for Conversion

Respondent's conversion of the property as alleged above was done fraudulently or with malice, for which the law allows the imposition of exemplary damages. Respondent's

conversion of the property was intentional, willful, wanton, and without justification or excuse and was done with gross indifference to Petitioner's rights. In this connection, Petitioner will show that, as a result of Respondent's conduct, Petitioner has suffered losses of time and other expenses, including attorney's fees incurred in the investigation and prosecution of this action. Accordingly, Petitioner prays for exemplary damages against Respondent.

Include prayer only if requesting damages in addition to disproportionate division.

2. *Prayer*

Petitioner prays for judgment against Respondent in a sum within the jurisdictional limits of this Court for [his/her] actual damages as alleged, [**include if applicable:** for exemplary damages,] for prejudgment and postjudgment interest as allowed by law, for costs of court, and for general relief.

Form 3-33

The following is an additional cause of action that may be brought against a spouse. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.)

Transmitting Sexual Disease*1. Transmitting Sexual Disease*

On or about **[date]** Respondent breached **[his/her]** duty not to transmit any sexual diseases to the other spouse. Petitioner can prove by a preponderance of the evidence that Respondent's actions were the proximate cause of the contraction of a particular sexually transmitted disease, commonly known as **[specify]**.

2. Damages

This action proximately resulted in damages to Petitioner for which Petitioner now seeks relief. Those damages include **[state specific damages alleged]**.

3. Prayer

Petitioner prays for judgment against Respondent in a sum within the jurisdictional limits of this Court for **[his/her]** damages as alleged, for prejudgment and postjudgment interest as allowed by law, for costs of court, and for general relief.

Form 3-34

The following is an additional cause of action that may be brought against a spouse. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as paragraphs preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) See the practice notes at section 3.73.

**Invasion of Privacy by Unlawful Interception of Oral or
Electronic Communication**

1. Intrusion on Seclusion

Petitioner further complains of Respondent for an unwarranted intrusion on Petitioner's solitude or seclusion or into the private affairs of Petitioner, which constituted a legal injury for which Petitioner seeks money damages.

On [date] Respondent intentionally invaded Petitioner's right to be left alone by committing one or more of the unlawful acts set out in chapter 123 of the Texas Civil Practice and Remedies Code: [specify the act[s]].

2. Damages

This action proximately resulted in damages to Petitioner for which Petitioner now seeks relief. Those damages include mental suffering, shame, and humiliation. Petitioner seeks money damages from Respondent in an amount within the jurisdictional limits of this Court.

Include 3. if applicable.

3. *Exemplary Damages*

In doing all the acts alleged, Respondent acted wantonly and with malice toward Petitioner. Petitioner seeks exemplary damages for this wanton and malicious conduct.

4. *Prayer*

Petitioner prays for judgment against Respondent in a sum within the jurisdictional limits of this Court for [his/her] actual damages as alleged, [**include if applicable:** for exemplary damages,] for prejudgment and postjudgment interest as allowed by law, for costs of court, and for general relief.

Form 3-35

The following is an additional cause of action that may be brought against a spouse. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.)

Tortious Interference with Business Relations*1. Tortious Interference with Business Relations*

On [date] and continuing thereafter, Respondent, without privilege or justification, engaged in conduct that intentionally and willfully interfered with the business relationship of Petitioner and [name]. At the time that conduct occurred, Petitioner had a reasonable expectation of a continuing business relationship with [name], and Respondent knew of that reasonable expectation. Respondent's interference with the business relationship induced or caused the termination of this expectancy.

2. Damages

This action proximately resulted in damages to Petitioner for which Petitioner now seeks relief. Those damages include [state specific damages alleged].

Include 3. if applicable.

3. Exemplary Damages

Respondent acted with malice in engaging in this conduct, thus entitling Petitioner to exemplary damages within the jurisdictional limits of this Court.

4. Prayer

Petitioner prays for judgment against Respondent in a sum within the jurisdictional limits of this Court for [his/her] actual damages as alleged, [include if applicable: for exemplary

damages,] for prejudgment and postjudgment interest as allowed by law, for costs of court, and for general relief.

Form 3-36

The following is an additional cause of action that may be brought against a spouse. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.)

Wrongful Interference with an Existing Contract*1. Wrongful Interference with an Existing Contract*

On [date] and continuing thereafter, Respondent, without justification or excuse, willfully and intentionally interfered with an existing contract between Petitioner and [name].

2. Damages

This action proximately resulted in damages to Petitioner for which Petitioner now seeks relief. Those damages include [state specific damages alleged].

Include 3. if applicable.

3. Exemplary Damages

Respondent acted with malice in engaging in this conduct, thus entitling Petitioner to exemplary damages within the jurisdictional limits of this Court.

4. Prayer

Petitioner prays for judgment against Respondent in a sum within the jurisdictional limits of this Court for [his/her] actual damages as alleged, [include if applicable: for exemplary damages,] for prejudgment and postjudgment interest as allowed by law, for costs of court, and for general relief.

Form 3-37

This cause of action may be brought against a spouse, a third party, or both. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) Select applicable paragraphs. Additional service is required if a third party is added as a co-respondent. See the practice notes at section 3.64.

Interference with Custody

Select as applicable.

1. Interference with Custody [direct action]

On or about **[date]** Respondent took or retained possession of **[name of child]**, a child, from Petitioner and/or concealed the whereabouts of this child from Petitioner in violation of a court order that provided for a possessory interest in the child. Respondent was a party to the suit in which the court order was issued, or Respondent has actual notice of the existence and content of the order, or Respondent had reasonable cause to believe that the child was the subject of a court order and that [his/her] actions were likely to violate this order.

And/Or

2. Interference with Custody [indirect action]

On or about **[date]** Co-Respondent[s], **[name[s] of co-respondent[s]]**, aided or assisted Respondent in taking or retaining possession of **[name of child]**, a child, from Petitioner and/or aided and assisted Respondent in concealing the whereabouts of the child from Petitioner in violation of a court order that provided for a possessory interest in the child. Co-Respondent[s] [was/were] a party to the suit in which the court order was issued, or Co-Respondent[s] had actual notice of the existence and content of the order, or Co-Respondent[s] had reasonable cause to believe that the child was the subject of a court order

and that [his/her/their] actions were likely to violate this order. Co-Respondent, [**name of co-respondent**], may be served with citation at [**address, city, state**]. [**Repeat for other co-respondents as applicable.**]

Continue with the following.

3. *Damages*

This conduct in violating the court order proximately resulted in damages to Petitioner for which Petitioner now seeks relief. Those damages include the actual costs and expenses incurred by Petitioner in locating the child, the actual costs and expenses of Petitioner in recovering possession of the child, the attorney's fees incurred in enforcing the court order that was violated [**include if applicable:** and in bringing the suit under chapter 42 of the Texas Family Code], and mental suffering and anguish.

Include 4. if applicable.

4. *Exemplary Damages*

[Respondent/Co-Respondent[s]/Respondent and Co-Respondent[s]] acted with malice in engaging in this conduct, thus entitling Petitioner to exemplary damages within the jurisdictional limits of this Court.

5. *Prayer*

Petitioner prays for judgment against [Respondent/Co-Respondent[s]/Respondent and Co-Respondent[s]] in a sum within the jurisdictional limits of this Court for [his/her] actual damages as alleged, [**include if applicable:** for exemplary damages,] for prejudgment and post-judgment interest as allowed by law, for costs of court, and for general relief.

Form 3-38

This cause of action is used when alleging that a third party is the biological father of a child born of the marriage of the petitioner and the respondent. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) Additional service is required on a third-party co-respondent.

The presumption of paternity may be rebutted only by an adjudication of parentage under subchapter G, chapter 160, of the Code (or by the filing of a valid denial of paternity by a presumed father in conjunction with the filing by another person of a valid acknowledgment of paternity as provided by Code section 160.305). [Tex. Fam. Code § 160.204\(b\)](#). Therefore, the divorce pleading should include a denial of the presumed father's paternity. See form 3-1, paragraph 11.C. For additional pleadings that may be appropriate, see form 54-1.

Parentage Action*1. Identity of Co-Respondent*

Petitioner further complains of [**name of co-respondent**], Co-Respondent, who may be served with citation at [**address, city, state, zip code**].

Select as applicable.

Co-Respondent is the father of the following child the subject of this suit:

Name:

Sex:

Birth date:

And/Or

Co-Respondent is the father of a child expected to be born of [name of mother] on or about [expected birth date].

2. *Genetic Testing*

Select as applicable.

Petitioner requests the Court, promptly after appearance of Co-Respondent[s] [include if filed before child is born: and as soon as medically practical after the birth of the child], to order the mother, the alleged father, and the child to submit to genetic testing in accordance with chapter 160 of the Texas Family Code, unless the alleged father files a pleading admitting paternity or admits paternity under oath in open court. Petitioner further requests that the presumed father, [name], be ordered to submit to genetic testing in accordance with chapter 160 of the Texas Family Code.

Or

Before this suit was filed, genetic testing was done with the consent of the mother and of each presumed, acknowledged, adjudicated, or alleged father.

3. *Prayer*

Petitioner prays for an order adjudicating Co-Respondent as the father of the child [name of child], that [name] be appointed [sole/joint] managing conservator of the child, and that appropriate orders be made for the support of the child, for payment of an equitable portion of all prenatal and postnatal health-care expenses of the mother and child, and for payment of the fees, expenses, and costs of Petitioner in bringing this action.

Form 3-39

This cause of action is used when alleging that a third-party corporation is the alter ego of the other spouse. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) Additional service is required on a third-party co-respondent. See the practice notes at section 3.71.

**Cause of Action Alleging Third-Party Corporation to Be
Alter Ego of Respondent**

1. Identity of Co-Respondent

Petitioner further complains of **[name of co-respondent]**, Co-Respondent, who may be served with citation at **[address, city, state]**.

Co-Respondent is a corporation organized under the laws of **[state of incorporation]**.

2. Alter Ego

Petitioner will show that the identity of the corporation and the individual Respondent are in substance one and the same. Co-Respondent corporation is only the alter ego of the individual Respondent, acting solely as a conduit for the performance of the individual Respondent's business. **[Specifically plead facts justifying disregard of the corporate existence to prevent an injustice or fraud, e.g., mismanagement of corporate finances and payment of personal expenses with corporate funds, personal use of company automobiles, domination of board of directors by family members, and failure to maintain corporate records or file corporate returns.]**

3. *Prayer*

Petitioner prays for judgment against Co-Respondent finding Co-Respondent corporation to be the alter ego of Respondent. Petitioner prays that on a finding of alter ego the Court divide the alleged “corporate” assets as the Court deems just and right.

Form 3-40

Occasionally the parties will own property with other person(s), and the disposition of the marital estate cannot be accomplished without bringing the third party or parties into the divorce action. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) Additional service is required on a third-party co-respondent. See the practice notes at section 3.69.

Request for Relief from Third-Party Cotenant*1. Identity of Co-Respondent*

Petitioner further complains of [**name of co-respondent**], Co-Respondent, who may be served with citation at [**address, city, state**].

Co-Respondent is a tenant in common with Petitioner and Respondent in property [**describe property**] located at [**location**].

Select as applicable.

2. Cotenancy

The property is managed by Co-Respondent, and Co-Respondent receives the revenues and rents from the property. Petitioner requests an accounting of the funds and access to the records pending final hearing on this case.

And/Or

3. Request for Transfer in Ownership

Petitioner requests the Court to award the undivided interest in the property to Petitioner and enter a judgment reflecting the transfer in ownership to Petitioner.

Or

4. *Request for Sale*

The property is not subject to partition in kind and should be placed in the hands of a receiver and sold and the proceeds partitioned.

Or

5. *Request for Partition in Kind*

The property is subject to partition in kind, and the Court should order the property partitioned in kind and award Petitioner a separate divided interest in the property.

Continue with the following.

6. *Prayer for Relief*

Petitioner prays for judgment against Co-Respondent

Select as applicable.

to order an accounting of the rents and revenues from the property and access to records pending final hearing;

And/Or

to reflect Petitioner's undivided interest in the property;

Or

to order the property sold and proceeds divided;

Or

to order the property partitioned and to award Petitioner a separate divided interest in the property.

Form 3-41 is reserved.

Form 3-42

If it is alleged that property has been fraudulently transferred to a third party and a request is made to return the property to the marital estate, the third party must be made a party to the divorce action. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) Additional service is required on a third-party co-respondent. See the practice notes at section 3.74.

Request for Relief from Third Party for Fraudulent Transfer*1. Identity of Co-Respondent*

Petitioner further complains of [**name of co-respondent**], Co-Respondent, who may be served with citation at [**address, city, state**].

2. Transfer of Property

Co-Respondent is the record title holder and/or registered owner of certain property that was fraudulently transferred by Respondent to Co-Respondent without consideration and/or for less than reasonably equivalent value. The purpose of the transfer was to defraud Petitioner of community-property rights in that property and/or Petitioner's separate-property rights in that property, and Co-Respondent had notice of Respondent's intent to injure Petitioner's rights. Respondent has transferred to Co-Respondent the following items of property: [**enumerate items, such as automobiles, bank accounts, real estate, jewels, and furs**].

3. Voiding Transfer

Petitioner prays that the Court find that the items were transferred in fraud of Petitioner's right in those assets and that, after notice and hearing, the Court enter an order setting aside the transfer as a fraud on the community and declaring the assets to be the community assets of Petitioner and Respondent and/or Petitioner's separate property.

4. *Request for Temporary Restraining Order*

Petitioner fears that Co-Respondent will cause immediate and irreparable injury to Petitioner by attempting to sell, hide, or convey the property listed above unless Co-Respondent is temporarily restrained without notice from selling, conveying, mortgaging, or in any manner attempting to sell, convey, or mortgage any of the property; or removing the property from the jurisdiction of the Court.

Petitioner prays for a temporary restraining order against Co-Respondent and requests that, after hearing, the temporary restraining order be made a temporary injunction to be in effect until final judgment.

Attach affidavit required for third-party temporary restraining order. [Tex. R. Civ. P. 680](#).

The following language should be added, where applicable, to the temporary restraining order, form [3-3](#).

On this date the Court considered the application for temporary restraining order against Co-Respondent, **[name of co-respondent]**, and finds that irreparable injury will be done to Petitioner unless Co-Respondent is temporarily restrained because **[state specific reasons for injury]**. The Court grants the temporary restraining order against Co-Respondent, without notice, because **[state specific reasons]**.

Petitioner is ORDERED to post bond in the amount of **[number]** dollars (\$**[amount]**), payable to Co-Respondent, to ensure that Petitioner will proceed against Co-Respondent in good faith.

IT IS ORDERED that the clerk of this Court issue a temporary restraining order restraining Co-Respondent, **[name of co-respondent]**, and Co-Respondent, **[name of co-respondent]**, is immediately restrained, from selling, conveying, mortgaging, or in any

manner attempting to sell, convey, or mortgage any of the property described above; or removing the property from the jurisdiction of the Court.

Caution: The enjoined party must have notice before contempt will lie. For formal notice requirements, see [Tex. R. Civ. P. 680](#) *et seq.*

Form 3-43

This cause of action is used when the petitioner alleges that a fraudulent obligation was created with the cooperation of a third-party creditor. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) Additional service is required on a third-party co-respondent. See the practice notes at section 3.74.

Request to Void Fraudulent Obligation to Third Party*1. Identity of Co-Respondent*

Petitioner further complains of [**name of co-respondent**], Co-Respondent, who may be served with citation at [**address, city, state**].

2. Obligation

Respondent fraudulently created an obligation in favor of Co-Respondent. Respondent incurred this obligation without consideration and/or for less than reasonably equivalent value. The purpose of the indebtedness was to defraud Petitioner of community-property rights in the community estate of Respondent and Petitioner, and Co-Respondent had notice of Respondent's intent to injure Petitioner's rights. The obligation was incurred on or about [**date**], and the amount of the obligation was approximately \$[**amount**].

3. Voiding Obligation

Petitioner prays that the Court find that the obligation was created in fraud of Petitioner's rights in the community estate and that, after notice and hearing, the Court enter an order that the obligation is void and unenforceable.

Form 3-44

This cause of action is used when a third party holds in his name, as a constructive trustee, property that is a part of the parties' estate. This material can be added, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) Additional service is required on a third-party co-respondent. See the practice notes at section 3.75.

Request for Relief from Third-Party Trustee*1. Identity of Co-Respondent*

Petitioner further complains of [**name of co-respondent**], Co-Respondent, who may be served with citation at [**address, city, state**].

Co-Respondent is the record title holder and/or registered owner of certain property belonging to Petitioner and Respondent, namely: [**describe each item of property**].

2. Trust Relationship

Select one of the following.

The property described above was purchased in the name of Co-Respondent as a method of using Co-Respondent's credit to purchase property for Petitioner and Respondent. Petitioner and Respondent have made all payments on the property, and it has been the agreement of all parties to the transaction that, once the underlying indebtedness on the property was fully paid, Co-Respondent would transfer title to the property to Petitioner and Respondent.

Or

Co-Respondent is the record title holder and/or registered owner of the property described above, which is actually held in cotenancy between Petitioner and Respondent and

Co-Respondent. The property was bought by Petitioner and Respondent and Co-Respondent as cotenants, but as a convenience the property was placed only in Co-Respondent's name.

3. *Prayer*

Petitioner prays that the Court find [the property to belong to Petitioner and Respondent/[**percent**] percent undivided interest of Petitioner and Respondent in the property] and that, after notice and hearing, the Court enter a judgment so finding and further include the asset in dividing the community estate.

If a TRO or temporary injunction is desired, adapt language from form 3-42 .

Form 3-45

This cause of action may be brought against a spouse, a third party, or both. This material can be incorporated, if appropriate, as an integral part of the divorce pleading to be inserted as a paragraph preceding the prayer. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the complainant.) Additional service is required if a third party is added as a co-respondent.

Civil Conspiracy*1. Civil Conspiracy*

Beginning in **[date]** [Respondent and Co-Respondent[s]/Co-Respondents], **[names of two or more persons]**, entered into a conspiracy to accomplish an unlawful purpose and/or to accomplish a lawful purpose by unlawful means, by: **[describe the alleged conspiracy]**. There was a meeting of the minds [between/among] [Respondent and Co-Respondent[s]/Co-Respondents] on the object of the course of action. Co-Respondent, **[name of co-respondent]**, may be served with citation at **[address, city, state]**. **[Repeat for other co-respondents as applicable.]**

2. Damages

This action proximately resulted in damages to Petitioner for which Petitioner now seeks relief. Those damages include **[state damages alleged]**.

Include 3. if applicable.

3. Exemplary Damages

[Respondent and Co-Respondent[s]/Co-Respondents] acted with malice in engaging in such conduct, thus entitling Petitioner to exemplary damages within the jurisdictional limits of this Court.

4. Prayer

Petitioner prays for judgment against [Respondent and Co-Respondent[s]/Co-Respondents] in a sum within the jurisdictional limits of this Court for [his/her] actual damages as alleged, [**include if applicable:** for exemplary damages,] for prejudgment and postjudgment interest as allowed by law, for costs of court, and for general relief.

Form 3-46

The defenses contained in this form correspond to the pleadings for additional causes of action presented in forms 3-31 through 3-37. The material should be incorporated in the respondent's original answer (form 3-16) as needed in response to the pleadings in the petition. (If the *respondent* has pleaded such an additional cause of action and the *petitioner* responds in defense, the material should be reworded accordingly.)

Defenses to Additional Causes of Action**1. *Intentional, Knowing, or Reckless Bodily Injury***

Respondent contends that at the time and place alleged in Petitioner's Original Petition, Respondent was acting—

Select as applicable.

- a. in self-defense;
- b. in defense of [his/her] separate property;
- c. with the consent of Petitioner; and/or
- d. in defense of others.

2. *Threat of Imminent Bodily Injury/Offensive or Provocative Physical Contact*

Respondent contends that at the time and place alleged in Petitioner's Original Petition, Respondent was acting—

Select as applicable.

- a. in response to verbal provocation; and/or
- b. in self-defense.

3. *Intentional Infliction of Emotional Distress*

Respondent contends that at the time and place alleged in Petitioner's Original Petition—

Select as applicable.

- a. Respondent was acting with the consent of Petitioner;
- b. the act or conduct alleged was not outrageous and did not result in serious or severe emotional distress; and/or
- c. Petitioner actually or impliedly ratified the actions of Respondent.

4. *Actual Fraud/Waste of Assets*

Respondent contends that—

Select as applicable.

- a. at the time and place alleged in Petitioner's Original Petition, Respondent was acting with the consent of Petitioner that was free from duress, coercion, fraud, or undue influence; and/or
- b. Petitioner's actions constituted a waiver or ratification of Respondent's actions.

5. *Constructive Fraud*

Respondent contends that—

Select as applicable.

- a. at the time and place alleged in Petitioner's Original Petition, Respondent was acting with the consent of Petitioner that was free from duress, coercion, fraud, or undue influence;
- b. Petitioner's actions constituted a waiver or ratification of Respondent's actions; and/or
- c. Respondent's action constituted a fair disposition of property.

6. *Conversion of Separate Property*

Respondent contends that at the time and place alleged in Petitioner's Original Petition, Respondent—

Select as applicable.

- a. had superior right, title, or right to possession of the property in question;
- b. was acting with the owner's consent to the taking, either express or implied; and/or
- c. was acting with regard to community property.

7. *Transmitting Sexual Disease*

Respondent pleads—

Select as applicable.

- a. comparative negligence;
- b. lack of knowledge; and/or
- c. that Petitioner had multiple sexual partners.

8. *Invasion of Privacy by Unlawful Interception of Oral or Electronic Communication*

Respondent contends that, concerning the allegations in Petitioner's Original Petition,
Respondent—

Select as applicable.

- a. had the consent of Petitioner to intercept the communication;
- b. was acting under color of law; and/or
- c. was a party to the communication.

9. *Tortious Interference with Business Relations*

Respondent contends that—

Select as applicable.

- a. at the time and place alleged in Petitioner's Original Petition, Respondent was acting with privilege or justification;
- b. at the time and place alleged in Petitioner's Original Petition, Respondent was acting in the interest of the parties' community business;
- c. at the time and place alleged in Petitioner's Original Petition, Respondent was acting as an agent of Petitioner;
- d. at the time and place alleged in Petitioner's Original Petition, Respondent was acting with the consent of Petitioner; and/or
- e. Petitioner's actions constituted a ratification of Respondent's actions.

10. Wrongful Interference with an Existing Contract

Select as applicable.

- a. Respondent contends that at the time and place alleged in Petitioner's Original Petition, Respondent was acting with justification or privilege;
- b. Respondent contends that the contract that is the basis for this cause of action is an illegal contract; and/or
- c. Respondent pleads good-faith interference with the subject contract.

11. Interference with Custody

Respondent affirmatively pleads that Respondent violated the order with the express consent of Petitioner.

Form 3-47

A motion seeking temporary orders pending appeal may be filed before trial and may not be filed after the date on which the requesting party is required to file notice of appeal. See [Tex. Fam. Code §§ 6.709\(h\), 109.001\(b–1\)](#). The following request for temporary orders may be incorporated, if appropriate, as an integral part of the divorce pleading. (If the material is incorporated in the respondent's pleading, it should be reworded to reflect that the respondent, rather than the petitioner, is the requesting party.) Select applicable paragraphs. For a motion for temporary orders pending appeal to be used after judgment is rendered, see form [26-7](#).

Request for Temporary Orders Pending Appeal

**1. Request for Temporary
Orders Regarding Property
during Appeal**
§ 6.709

1. Request for Temporary Orders Regarding Property during Appeal

Petitioner requests the Court, after notice and hearing, to dispense with the issuance of a bond between the spouses and to render a temporary order as considered equitable and necessary for the preservation of the property and for the protection of the parties during an appeal, including an order directed toward Respondent as follows:

Include 1.A. – 1.G. as applicable. These orders are not limited, and other orders may be requested.

1.A. Spousal Support
§ 6.709(a)(1)

Requiring the support of Petitioner.

**1.B. Attorney's Fees and
Expenses**
§ 6.709(a)(2)

Requiring Respondent to pay Petitioner's reasonable and necessary attorney's fees and expenses.

1.C. Appointment of Receiver
§ 6.709(a)(3)

Appointing a receiver for the preservation and protection of the property
of the parties.

1.D. Exclusive Use of Residence
§ 6.709(a)(4)

Awarding Petitioner exclusive occupancy of the parties' residence pend-
ing the appeal.

**1.E. Enjoining Dissipation or
Transfer of Property**
§ 6.709(a)(5)

Enjoining Respondent from dissipating or transferring the property
awarded to Petitioner in the Court's property division.

**1.F. Suspending Operation of
Property Division**
§ 6.709(a)(6)

Suspending the operation of all or part of the property division that is
being appealed.

**1.G. Ordering Party to Provide
Security**
§ 6.709(d)(2)

If Respondent asks the Court to suspend the enforcement of the property
division, requiring Respondent to provide an appropriate amount of security
for the appeal in addition to any other temporary relief granted.

**2. Request for Temporary
Orders Regarding Children
during Appeal**
§ 109.001

2. Request for Temporary Orders Regarding Child[ren] during Appeal

Petitioner requests the Court, after notice and hearing, to dispense with
the issuance of a bond between the spouses and to make any order necessary to

preserve and protect the safety and welfare of the child[ren] during the pendency of an appeal as the Court may deem necessary and equitable, including the following:

Include 2.A.–2.J. as applicable. These orders are not limited, and other orders may be requested.

**2.A. Temporary Joint Managing
Conservators**
§ 109.001(a)(1)

Appointing Petitioner and Respondent temporary joint managing conservators [include if applicable: and designating Petitioner as the conservator who has the exclusive right to designate the primary residence of the child[ren]].

**2.B. Temporary Sole Managing
Conservator**
§ 109.001(a)(1)

Appointing Petitioner temporary sole managing conservator.

**2.C. Temporary Possessory
Conservator**
§ 109.001(a)(1)

Appointing Petitioner temporary possessory conservator.

2.D. Payment of Child Support
§ 109.001(a)(2)

Ordering Respondent to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while the appeal is pending.

**2.E. Molesting or Disturbing
Child[ren] or Another Party**
§ 109.001(a)(3)

Enjoining Respondent from molesting or disturbing the peace of the child[ren] or of another party.

2.F. Residence Restriction

§ 109.001(a)

Restricting the primary residence of the child[ren] to [geographic area].

2.G. School Enrollment

§ 109.001(a)

[Awarding Petitioner the exclusive right to enroll the child[ren] in school./Ordering the parties to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence./Ordering the parties to enroll the child[ren] as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school [repeat for each child if more than one].]

2.H. Travel Restriction

§ 109.001(a)(4)

Enjoining Respondent from removing the child[ren] beyond [geographic area], acting directly or in concert with others.

2.I. Attorney's Fees and Expenses

§ 109.001(a)(5)

Requiring Respondent to pay Petitioner's reasonable and necessary attorney's fees and expenses.

2.J. Suspending Operation of Order or Judgment Being Appealed

§ 109.001(a)(6)

Suspending the operation of the order or judgment that is being appealed.

Include the following in the prayer.

Petitioner prays the Court grant the requested temporary relief pending appeal if the Court's final judgment is appealed.

Chapter 4

Divorce—Temporary Orders

Form 4-1	Motion for Temporary Orders	259
Form 4-2	Financial Information Statement [for Hearings on Temporary Orders and Final Divorce]	261
Form 4-3	Temporary Orders	267
Form 4-4	Motion to Sign Temporary Orders	332
Form 4-5	Motion to Modify Temporary Orders	334
Form 4-6	Motion to Extend Temporary Orders	337
Form 4-7	Motion for Counseling	339
Form 4-8	Order on Motion for Counseling	341

Form 4-1

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Temporary Orders

This Motion for Temporary Orders is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. and 2. and the prayer based on them are examples. See form 3-1 for other examples.

1. Petitioner and Respondent have been unable to agree on the temporary use and possession of their community property while this case is pending.

2. Petitioner and Respondent have been unable to agree on a fair and proper amount of temporary support while this case is pending. [Petitioner/Respondent] needs financial assistance from [Respondent/Petitioner], and [Respondent/Petitioner] has the financial ability to pay temporary support while this case is pending for the use and benefit of [Petitioner/Respondent] and their child[ren].

[Name of movant] prays that this Court enter temporary orders regarding the parties' use of community property and that [Respondent/Petitioner] be ordered to pay a fair share and reasonable amount of support for [Petitioner/Respondent] and their child[ren] while this case is pending.

Continue with the following.

[Name of movant] prays that the Court grant this Motion for Temporary Orders.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 4-2

Include the following notice if a minor is named in the caption or if the statement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Financial Information Statement

[for Hearings on Temporary Orders and Final Divorce]

This statement is submitted by [[name of party A]/[name of party B]].

1. Date of marriage:
2. Date of separation:
3. Age[s] of child[ren] of this marriage:
4. [Name of party A]'s occupation:
5. [Name of party A]'s gross earnings from primary employment per month \$ _____

Withholding/FICA \$ _____

Insurance \$ _____

Retirement \$ _____

Other \$ _____

Total deductions \$ _____

[Name of party A]'s net income from primary employment per month \$ _____

[Name of party A]'s average income from other sources per month \$ _____

[Name of party A]'s net income per month \$ _____

(Please attach applicable 1040s, W-2s, or most recent pay stub.)

6. [Name of party B]'s occupation:

7. [Name of party B]'s gross earnings from primary employment per month \$ _____

Withholding/FICA \$ _____

Insurance \$ _____

Retirement \$ _____

Other \$ _____

Total deductions \$ _____

[Name of party B]'s net income from primary employment per month \$ _____

[Name of party B]'s average income from other sources per month \$ _____

[Name of party B]'s net income per month \$ _____

(Please attach applicable 1040s, W-2s, or most recent pay stub.)

8. Necessary monthly living expenses:

House payment or rent (include second mortgage, insurance, taxes, condominium assessments) \$ _____

Utilities including telephone \$ _____

Food including school lunches \$ _____

Child care \$ _____

Car payments and auto insurance \$ _____

Gasoline, oil, parking, bus fares, tolls, repairs \$ _____

Attorney's fees \$ _____

Health and life insurance premiums (exclude company-paid insurance)	\$ _____
Uninsured medical and drug expenses	\$ _____
Uninsured dental and orthodontic expenses	\$ _____
Uninsured mental health care expenses	\$ _____
Clothing and laundry	\$ _____
Personal (entertainment, adult education, etc.)	\$ _____
Minimum monthly debt service (see item 9. below)	\$ _____
Total	\$ _____

9. Debts (exclude house mortgage and car payments):

Creditor	Balance of Debt	Minimum Monthly Payment
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

10. Funds and assets readily convertible into cash in control of **[name of party A]**:

Accounts in financial institutions (banks, savings and loans, credit unions, certificates of deposit)	\$ _____
Stocks and bonds	\$ _____

11. Funds and assets readily convertible into cash in control of **[name of party B]**:

Accounts in financial institutions (banks, savings and loans, credit unions, certificates of deposit)	\$ _____
Stocks and bonds	\$ _____

12. Child[ren] presently residing with:

13. Number of child[ren] not before the Court entitled to support from
[[name of party A]/[name of party B]]:

14. Amount I want to receive as:

Temporary child support \$ _____

Temporary alimony \$ _____

Total \$ _____

Or

15. Amount I want to pay as:

Temporary child support \$ _____

Temporary alimony \$ _____

Total \$ _____

SIGNED on _____.

[[Name of party A]/[Name of party B]]

Prepare in triplicate.

Form 4-3
Temporary Orders
Detailed Contents

1. Date of Hearing	267	4.F.6. Withholding as Credit against Support Obligation	300
2. Appearances	267	4.F.7. Order to Employer	301
2.A. Petitioner	267	4.F.8. Payment	301
2.B. Respondent	267	4.F.9. Change of Employment	301
2.C. Agreed Order	268	4.F.10. Clerk's Duties	302
2.D. Mediation	268	4.F.11. Suspension of Withholding from Earnings	302
3. Jurisdiction	269	4.F.12. Health-Care Expenses	303
4. Child[ren]	269	4.F.13. Private School, Day- Care Expenses	303
4.A. No Child	269	4.F.14. No Termination of Orders on Death of Oblige	303
4.B. No Child under 18 or Otherwise Entitled to Support	269	4.G. Child Custody Evaluation	304
4.C. Orders	269	4.H. Psychological or Psychiatric Evaluation	304
4.D. Temporary Conservators	270	4.I. Parent Education and Family Stabilization Course	305
4.D.1. Appointment	270	4.J. Parenting Coordinator/ Facilitator	305
4.D.2. Rights and Duties	270	4.K. Ad Litem/Amicus Attorney	306
4.D.3. Notices to Other Conservator[s]	292	4.L. Tax Returns	306
4.D.4. Passport Application	293	4.M. Injunction	306
4.D.5. Tax Returns for Child[ren]	294	4.N. Bond	308
4.E. Possession and Access	294	4.O. Required Notices	308
4.E.1. Electronic Communication	295	4.P. Warnings to Parties	311
4.E.2. Restricted Periods of Access—Family Violence	296	5. Property and Parties	311
4.E.3. Supervised Visitation— Family Violence or Child Abuse or Neglect	297	5.A. Temporary Spousal Support	312
4.F. Child Support	298	5.B. Tax Matters	312
4.F.1. Monthly Payments	298	5.B.1. Estimated Tax Payments	312
4.F.2. Semimonthly Payments	298	5.B.2. Withholding	312
4.F.3. Weekly Payments	299	5.B.3. Tax Returns	313
4.F.4. Statement on Guidelines	299	5.C. Debts	313
4.F.5. Withholding from Earnings	300	5.C.1. To Petitioner	313
		5.C.2. To Respondent	314

5.D.	Temporary Award of Property	314	6.	Temporary Injunction	317
5.D.1.	To Petitioner	314	6.A.	Agreement	317
5.D.2.	To Respondent	314	6.B.	Required	317
5.E.	Inventory and Appraisalment	314	6.C.	Conduct Enjoined	317
5.F.	Health Insurance	315	6.C.1.	Individual or Joint Injunction	317
5.G.	Production of Income Tax Returns	315	6.C.2.	Individual Injunctions	325
5.H.	Copies of Tax Information	315	6.D.	Petitioner's Authorizations	325
5.I.	ADR Participation	315	6.E.	Respondent's Authorizations	326
5.J.	Execution of Releases	315	6.F.	Definitions	327
5.K.	Pretrial Conference	316	7.	Service of Writ	329
5.L.	Attorney's Fees	316	8.	Duration	330

Form 4-3

Include the following notice if a minor is named in the caption or if the orders contain other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Temporary Orders**1. Date of Hearing**

On [date] the Court heard [Petitioner/Respondent]'s motion for temporary orders.

2. Appearances*Appearances***2.A. Petitioner****1. In Person and by Attorney**

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

Or

2. Agreement

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.

2.B. Respondent

Respondent, [name of respondent],

Select one of the following.

1. *In Person*

appeared in person and announced ready.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default)*

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

5. *Did Not Appear (Waiver)*

having waived issuance and service of citation by waiver duly filed, **[include if applicable: and having entered into this agreement as evidenced by Respondent's signature below,]** did not further appear.

6. *Did Not Appear (Agreement)*

did not appear in person but has agreed to the terms of this order as evidenced by Respondent's signature below.

Continue with the following as applicable.

2.C. Agreed Order

The parties have agreed to the terms of this order as evidenced by the signatures below.

2.D. Mediation

The parties have already attended mediation regarding temporary orders with **[name of mediator]**.

3. Jurisdiction*Jurisdiction*

The Court, after examining the record [**include if applicable:** and the agreement of the parties] and hearing the evidence and argument of counsel, finds that all necessary prerequisites of the law have been legally satisfied and that the Court has jurisdiction of this case and of all the parties.

4. Child[ren]*Child[ren]*

Select 4.A. , 4.B. , or 4.C.

4.A. No Child

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

**4.B. No Child under 18 or
Otherwise Entitled to
Support**

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.

4.C. Orders

The following orders are for the safety and welfare and in the best interest of the following child[ren]:

Name:

Sex:

Birth date:

Home state:

Repeat for each additional child.

4.D. Temporary Conservators

4.D.1. Appointment

IT IS ORDERED that **[name]** and **[name]** are appointed Temporary Joint Managing Conservators of the following child[ren]: **[name[s] of child[ren]]**.

Or

IT IS ORDERED that **[name]** is appointed Temporary Sole Managing Conservator and **[name]** is appointed Temporary Possessory Conservator of the following child[ren]: **[name[s] of child[ren]]**.

4.D.2. Rights and Duties

Select rights and duties as applicable. The rights of conservators can be limited by court order.

Include 4.D.2.a. if the parents are appointed temporary joint managing conservators. (If the parents are appointed temporary sole managing and possessory conservators, use 4.D.2.b. and 4.D.2.c.) If one or more nonparents are appointed temporary joint managing conservator, change title(s) as appropriate and modify the rights and duties of the nonparent(s) in accordance with Tex. Fam. Code §§ 153.371 and 153.376 .

4.D.2.a. Parents Temporary Joint Managing Conservators

- *Rights at All Times*
§ 153.073

IT IS ORDERED that, at all times, **[name of petitioner]** and **[name of respondent]**, as parent temporary 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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parents.

- *Duties at All Times*
§ 153.076

IT IS ORDERED that, at all times, [**name of petitioner**] and [**name of respondent**], as parent temporary 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];

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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CON-

SERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

- *Rights and Duties during Periods of Possession*
§ 153.074

IT IS ORDERED that, during their respective periods of possession, [name of petitioner] and [name of respondent], as parent temporary 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].

- *Other Rights and Duty of Petitioner*
§§ 153.134(b), 153.132, 153.071,
151.001(a)(4), (5), 153.133(c)

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

1. the exclusive right to designate the primary residence of the child [within [**specify geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the

child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

- *Other Rights and Duty of Respondent*
§§ 153.134(b), 153.132, 153.071,
151.001(a)(4), (5), 153.133(c)

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

1. the exclusive right to designate the primary residence of the child [within [**specify geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

- *Minimizing Disruption*
§ 153.134(b)(3)

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

Include one of the following paragraphs if applicable, particularly if the right to make educational decisions is not allocated exclusively to one conservator.

Notwithstanding any provision in this order to the contrary, IT IS ORDERED that [[**name of petitioner**]/[**name of respondent**]] shall have the exclusive right to enroll the child[ren] in school. Each conservator, during that conservator’s periods of possession, is ORDERED to ensure the child[ren]’s attendance in the schools in which [[**name of petitioner**]/[**name of respondent**]] has enrolled the child.

Or

Notwithstanding any provision in this order to the contrary, [**name of petitioner**] and [**name of respondent**] are each ORDERED to enroll the child[ren] [in the public school[s] for the attendance zone of [[**name of petitioner**]/[**name of respondent**]]’s residence/as follows: [**name of child**] in [**name and address of school**] as long as the child is eligible to attend that school [**repeat for each child if more than one**]]. Each conservator, during that conservator’s periods of possession, is ORDERED to ensure the child[ren]’s attendance in [this/these] school[s].

Include 4.D.2.b. if a parent is appointed temporary sole managing conservator or possessory conservator.

4.D.2.b. *Parent Temporary Sole
Managing or Possessory
Conservator*

• *Rights at All Times*
§ 153.073

IT IS ORDERED that, at all times, [name], as a parent temporary [sole managing/possessory] conservator, [**include if applicable:** and [name], as a parent temporary 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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parents.

- *Duties at All Times*
§ 153.076

IT IS ORDERED that, at all times, [name], as a parent temporary [sole managing/possessory] conservator, [include if applicable: and [name], as a parent temporary 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];

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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the

order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

Continue with the following.

- *Rights and Duties during Periods of Possession*
§ 153.074

IT IS ORDERED that, during [his/her/their respective] periods of possession, [name], as a parent temporary [sole managing/possessory] conservator, [include if applicable: and [name], as a parent temporary 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].

Include [4.D.2.c.](#) if a parent is appointed temporary sole managing conservator.

4.D.2.c. *Exclusive Rights and
Duty of Parent
Temporary Sole
Managing Conservator*
§§ 153.132,
151.001(a)(4), (5),
105.002

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

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

10. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. the duty to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by the community or joint property of the parents.

Include [4.D.2.d.](#) if a nonparent is appointed temporary sole managing conservator.

**4.D.2.d. Nonparent Temporary
Sole Managing
Conservator**

- *Rights and Duties*
§§ 153.371, 153.076, 264.0111,
105.002

IT IS ORDERED that [**name of nonparent**], as a nonparent temporary sole managing conservator, shall have the following rights and duties:

1. the right to have physical possession and to direct the moral and religious training of the child[ren];

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

3. the duty to provide the child[ren] with clothing, food, shelter, education, and medical, psychological, and dental care;

4. the right to consent for the child[ren] to medical, psychiatric, psychological, dental, and surgical treatment and to have access to the child[ren]'s medical records;
5. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];
6. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];
7. the right to consent to marriage and to enlistment in the armed forces of the United States;
8. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning 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;
10. the right to designate the primary residence of the child[ren] [within [**specify geographic area**]/without regard to geographic location] and to make decisions regarding the child[ren]'s education;
11. if the parent-child relationship has been terminated with respect to the parents, or only living parent, or if there is no living parent, the right to consent to the adoption of the child[ren] and to make any other decision concerning the child[ren] that a parent could make;

12. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s];

13. 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];

14. 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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

15. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the

other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

16. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

17. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

- *Annual Reports*
§ 153.375

IT IS ORDERED that [**name of nonparent**] shall, each twelve months after the date of this order, file with the Court a report of facts concerning the child[ren]'s welfare, including the child[ren]'s whereabouts and physical condition.

Include [4.D.2.e.](#) if a nonparent is appointed a temporary possessory conservator.

- 4.D.2.e. *Nonparent Temporary Possessory Conservator*
§§ 153.376, 153.377,
153.076

IT IS ORDERED that [**name of nonparent**], as a nonparent temporary possessory conservator, shall have the following right and duties during periods of possession:

1. the duty of care, control, protection, and reasonable discipline of the child[ren];
2. the duty to provide the child[ren] with clothing, food, and shelter; and
3. 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].

IT IS FURTHER ORDERED that [**name of nonparent**], as a nonparent temporary possessory conservator, shall have the following right and duties at all times:

1. the right of access to medical, dental, psychological, and educational records of the child[ren] to the same extent as the managing conservator[s];

2. 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];

3. 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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the

other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

5. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

6. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

Include 4.D.2.f. *only* if the primary residence of the child(ren) is restricted to a specific geographic area (as ordered in 4.D.2.a. for a joint managing conservator or 4.D.2.c. or 4.D.2.d. for the sole managing conservator).

4.D.2.f. *Geographic Area for
Primary Residence*
§§ 105.002, 153.133(c)

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 within [**specify geographic area**], and the parties shall not remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren] until this geographic restriction is modified by further order of the court of continuing jurisdiction or by a written agreement that is signed by the parties and filed with that court.

Caution: The following paragraph should be used only after careful consideration of the potential ramifications. See the practice notes at section 40.11.

IT IS FURTHER ORDERED that this geographic restriction on the primary residence of the child[ren] shall be lifted if, at the time [**name of sole managing conservator or joint managing conservator with right to designate**] wishes to remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren], [**name of possessory conservator or joint managing conservator without right to designate**] does not reside in [**specify geographic area**].

Continue with the following.

**4.D.3. Notices to Other
Conservator[s]**

Except as expressly provided otherwise in this temporary order, IT IS ORDERED that all information or documents that a conservator is required to provide to [the other/another] conservator shall be sent in the following manner:

Include as applicable.

- a. hand delivery 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. delivery to the recipient by first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address;
- c. delivery 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;
- d. delivery to the recipient at the recipient's electronic mail address as follows:

[name of conservator]:	[conservator's e-mail address]

[name of conservator]:	[conservator's e-mail address]

Repeat as needed for other conservators.

and in the event of any change in a recipient's electronic mail address, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change;

- e. delivery to the recipient at the recipient's mobile telephone number by text message as follows:

[name of conservator]: [conservator's mobile number]

[name of conservator]: [conservator's mobile number]

Repeat as needed for other conservators.

and in the event of any change in a recipient's mobile telephone number, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change; or

- f. providing the document to the recipient by posting the document on the [name of coparenting website] Internet website program, in accordance with the provisions set forth below in this order.

4.D.4. Passport Application
22 CFR § 51.28

If a party applies for a passport for the child[ren], that party is ORDERED to notify the other [party/parties] of that fact no later than [number] days after the application.

Include the following if applicable.

IT IS ORDERED that if a parent's consent is required for the issuance or renewal 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.

See form [55-2](#) if international parental abduction is an issue.

Include [4.D.5.](#) if applicable.

4.D.5. Tax Returns for Child[ren]

IT IS ORDERED that **[name of party A]** shall have the exclusive right and duty to prepare and file income tax returns for the child[ren]'s estate[s].

IT IS ORDERED that **[name of party B]** shall furnish such information to **[name of party A]** as is requested to prepare federal income tax returns for the child[ren]'s estates within thirty days of receipt of a written request for the information, and in no event shall the information be furnished later than **[date]**. As requested information becomes available after that date, **[name of party B]** is ORDERED to provide it to **[name of party A]** within ten days of **[name of party B]**'s receipt of the information.

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding rights and duties to be effective for the duration of a party's military duty.

Continue with the following.

4.E. Possession and Access

IT IS ORDERED that the temporary conservators shall have possession of the child[ren] at times mutually agreed to in advance by the parties and, in the absence of mutual agreement, as follows: **[set out times and general conditions for possession of or access to each child. If needed, adapt language from paragraph 10.H., form [23-1](#)].**

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.

Include 4.E.1.–4.E.3. as applicable.

4.E.1. *Electronic Communication*
§ 153.015

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**]/the temporary 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 temporary conservator granted electronic communication with that child**].

If there is a finding of family violence in the order, include the following if applicable.

The Court finds that, even though it has [made a finding of family violence/imposed supervised visitation between the child[ren] and [**name**]/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].

Continue with the following.

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.

4.E.2. *Restricted Periods of
Access—Family Violence*
§ 153.004(d)(1), (d–1)

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:

Select as applicable.

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]**].

And/Or

2. All exchanges of possession of or access to the child[ren] shall occur at **[specify place and address]**.

And/Or

3. **[Name]** shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during each of **[name]**'s periods of possession of or access to the child[ren].

And/Or

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]**.

If respondent's conduct constituting a sexual offense resulting in the victim's pregnancy with the child ([Tex. Fam. Code § 154.002\(d\)\(2\)](#)) is alleged, see ¶ [4.C.2.b.](#) in form [40-5](#).

**4.E.3. Supervised Visitation—
Family Violence or Child
Abuse or Neglect
§ 153.004(e)**

The Court finds that credible evidence has been presented that [there is a history or pattern of [child neglect/child abuse/family violence/child neglect and abuse/child neglect and family violence/child abuse and family violence/child abuse, child neglect, and family violence] committed by [Petitioner/Respondent/**[name]**], who [resides in [Petitioner/Respondent]'s household/is

permitted by [Petitioner/Respondent] to have unsupervised access to the child[ren] during [Petitioner/Respondent]'s periods of possession of or access to the child[ren]]]. IT IS THEREFORE ORDERED that [Petitioner/Respondent]'s access 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 and general terms and conditions]**]/on the days and times prescribed by **[name of person or supervising agency or program]**].

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding possession and access to be effective for the duration of a party's military duty.

4.F. Child Support

Select [4.F.1.](#), [4.F.2.](#), or [4.F.3.](#)

4.F.1. Monthly Payments

IT IS ORDERED that **[name of obligor]** pay to **[name]** for the support of **[name[s] of child[ren]]** **[number]** dollars (\$**[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 further order of this Court.

Or

4.F.2. Semimonthly Payments

IT IS ORDERED that **[name of obligor]** pay to **[name]** for the support of **[name[s] of child[ren]]** **[number]** dollars (\$**[amount]**) per month, in two installments per month of **[number]** dollars (\$**[amount]**) each, with the first installment of **[number]** dollars (\$**[amount]**) being due and payable on **[date]** **[include if applicable: , the second installment of [number] dollars (\$[amount]) being due and payable on [date],]** and a like installment of **[number]** dollars

(\$[amount]) being due and payable on the [specify] and [specify] day of each month thereafter until further order of this Court.

Or

4.F.3. Weekly Payments

IT IS ORDERED that [name of obligor] pay to [name] for the support of [name[s] of child[ren]] [number] dollars (\$[amount]) per week, beginning on [name of day], [date] with a like payment of [number] dollars (\$[amount]) being due and payable on each [name of day] thereafter until further order of this Court.

If properly requested by a party or if the support ordered varies from the statutory guidelines, include [4.F.4.](#)

4.F.4. Statement on Guidelines
§ 154.130

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 net resources of [name of obligor] per month are \$[amount].

Include item [3.](#) if applicable.

3. The net resources of [name of obligee] per month are \$[amount].

Include the following as item 4. if suit was filed before September 1, 2021, or if obligor's net resources are \$1,000 per month or more, regardless of when suit was filed.

4. The percentage applied to the first \$9,200 of **[name of obligor]**'s net resources for child support is **[percent]** percent.

Or

Include the following as item 4. if suit was filed on or after September 1, 2021, *and* obligor's net resources are less than \$1,000 per month.

4. The percentage applied to **[name of obligor]**'s net resources for child support is **[percent]** percent.

Include item 5. if applicable.

5. 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]**.

4.F.5. Withholding from Earnings

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

**4.F.6. Withholding as Credit
against Support Obligation**

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.

4.F.7. Order to Employer

On this date the Court [signed/authorized the issuance of] an Income Withholding for Support. [See form 9-3.]

4.F.8. Payment

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 ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [name of obligor]'s name as the name of the noncustodial parent (NCP), and [name of obligee]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at <https://www.texasattorneygeneral.gov/cs/payment-options-and-types>.

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.

4.F.9. Change of Employment

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.

4.F.10. Clerk's Duties

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 Income Withholding for Support to be delivered to any employer.

If the order to withhold is to be effective only if a delinquency or other violation of the order occurs, include [4.F.11](#). See [Tex. Fam. Code §§ 154.007, 158.002](#).

4.F.11. Suspension of Withholding from Earnings

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.

Continue with the following.

4.F.12. Health-Care Expenses

Include provisions as required by [Tex. Fam. Code §§ 154.181\(c\)](#) and [154.1815\(d\)](#) for continuation of coverage and/or for payment of health and dental insurance premiums and of unreimbursed health-care expenses. See form [23-1](#).

Include [4.F.13](#). if applicable.

4.F.13. Private School, Day-Care Expenses

Include provisions for payment of private school expenses and/or day-care expenses.

Continue with the following.

**4.F.14. No Termination of Orders on Death of Obligor
§ 154.013(a)**

An obligation to pay child support under this order does not terminate on the death of [name of obligor] but continues as an obligation to [name[s] of child[ren]].

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding support to be effective for the duration of a party's military duty.

Include [4.G.–4.N.](#) as applicable.

4.G. Child Custody Evaluation

By separate order, the Court has appointed a child custody evaluator to conduct a child custody evaluation into and prepare a report on the circumstances and condition of the child[ren] [./and] the parties [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren] the subject of this suit]. [**See form 56-24.**]

**4.H. Psychological or
Psychiatric Evaluation**

IT IS ORDERED that [name] is appointed to interview, examine, evaluate, and consult with [Petitioner/Respondent/[name of child]] to prepare a [psychological/psychiatric] evaluation of [Petitioner/Respondent/[name of child]]. [Petitioner/Respondent] is ORDERED to pay the cost of the evaluation of [Petitioner/Respondent/[name of child]] when [name] requests payment. [Respondent/Petitioner] is ORDERED to contact [name] at [address], [telephone number], within [number] days of the date of these temporary orders to schedule the evaluation. [Respondent/Petitioner] is further ORDERED to cooperate with [name] and attend all appointments, interviews, tests, and evaluations scheduled with [name]. IT IS ORDERED that [name] shall provide a copy of [Respondent/Petitioner]'s evaluation to each party and each party's attorney and shall not file the evaluation with the Court. IT IS ORDERED that [Respondent/Petitioner] shall execute all necessary releases to allow the parties and their attorneys to possess the evaluation, to use it in depositions in this suit, and to offer it into evidence in this suit.

**4.I. Parent Education and
Family Stabilization Course**

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 certificate 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.

**4.J. Parenting Coordinator/
Facilitator**

IT IS ORDERED that [name] is appointed parenting [coordinator/facilitator]. [Include appropriate provisions from form 16-18 or form 16-19, including findings required under **Tex. Fam. Code § 153.605(b)** or **§ 153.6051(b)**.]

4.K. Ad Litem/Amicus Attorney

IT IS ORDERED that **[name]** is appointed guardian ad litem to represent the best interests of the child[ren]. **[Include provisions for payment of ad litem fees.]**

Or

IT IS ORDERED that **[name]** is appointed attorney ad litem to provide legal services for the child[ren]. **[Include provisions for payment of ad litem fees.]**

Or

IT IS ORDERED that **[name]** is appointed amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren]. **[Include provisions for payment of amicus fees.]**

4.L. Tax Returns

IT IS ORDERED that Respondent, **[name of respondent]**, produce and deliver to **[name and address of attorney]** by **[time]** on **[date]** copies of Respondent's income tax returns for tax years **[years]**, a financial statement, and current pay stubs.

4.M. Injunction

The Court finds that, based on the public policy considerations stated in section 153.001 of the Texas Family Code, it is in the best interests of the child[ren] that the following temporary injunction be issued and related orders be entered.

IT IS ORDERED that **[Respondent/Petitioner/the parties]** and **[his/her/their]** agents, servants, employees, attorneys, and those persons in active con-

cert or participation with [him/her/them] who receive actual notice of this order by personal service or otherwise are temporarily enjoined from:

Select as required by petition.

1. *Disturbing Child[ren] or Another Party*

1. Disturbing the peace of the child[ren] or of any other party.

And/Or

2. *Withdrawing Child[ren] from School or Day Care*

2. Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

3. *Hiding Child[ren] from Petitioner*

3. Hiding or secreting the child[ren] from [Petitioner/Respondent/the other party].

And/Or

4. *Disparaging Remarks*

4. Making disparaging remarks regarding [Petitioner/Respondent/the other party] [**include if applicable:** or [Petitioner/Respondent/the other party]'s family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

5. *Consumption of Alcohol*

5. Consuming alcohol within the **[number]** hours before or during each of [Respondent/Petitioner/the party]'s periods of possession of or access to the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

6. *Unrelated Adult in Residence Overnight*

6. Permitting an unrelated adult with whom Respondent has an intimate or dating relationship to remain in the same residence with the child[ren] between the hours of **[time]** P.M. and **[time]** A.M.

And/Or

7. *Travel Restriction*

7. Removing the child[ren] beyond **[specify geographic area]**, acting directly or in concert with others.

4.N. Bond

IT IS ORDERED that **[name]** post a bond [or cash] in the amount of **[number]** dollars (\$**[amount]**) with the clerk of this Court before removing the child[ren] from the jurisdiction of this Court.

4.O. Required Notices
 §§ 105.006(e), (e-1), (e-2),
 105.007

Include the first four paragraphs of **4.O.** unless an exception exists under **Tex. Fam. Code § 105.006(c)**.

Tex. Fam. Code § 105.007(c) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also **Tex. Fam. Code § 105.006(c)**.

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraphs in all orders.

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.

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

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

(2) IT HAS BEEN THREE YEARS SINCE THE ORDER WAS RENDERED OR LAST MODIFIED AND THE MONTHLY AMOUNT OF THE CHILD SUPPORT AWARD UNDER THE ORDER DIFFERS BY EITHER 20 PERCENT OR \$100 FROM THE

AMOUNT THAT WOULD BE AWARDED IN ACCORDANCE WITH THE CHILD SUPPORT GUIDELINES.

4.P. Warnings to Parties
§ 105.006(d)

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.

5. Property and Parties

Property and Parties

The Court finds that the following orders respecting the property and parties are necessary and equitable.

Include 5.A.–5.L. as applicable.

5.A. Temporary Spousal Support

IT IS ORDERED that [name] pay to [name] as temporary spousal support [number] dollars (\$[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 further order of this Court.

5.B. Tax Matters**5.B.1. Estimated Tax Payments**

IT IS ORDERED that [name] pay estimated income taxes on the due dates as required by the Internal Revenue Code. Estimated taxes shall be paid timely, and payment shall be made under both Petitioner's and Respondent's Social Security numbers while this case is pending.

IT IS FURTHER ORDERED that the amount of each quarterly estimated tax payment shall be computed in accordance with the Internal Revenue Code requirements to avoid penalties for underpayment of income taxes and interest for late payments of income taxes while this case is pending.

IT IS FURTHER ORDERED that a party making an estimated tax payment while this case is pending shall provide the other party with the calculations that provide a basis for the estimated amount and shall not pay estimated tax in excess of the calculated amount.

Include the following if applicable.

5.B.2. Withholding

IT IS ORDERED that Petitioner and Respondent shall continue their withholding for federal income taxes from their respective wages and salaries while this case is pending.

IT IS FURTHER ORDERED that the amount of withholding shall be computed in accordance with the Internal Revenue Code requirements to avoid penalties for underpayment of income taxes and interest for late payments of income taxes while this case is pending.

5.B.3. Tax Returns

IT IS ORDERED that the parties' income tax returns be filed on a timely basis while this case is pending.

IT IS FURTHER ORDERED that the returns be prepared in accordance with the Internal Revenue Code and be prepared in advance of the filing dates to allow both parties sufficient time to review the returns before filing.

IT IS FURTHER ORDERED that neither party shall file or cause to be filed a Form 1040 income tax return while this case is pending without providing a copy of the proposed return to the other party at least ten days before filing.

5.C. Debts

5.C.1. To Petitioner

IT IS ORDERED that **[name of petitioner]** shall be responsible for the timely payment of the following: **[enumerate and describe debts and obligations]**.

And/Or

IT IS FURTHER ORDERED that **[name]** shall pay the following as additional [child support/spousal support]: **[enumerate and describe debts and obligations]**.

And/Or

5.C.2. *To Respondent*

IT IS ORDERED that [name of respondent] shall be responsible for the timely payment of the following: [enumerate and describe debts and obligations].

And/Or

IT IS FURTHER ORDERED that [name] shall pay the following as additional [child support/spousal support]: [enumerate and describe debts and obligations].

5.D. Temporary Award of Property

5.D.1. *To Petitioner*

IT IS ORDERED that Petitioner have the exclusive and private use and possession of the following property while this case is pending: [describe property].

5.D.2. *To Respondent*

IT IS ORDERED that Respondent have the exclusive and private use and possession of the following property while this case is pending: [describe property].

5.E. Inventory and Appraisement

IT IS ORDERED that Petitioner and Respondent shall each deliver to opposing counsel [include if applicable: and file with the clerk of this Court] a sworn inventory and appraisement of all the separate and community property owned by the parties substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form 7-1. IT IS ORDERED that Petitioner shall deliver Petitioner's inventory to opposing counsel [include if applicable: and file it with the clerk of the Court] by [date].

IT IS ORDERED that Respondent shall deliver Respondent's inventory to opposing counsel [**include if applicable:** and file it with the clerk of the Court] by [**date**].

5.F. Health Insurance

IT IS ORDERED that [Petitioner/Respondent] shall maintain [Respondent/Petitioner] [**include if applicable:** and the parties' child[ren]] as insured [beneficiary/beneficiaries] on [his/her] health insurance policy.

5.G. Production of Income Tax Returns

IT IS ORDERED that [Respondent/Petitioner], [**name**], produce and deliver to [**name and address of attorney**] by [**time**] on [**date**] copies of the parties' income tax returns, together with all supporting schedules and information returns used in connection with their original income tax returns for the years [**year**] through [**year**] inclusive.

5.H. Copies of Tax Information

IT IS ORDERED that [Respondent/Petitioner], [**name**], produce and deliver to [**name and address of attorney**] by [**time**] on [**date**] copies of all the tax information necessary to prepare [Petitioner/Respondent]'s tax return[s] for tax year[s] [**year[s]**], including the following: [**list appropriate items**].

5.I. ADR Participation

IT IS ORDERED that Petitioner, [**name of petitioner**], and Respondent, [**name of respondent**], shall attend [mediation/nonbinding arbitration/binding arbitration] with [**name**] on or before [**date**].

5.J. Execution of Releases

IT IS ORDERED that [Petitioner/Respondent], [**name**], shall execute the following releases: [**specify**].

Include the following if applicable.

Within [number] days after receipt of a written request from [the other/another] conservator, the conservator receiving the request is ORDERED to execute and provide to the requesting conservator—

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 conservator 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 conservator executes an authorization for disclosure of protected health information pursuant to the HIPAA and 45 C.F.R. section 164.508.

5.K. Pretrial Conference

IT IS ORDERED [specify as appropriate under local practice].

5.L. Attorney's Fees

The Court finds that reasonable interim attorney's fees and expenses to be paid by [name] to [name]'s attorney are necessary for [name] to conduct discovery and properly prepare for trial [include if applicable: and to protect the best interest of the child[ren]].

IT IS ORDERED that [name] pay [number] dollars (\$[amount]) to [name and address of attorney] by cash, cashier's check, or money order on or before [time] on [date] for interim attorney's fees and expenses.

6. Temporary Injunction

Temporary Injunction

Include 6.A. if the injunction is mutual and agreed.

6.A. Agreement

The Court finds that the parties have agreed to the entry of the following temporary injunction while this case is pending.

6.B. Required

The temporary injunction granted below shall be effective immediately and shall be binding on [Petitioner/Respondent/the parties]; on [his/her/their] agents, servants, employees, and attorneys; and on those persons in active concert or participation with [him/her/them] who receive actual notice of this order by personal service or otherwise. The requirement of a bond is waived.

6.C. Conduct Enjoined

6.C.1. Individual or Joint Injunction

IT IS ORDERED that [Petitioner/Respondent/Petitioner and Respondent] [is/are] enjoined from:

Select as required by petition.

Caution: The federal Violence against Women Act prohibits the possession of a firearm or ammunition by a person prohibited by court order from committing family violence or threats of family violence. See 18 U.S.C. § 922(g)(8). The standard Texas injunction language set out in items 2., 4., & 5. below could subject a person subject to such an injunction to federal prosecution if the person is in possession of a firearm or ammunition.

a. *Communicating with Other Party in Offensive Manner*

1. Intentionally communicating with the other party in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm the other party.

And/Or

b. *Threatening Other Party*

2. Threatening the other party in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm the other party.

And/Or

c. *Harassing Other Party by Telephone*

3. Placing a telephone call, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm the other party.

And/Or

d. *Injuring Other Party*

4. Intentionally, knowingly, or recklessly causing bodily injury to the other party [**include if applicable:** or to a child of either party].

And/Or

e. *Threatening Bodily Harm*

5. Threatening the other party [**include if applicable:** or a child of either party] with imminent bodily injury.

And/Or

f. *Destroying Property*

6. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties with intent to obstruct the authority of the Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party [**include if applicable:** and the child[ren] of the marriage].

And/Or

g. *Falsifying Records*

7. Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.

And/Or

h. *Concealing Property*

8. Intentionally misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

And/Or

i. Damaging Property

9. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

And/Or

j. Tampering with Property

10. Intentionally or knowingly tampering with the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to the other party.

And/Or

k. Alienating Property

11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real property, or intellectual property, and whether separate or community property, except as specifically authorized by this order.

And/Or

l. Incurring Debts

12. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by this order.

And/Or

m. Withdrawing Funds

13. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.

And/Or

n. Spending Funds

14. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order.

And/Or

o. Withdrawing Employee Benefits

15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by this order.

And/Or

p. Brokerage and Investment Accounts

16. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized by this order.

And/Or

q. Withdrawing Insurance Value

17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party [**include if applicable:** or a child of the parties], except as specifically authorized by this order.

And/Or

r. Entering Safe-Deposit Box

18. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.

And/Or

s. Changing Life Insurance Beneficiary

19. Changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party [**include if applicable:** or a child of the parties].

And/Or

t. Affecting Insurance

20. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the parties' property or persons [**include if applicable:** , including a child of the parties].

And/Or

u. Opening or Diverting Mail

21. Opening or diverting mail or e-mail or any other electronic communication addressed to the other party.

And/Or

*v. Signing or Endorsing Other
Party's Name*

22. Signing or endorsing the other party's name on any negotiable instrument, check, or draft, including a tax refund, insurance payment, and dividend, or attempting to negotiate any negotiable instrument payable to the parties or the other party without the personal signature of the other party.

And/Or

*w. Terminating or Limiting Credit
Cards*

23. Taking any action to terminate or limit credit or charge cards in the name of the parties or the other party, except as specifically authorized in this order.

And/Or

x. Changing Tax Withholding

24. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.

And/Or

y. Destroying Financial Records

25. Destroying, disposing of, or altering any financial records of the parties, including but not limited to a canceled check, deposit slip, and other

records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.

And/Or

z. Destroying Electronic Records

26. Destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

And/Or

aa. Modifying Electronic Data

27. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

And/Or

ab. Deleting Social Network Data

28. Deleting any data or content from any social network profile used or created by either party [**include if applicable:** or a child of the parties].

And/Or

ac. Using Password or PIN

29. Using any password or personal identification number to gain access to the other party's e-mail account, bank account, social media account, or any other electronic account.

6.C.2. *Individual Injunctions*

IT IS ORDERED that [Petitioner/Respondent] is [further] enjoined
from:

The following are examples of some types of relief. Choose
only relief that is applicable.

a. *Affecting Utility Service and
Deposits*

1. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual service, including security, pest control, landscaping, or yard maintenance, at [full address] or in any manner attempting to withdraw any deposits for service in connection with any of those services.

And/Or

b. *Excluding Other Party from
Residence*

2. Excluding [Respondent/Petitioner] from the use and enjoyment of the residence located at [address, city, state].

And/Or

c. *Interfering with Motor Vehicle*

3. Entering, operating, or exercising control over the [year, make, and model of motor vehicle[s]] in the possession of [Respondent/Petitioner].

Repeat as applicable for the other party.

Include 6.D. if the petitioner is enjoined.

6.D. *Petitioner's Authorizations*

IT IS ORDERED that Petitioner is specifically authorized:

1. *Spending for Living Expenses*

To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care.

2. *Spending for Legal Fees*

To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.

3. *Withdrawing Funds*

To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

Include item 4. if applicable.

4. *Operating Business*

To engage in acts reasonable and necessary to conduct Petitioner's usual business and occupation.

Specify in detail any other authorization that may be necessary under the particular circumstances.

Include 6.E. if the respondent is enjoined.

**6.E. Respondent's
Authorizations**

IT IS ORDERED that Respondent is specifically authorized:

1. *Spending for Living Expenses*

To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care.

2. *Spending for Legal Fees*

To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.

3. *Withdrawing Funds*

To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

Include item 4. if applicable.

4. *Operating Business*

To engage in acts reasonable and necessary to conduct Respondent's usual business and occupation.

Specify in detail any other authorization that may be necessary under the particular circumstances.

6.F. Definitions

For purposes of this order, "personal property" includes, but is not limited to, the following:

- a. cash, checks, traveler's checks, and money orders;
- b. funds on deposit in financial accounts with commercial banks, savings banks, and credit unions;
- c. funds and assets held in brokerage, mutual fund, and other investment accounts;
- d. publicly traded stocks, bonds, and other securities;
- e. stock options and restricted stock units;
- f. bonuses;

- g. closely held business interests;
- h. retirement benefits and accounts;
- i. deferred compensation benefits;
- j. insurance policies, annuities, and health savings accounts;
- k. motor vehicles, boats, airplanes, cycles, mobile homes, trailers, and recreational vehicles;
- l. money owed to one or both parties, including notes and expected income tax refunds;
- m. household furniture, furnishings, and fixtures;
- n. electronics and computers;
- o. antiques, artwork, and collections;
- p. sporting goods and firearms;
- q. jewelry and other personal items;
- r. pets and livestock;
- s. club memberships;
- t. travel award benefits and other award accounts;
- u. crops, farm equipment, construction equipment, tools, leases, cemetery lots, gold or silver coins not part of a collection, tax overpayments, loss carry-forward deductions, lottery tickets/

winnings, stadium bonds, stadium seat licenses, seat options, season tickets, ranch brands, and business names;

- v. digital assets such as e-mail addresses, social network accounts, websites, domain names, digital media such as pictures, music, e-books, movies, and videos, blogs, reward points, digital storefronts, artwork, and data storage accounts;
- w. virtual assets such as virtual pets, avatars, accessories for virtual characters, virtual prizes, virtual real estate, and virtual currency;
- x. safe-deposit boxes and their contents;
- y. storage facilities and their contents; and
- z. contingent assets.

Include 7. if applicable.

7. Service of Writ
TRCP 689

Service of Writ

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.

8. Duration

- *Required in All Orders*

Duration

These Temporary Orders shall continue in force until the signing of the Final Decree of Divorce or until further order of this Court.

SIGNED on _____.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to sign temporary orders.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the order and do not intend to challenge the order in appellate court, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Form 4-4

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Sign Temporary Orders

This Motion to Sign Temporary Orders is brought by **[name of movant]**, **[party designation]**, moving the Court to sign the Temporary Orders in the form attached to this motion.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 4-5

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Modify Temporary Orders

This Motion to Modify Temporary Orders is brought by **[name of movant]**, **[party designation]**, who shows in support:

Select as applicable.

1. [Petitioner/Respondent] was appointed Temporary Sole Managing Conservator of the child[ren] in Temporary Orders dated **[date]**. Since entry of the Temporary Orders, the following events have occurred, which show that the previous order of the Court should be modified and [Respondent/Petitioner] should now be appointed Temporary Managing Conservator: **[state specific reasons that the modification is necessary for the safety and welfare of the child[ren]]**.

And/Or

2. Since entry of the Temporary Orders, financial circumstances have materially changed, which change requires the modification of the Temporary Orders. **[Name of movant]** requests that the support provided in the Temporary Orders be [increased/decreased/terminated] for the following reasons: **[state specific reasons that the modification is necessary for the preservation of the property and protection of the parties]**.

And/Or

3. Since entry of the Temporary Orders, **[name of movant]** has been informed that **[he/she]** is being ordered to **[military deployment/military mobilization/temporary military duty]** that involves moving a substantial distance from **[his/her]** residence. **[Name of movant]** requests that the Court modify its prior temporary order to grant **[name of designated person]** rights of access to the child^[ren] during **[name of movant]**'s period of **[military deployment/military mobilization/temporary military duty]**.

And/Or

4. To preserve and manage the assets of the parties, certain business transactions must be conducted that, if performed without court authority, may violate the Temporary Orders of this Court. **[Name of movant]** requests the Court to modify its Temporary Orders as follows: **[state specific reasons that the modification is necessary for the preservation of the property of the parties]**.

And/Or

5. The present orders relating to possession of and access to the child^[ren] have become unworkable and are no longer in the best interest of the child^[ren] because: **[state specific reasons that the modification is necessary for the safety and welfare of the child^[ren]]** **[Name of movant]** requests the following orders for possession of and access to the child^[ren]: **[outline specific periods of visitation and access requested]**.

Continue with the following.

[Name of movant] prays that the Court grant the Motion to Modify Temporary Orders.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 4-6

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Extend Temporary Orders

This Motion to Extend Temporary Orders is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. Temporary Orders were entered on **[date]**. The Temporary Orders will expire on **[date]**.

2. **[Name of movant]** requests that the Temporary Orders be continued for the following reasons: **[state specific reasons for extension]**.

[Name of movant] prays that the Court grant the Motion to Extend Temporary Orders.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 4-7

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Counseling

This Motion for Counseling is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. **[Name of movant]** represents that there is a reasonable expectation of reconciliation.
2. **[Name of movant]** requests the Court to direct the parties to counsel with a person to be named by the Court, who should submit a written report before final hearing in this case on the divorce petition as required by section 6.505(b) of the Texas Family Code. **[Include if applicable: [Name of movant] requests the Court to order that the counseling include counseling on issues that confront children who are the subject of a suit affecting the parent-child relationship.]**
3. The name, address, and telephone number of Petitioner are: **[petitioner's name, address, and telephone number]**.
4. The name, address, and telephone number of Respondent are: **[respondent's name, address, and telephone number]**.

[Name of movant] prays that the Court grant this Motion for Counseling and, after hearing, direct the parties to counsel with a person to be named by the Court as requested above.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 4-8

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Counseling

On **[date]** the Court considered the Motion for Counseling of **[name of movant]**. The Court finds there is good cause to direct counseling.

IT IS THEREFORE ORDERED that **[name of counselor]** is appointed to counsel with **[name of petitioner]**, Petitioner, and **[name of respondent]**, Respondent, and Petitioner and Respondent are ORDERED to counsel with that counselor. **[Include if applicable:** The counseling shall include counseling on issues that confront children who are the subject of a suit affecting the parent-child relationship.] The counselor is directed to file a written report on or before **[date]** giving an opinion of whether there exists a reasonable expectation of reconciliation between the parties and, if so, whether further counseling would be beneficial.

SIGNED on _____.

JUDGE PRESIDING

Chapter 5

Discovery

Form 5-1	Motion for Discovery Control Plan	347
Form 5-2	Agreed Order on Motion for Discovery Control Plan	350
Form 5-3	Motion to Modify Discovery Control Plan	353
Form 5-4	Order on Motion to Modify Discovery Control Plan	356
Form 5-5	Motion for Protective Order	357
Form 5-6	Order on Motion for Protective Order	361
Form 5-7	Motion for Confidentiality Order	362
Form 5-8	Confidentiality Order	364
Form 5-9	Request for Identification of Withheld Production	370
<i>[Forms 5-10 through 5-17 are reserved for expansion.]</i>		
Form 5-18	Required Initial Disclosures	372
Form 5-19	Required Testifying Expert Disclosures	378
Form 5-20	Required Pretrial Disclosures	381
Form 5-21	Rule 194 Requests for Disclosure	384
Form 5-22	Response to Rule 194 Requests for Disclosure	389
Form 5-23	Request for Production and Inspection	391
Form 5-24	Response to Request for Production and Inspection	406
Form 5-25	Notice for Production or Inspection of Documents and Other Tangible Things	412
Form 5-26	Suggested Language for Production of Bank Records	414
Form 5-27	Suggested Language for Production of School Records	416
Form 5-28	Suggested Language for Production of Employment Records	418
Form 5-29	Suggested Language to Secure Social Worker’s Report	420
Form 5-30	Affidavit for Business Records	421
Form 5-31	Declaration for Business Records	423

Form 5-32	Authorization to Disclose Protected Health Information.	425
Form 5-33	Motion for Order to Obtain Protected Health Information	427
Form 5-34	Order on Motion for Order to Obtain Protected Health Information.	431
Form 5-35	Subpoena to Compel Production of Protected Health Information	434
Form 5-36	Notice That Document[s] Will Be Used at Trial	436
Form 5-37	Response to Notice That Document[s] Will Be Used at Trial.	438
Form 5-38	Request for Entry upon Property [to Party]	440
Form 5-39	Motion for Entry upon Property [to Nonparty]	443
Form 5-40	Order on Motion for Entry upon Property	446
Form 5-41	Written Interrogatories.	447
Form 5-42	Answers to Interrogatories.	452
Form 5-43	Pattern Interrogatories—General	456
Form 5-44	Pattern Interrogatories—Property	463
Form 5-45	Pattern Interrogatories—Conservatorship	469
Form 5-46	Pattern Interrogatories—Modification of Child Support.	474
Form 5-47	Pattern Interrogatories—Modification of Conservatorship	479
<i>[Forms 5-48 through 5-60 are reserved for expansion.]</i>		
Form 5-61	Request for Admissions	480
Form 5-62	Response to Request for Admissions.	485
Form 5-63	Motion to Withdraw or Amend Admissions	487
Form 5-64	Order on Motion to Withdraw or Amend Admissions	490
Form 5-65	Motion to Determine Sufficiency of Answers or Objections to Request for Admissions.	491
Form 5-66	Order on Motion to Determine Sufficiency of Answers or Objections to Request for Admissions.	494
<i>[Forms 5-67 through 5-70 are reserved for expansion.]</i>		
Form 5-71	Notice of Intent to Take Oral Deposition	495
Form 5-72	Notice of Recording Deposition [Stenographically/by Video Recording/ by Audio Recording]	498

Form 5-73	Motion to Require Transcription of Deposition Recording	500
Form 5-74	Order on Motion to Require Transcription of Deposition Recording	504
Form 5-75	Notice of Intent to Take Deposition on Written Questions	506
<i>[Forms 5-76 through 5-80 are reserved for expansion.]</i>		
Form 5-81	Motion for Reduction of Expert's Report to Tangible Form	509
Form 5-82	Order on Motion for Reduction of Expert's Report to Tangible Form	512
Form 5-83	Motion for [Physical/Mental] Examination	513
Form 5-84	Order on Motion for [Physical/Mental] Examination	516
<i>[Forms 5-85 through 5-90 are reserved for expansion.]</i>		
Form 5-91	Motion to Compel Discovery [and/or] for Sanctions	518
Form 5-92	Order on Motion to Compel Discovery [and/or] for Sanctions	524
Form 5-93	Subpoena [Deposition]	526
Form 5-94	Subpoena to Compel Production of Documents and Tangible Things	529
Form 5-95	Letter to Nonparty Requesting Execution of Affidavit or Declaration for Business Records	531
Form 5-96	Notice of Business Records [Affidavit/Declaration]	533

Form 5-1

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Discovery Control Plan

This Motion for Discovery Control Plan is filed by **[name of movant]**, **[party designation]**, under rule 190.4 of the Texas Rules of Civil Procedure.

[Name of movant] requests that the Court tailor a discovery control plan to the circumstances of this family law case.

Include the following if applicable.

The parties have agreed to a discovery control plan as set forth in an agreed order tendered with this motion. **[Name of movant]** requests that the Court approve and sign the agreed order. If the Court does not approve the agreed order, **[name of movant]** requests that the Court order a discovery plan in substantial conformity with the discovery plan set forth in the agreed order.

Continue with the following.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]

Attorney for [name of movant]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 5-2

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Agreed Order on Motion for Discovery Control Plan

On **[date]** the Court considered the Motion for Discovery Control Plan of **[name of movant]**.

The Court finds that the parties have agreed to a discovery control plan as set forth in this order. The Court approves the parties' agreement and ORDERS:

The following are examples.

1. *Discovery Period.* All discovery must be conducted during the discovery period, which begins on the date this order is signed and continues until **[[date]]**/thirty days before the date set for trial].
2. *Total Time for Oral Depositions.* Each party may have no more than **[number]** hours in oral depositions to examine and cross-examine deposition witnesses. Each party may examine up to **[number]** witnesses, including expert witnesses. Depositions will be noticed at least **[number]** days in advance of the deposition.
3. *Interrogatories.* Each party may serve no more than **[number]** written interrogatories on the other party.

4. *Sworn Inventory and Appraisalment.* Each party shall provide the other party with a sworn inventory and appraisalment substantially in the form and detail set forth in the current edition of *Texas Family Law Practice Manual*, form 7-1, by [date].

5. *Request for Disclosure.* Each party shall provide the information required by rule 194 of the Texas Rules of Civil Procedure no later than thirty days from the date this order is signed.

6. *Deadlines*

- a. All additional parties must be joined by [date].
- b. All amended or supplemental pleadings must be filed by [date].
- c. All experts must be designated by [date].
- d. All responses to requests for production must be answered or supplemented by [date], and no responses or supplemental responses to requests for production shall be permitted after that date without prior leave of this Court.
- e. All answers to interrogatories must be served or supplemented by [date], and no responses or supplemental answers to interrogatories shall be permitted after that date without prior leave of this Court.
- f. All responses to requests for disclosure must be supplemented by [date], and no responses or supplemental responses to requests for disclosure shall be permitted after that date without prior leave of this Court.

7. *Conference to Determine Trial Setting.* Each party shall appear for a conference to determine trial setting on [date].

Or

7. *Trial Setting.* This case is set for trial on the merits on [**specify date, time, and court**].

Include provisions for other discovery matters as applicable.

SIGNED on _____.

JUDGE PRESIDING

Form 5-3

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Modify Discovery Control Plan

This Motion to Modify Discovery Control Plan is filed by **[name of movant]**, **[party designation]**, who shows in support:

1. Additional discovery is needed: **[specify nature and extent of additional discovery]**.

Include **2.** and/or **3.** as applicable.

2. The additional discovery pertains to new, amended, or supplemental pleadings or to new information disclosed in discovery response or in an amended or supplemental response. The pleadings or responses were made after the deadline for completion of discovery or so nearly before the deadline that **[name of movant]** does not have an adequate opportunity to conduct discovery related to the new matters. **[Name of movant]** would be unfairly prejudiced without the additional discovery.

3. The matters for which additional discovery is requested have changed materially since the discovery cutoff date, and the trial date has been set more than three months after the discovery period ends.

Include other discovery matters as applicable.

[Name of movant] requests that the Court modify the discovery control plan governing the case.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]
Attorney for [name of movant]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 5-4

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Modify Discovery Control Plan

On **[date]** the Court considered the Motion to Modify Discovery Control Plan of **[name of movant]** and **ORDERS: [specify the terms and conditions for additional discovery and any other orders]**.

SIGNED on _____.

JUDGE PRESIDING

Form 5-5

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Protective Order

This Motion for Protective Order is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. **[Name of movant]** has been served with a **[name of discovery document]**, requiring **[name of movant]** to **[designate action required]** on or before **[date]**. **[Include if applicable: A copy of the discovery document is attached.]**

2. **[Specify grounds and describe objections to discovery.]** In the interest of justice, **[name of movant]** seeks a protective order to prevent undue burden, unnecessary expense, harassment or annoyance, or invasion of personal, constitutional, or property rights.

Include 3. and/or 4. if applicable.

3. The discovery sought is unreasonably cumulative or duplicative or is obtainable from some other source that is more convenient, less burdensome, or less expensive.

4. The burden or expense of the proposed discovery outweighs its likely benefit, taking into account the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving the issues.

5. **[Name of movant]** requests

The following are examples of some types of relief. Choose only relief that is applicable. See [Tex. R. Civ. P. 192.6](#) regarding appropriate orders.

- a. an adequate time for compliance;
 - b. protection from disclosure of privileged material or information [**specify privilege[s] and basis for assertion of privilege[s]**];
 - c. that the requested discovery not be sought in whole or in part;
 - d. that the extent or subject matter of discovery be limited;
 - e. that the discovery not be undertaken at the time or place specified;
 - f. that the discovery be undertaken only by such method or on such terms and conditions or at the time and place directed by the Court;
 - g. that the results of discovery be sealed or otherwise protected, subject to the provisions of rule 76a;
 - h. compensation for undue expense and hardship.
6. [**State reasons for protective order and substantiate undue expense.**]

Include the following if applicable.

7. [**State a reasonable time and place for compliance with a discovery request if the party responding to the discovery request is unable to comply with the time and place originally designated.**]

Continue with the following.

[**Name of movant**] prays that the Court grant a protective order.

[Name]
 Attorney for **[name of movant]**
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]
 Attorney for **[name of movant]**

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
 in **[designation and location of court]**.

SIGNED on _____.

 Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 5-6

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Protective Order

On **[date]** the Court considered the Motion for Protective Order of **[name of movant]**
and ORDERS: **[specify the order of the court]**.

SIGNED on _____.

JUDGE PRESIDING

Form 5-7

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Confidentiality Order

This Motion for Confidentiality Order is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. **[Name of movant]** has been served with a discovery request requiring **[him/her]** to produce certain designated records. A copy of the discovery document is attached.
2. **[Name of movant]** seeks a confidentiality order to prevent disclosure of sensitive personal, financial, and business information to third parties, the disclosure of which could cause injury to the producing party.

[Name of movant] prays that the Court grant a confidentiality order.

[Name]
Attorney for **[name of movant]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]Attorney for **[name of movant]****Notice of Hearing**

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk**Certificate of Service**

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]Attorney for **[name of movant]**

Form 5-8

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Confidentiality Order

The parties to this order seek the entry of a protective order governing the documents produced in this action and other documents, information, or testimony provided in connection with pretrial proceedings or the trial of this action. A protective order in the form set forth below is necessary because discovery in this action and the trial of this action are likely to involve sensitive personal, financial, and business information, the disclosure of which could cause injury to the producing party. The Court finds that good cause has been shown, and IT IS ORDERED THAT:

Definitions

The following definitions apply in this order:

“Document,” whether used in the singular or the plural, means any kind of written, graphic, or recorded matter, however produced, reproduced, or electronically stored, of any kind or description, including originals, copies, and drafts, and both sides thereof.

“Confidential information” means information that constitutes or contains a trade secret or is subject to the lawyer-client privilege, the spousal privilege, the clergyman privilege, the physician-patient privilege, or the confidentiality of mental health information privilege, as those terms are defined in rules 501 through 510 of the Texas Rules of Evidence. “Confiden-

tial information” also means any document, oral communication, or other information of the parties, the improper use of which is likely to cause injury to the producing party.

“Producing party” means any party to this order who responds to a discovery request or otherwise provides information to a party to this action or to the Court in connection with this action.

“Producing third party” means any person or entity not a party to this suit who responds to a discovery request or otherwise provides information to a party to this action or to the Court in connection with this action.

“Requesting party” means any party to this action other than the producing party.

“Termination of the action” means the final termination of this action by any means including without limitation entry of a final judgment or dismissal. If an appeal is taken from any judgment or order entered in this action, the “termination of the action” shall not occur until all appellate proceedings have been finally concluded, as well as any proceeding in connection with any remand.

“Party” means any person who is a party to this action.

Limitations on the Disclosure and Use of Confidential Information

No confidential information produced in this action shall be disclosed in any manner except to (1) a party to this action; (2) counsel involved in this action and their paralegal, computer, clerical, secretarial, and other employees and contract workers engaged in the preparation for the trial of this action; (3) consultants or experts retained by a party to this action or its counsel to whom disclosure is necessary for the preparation of this action for trial; (4) a witness whose testimony is being taken either during deposition or at trial; and (5) as evidence in a trial or hearing in this action.

Confidential information shall be used solely for the purpose of conducting this action and not for any other purpose whatever. This order not only prohibits disclosure of confidential information or testimony but also prohibits the discussion of confidential information with any person not specifically authorized to receive such information under this order.

Counsel shall advise their paralegal, computer, secretarial, clerical, and other employees and contract workers of the requirements imposed by this order.

Procedure for Designating Confidential Information

To designate a document containing confidential information, a party shall mark the document with the legend “CONFIDENTIAL.”

To designate one or more answers to interrogatories or answers to requests for admissions as containing confidential information, a party shall submit those answers in a separate document and mark each page of those answers with the legend “CONFIDENTIAL.”

If a producing party elects to produce files and records for inspection and a requesting party desires to inspect these files and records, the producing party shall identify its files as “CONFIDENTIAL” before producing the documents.

Filing of Confidential Information

Any motions, pleadings, affidavits, briefs, or other documents submitted to or filed with the Court that contain, reproduce, quote, paraphrase, or otherwise reveal any confidential information shall be filed in a sealed envelope marked on the outside with the title of the action, an identification of each document or other item within, and a statement substantially in the following form:

“CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER

This envelope containing the above-identified papers by [**name of party**] is not to be opened, nor are its contents to be displayed, except by court order or by agreement of the parties . . .”

The clerk of the Court shall maintain under seal such confidential documents, information, or testimony, which shall be made available only to the Court and to counsel for the parties in this action until further order of this Court.

Objections to the Designation of Information as Confidential

Any objection to the designation of an item of information as confidential shall be made in writing to counsel for the producing party or the producing third party. If the objection cannot be resolved by agreement within ten business days of the date of service of the objection, the objecting party may move the Court to determine the propriety of the designation. The objecting party shall set forth in its motion the basis on which it believes that (1) the information does not contain or consist of confidential information, the disclosure of which could adversely affect the producing party, and (2) the material constitutes relevant, admissible evidence. The information that is the subject of the motion shall be treated in accordance with its designation status pending resolution of the motion. Attorney’s fees and costs may be assessed if information that was identified as confidential is later found by the Court not to be confidential.

Use of Confidential Information at Hearings or at Trial

The parties shall undertake in good faith to negotiate mutually acceptable procedures to present to the Court to protect against the disclosure of confidential information in connection with any hearing regarding this action or the trial of this action. By agreeing to do so, no party waives its right to demand a trial by jury.

Service of Written Objections and Notices

Written objections and notices shall be served on the attorney for a party.

Duration

This order shall remain in full force and effect and survive the termination of this litigation unless modified by an order of this Court or by the written stipulation of all parties and any affected third party filed with the Court.

Independently Obtained Information

Nothing in this order shall in any way restrict the right of a party to use or disclose information obtained from any source other than from a producing party or producing third party during the litigation of this action, whether or not such independently obtained information is identical to information designated as confidential by the producing party or producing third party.

Cumulative Provisions

The procedures established by this order are intended to be cumulative and in addition to any party's right to seek any further or different protection from the Court for any document or information deemed to be confidential.

This order is without prejudice to the right of any party to apply to the Court at any time, on reasonable notice to the other parties and the affected third party, to request that the Court for good cause modify the provisions of this order.

Successors and Assigns

This Confidentiality Order shall be binding on and inure to the benefit of all successors and assigns of the parties to the order.

SIGNED on _____.

JUDGE PRESIDING

APPROVED:

[Name], Petitioner

[Name], Respondent

[Name], Attorney for Petitioner

[Name], Attorney for Respondent

Form 5-9

Include the following notice if a minor is named in the caption or if the request contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Identification of Withheld Production

To: **[name]**, by and through **[his/her]** attorney of record, **[name and address of attorney]**.

Under rule 193.3(b) of the Texas Rules of Civil Procedure, you are requested to provide, within fifteen days of the date this request is served, a response identifying the **[information/material/information and material]** you withheld in your response to **[specify discovery request]**.

[Name]

Attorney for **[Petitioner/Respondent]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [Petitioner/Respondent]

Forms 5-10 through 5-17 are reserved.

Form 5-18

This form is for use only in cases filed on or after January 1, 2021. Amendments to the Texas Rules of Civil Procedure effective for cases filed on or after that date eliminate the previously applicable procedure involving a request for disclosure and provide that certain required disclosures must be made without waiting for a request. See [Tex. R. Civ. P. 194](#). For a response to a request for disclosure in a case filed before January 1, 2021, see form [5-22](#).

For categories in which rule 194 refers to descriptions in rule 192.3, the following form incorporates those descriptions, so that the attorney need spend no further time and expense explaining to the client what information or material is required, and so that a pro se party can readily understand how to disclose the required information.

For required testifying expert disclosures, see form [5-19](#). For required pretrial disclosures, see form [5-20](#).

No objections or assertions of work product are allowed to a rule 194 disclosure. [Tex. R. Civ. P. 194.5](#). However, a party may assert any applicable privileges other than work product, e.g., a protective order to prevent the person's residence from being revealed if harm could result.

Include the following notice if a minor is named in the caption or if the response contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Petitioner/Respondent]'s Required Initial Disclosures

[Name], [attorney for Petitioner/attorney for Respondent/Petitioner/Respondent], provides the attached initial disclosures required under rule 194.

The disclosures must be signed as required by [Tex. R. Civ. P. 191.3](#).

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [Petitioner/Respondent]

Required Initial Disclosures

1. The correct names of the parties to this lawsuit.

RESPONSE:

2. The names, addresses, and telephone numbers of any potential parties.

RESPONSE:

3. The legal theories and, in general, the factual bases of the claims or defenses of [Petitioner/Respondent].

RESPONSE:

4. The amount and any method of calculating economic damages claimed by [Petitioner/Respondent].

RESPONSE:

5. The names, addresses, and telephone numbers of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case.

RESPONSE:

6. A copy, or a description by category and location, of all documents, electronically stored information, and tangible things that [Petitioner/Respondent] has in [his/her] possession, custody, or control and may use to support [his/her] claims or defenses unless the use would be solely for impeachment.

RESPONSE:

7. The originals or copies of any indemnity and insuring agreements described in rule 192.3(f) of the Texas Rules of Civil Procedure. Rule 192.3(f) provides in part as follows:

Indemnity and Insuring Agreements. Except as otherwise provided by law, a party may obtain discovery of the existence and contents of any indemnity or insurance agreement under which any person may be liable to satisfy part or all of a judgment rendered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

RESPONSE:

8. The originals or copies of any settlement agreements described in rule 192.3(g) of the Texas Rules of Civil Procedure. Rule 192.3(g) provides in part as follows:

Settlement Agreements. A party may obtain discovery of the existence and contents of any relevant portions of a settlement agreement.

RESPONSE:

9. The originals or copies of any witness statements described in rule 192.3(h) of the Texas Rules of Civil Procedure. Rule 192.3(h) provides in part as follows:

Statements of Persons with Knowledge of Relevant Facts. A party may obtain discovery of the statement of any person with knowledge of relevant facts—a “witness statement”—regardless of when the statement was made. A witness statement is (1) a written statement signed or otherwise adopted or approved in writing by the person making it, or (2) a stenographic, mechanical, electrical, or other type of recording of a witness’s oral statement, or any substantially verbatim transcription of such a recording. Any person may obtain, upon written request, his or her own statement concerning the lawsuit, which is in the possession, custody or control of any party.

RESPONSE:

Include 10. and 11. in a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case.

10. The originals or copies of all medical records and bills that are reasonably related to the injuries or damages asserted or an authorization permitting the disclosure of such medical records and bills.

RESPONSE:

11. The originals or copies of all medical records and bills obtained by [Petitioner/Respondent] by virtue of an authorization furnished by [Respondent/Petitioner].

RESPONSE:

12. The name, address, and phone number of any person who may be designated as a responsible third party.

RESPONSE:

Include the following in a suit for divorce or annulment or to declare a marriage void. The date stated should reflect the period of the past two years or since the date of the marriage, whichever is less.

13. For the [past two years/period since [date of marriage]], all deed and lien information on any real property owned and all lease information on any real property leased.

RESPONSE:

14. For the [past two years/period since [date of marriage]], all statements for any pension plan, retirement plan, profit-sharing plan, employee benefit plan, and individual retirement plan.

RESPONSE:

15. For the [past two years/period since [date of marriage]], all statements or policies for each current life, casualty, liability, and health insurance policy.

RESPONSE:

16. For the [past two years/period since [date of marriage]], all statements pertaining to any account at a financial institution, including banks, savings and loan institutions, credit unions, and brokerage firms.

RESPONSE:

Include the following in a suit in which child or spousal support is at issue.

17. Information regarding all policies, statements, and the summary description of benefits for any medical and health insurance coverage that is or would be available for [[name[s] of child[ren]]/[Petitioner/Respondent]/[[name[s] of child[ren]] and [Petitioner/Respondent]]].

RESPONSE:

18. [Petitioner's/Respondent's] income tax returns for the previous two years or, if no return has been filed, [Petitioner's/Respondent's] Form W-2, Form 1099, and Schedule K-1 for those years.

RESPONSE:

19. [Petitioner's/Respondent's] two most recent payroll check stubs.

RESPONSE:

Form 5-19

This form is for use only in cases filed on or after January 1, 2021. Amendments to the Texas Rules of Civil Procedure effective for cases filed on or after that date eliminate the previously applicable procedure involving a request for disclosure and provide that certain required disclosures, including information about testifying experts, must be made without waiting for a request. See [Tex. R. Civ. P. 194, 195.5](#). For a response to a request for disclosure in a case filed before January 1, 2021, see form 5-22.

For required initial disclosures, see form 5-18. For required pretrial disclosures, see form 5-20.

No objections or assertions of work product are allowed to a rule 194 disclosure. [Tex. R. Civ. P. 194.5](#). However, a party may assert any applicable privileges other than work product.

Include the following notice if a minor is named in the caption or if the response contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Petitioner/Respondent]’s Required Testifying Expert Disclosures

[Name], [attorney for Petitioner/attorney for Respondent/Petitioner/Respondent], provides the attached testifying expert disclosures required under rules 194 and 195.

The disclosures must be signed as required by [Tex. R. Civ. P. 191.3](#).

[Name]

Attorney for [Petitioner/Respondent]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [Petitioner/Respondent]

Required Testifying Expert Disclosures

1. The name, address, and telephone number of each testifying expert.

RESPONSE:

2. The subject matter on which each testifying expert will testify.

RESPONSE:

3. The general substance of each testifying expert's mental impressions and opinions and a brief summary of the basis for them or, if the expert is not retained by, employed by, or otherwise subject to the control of [Petitioner/Respondent], documents reflecting such information.

RESPONSE:

4. For each testifying expert retained by, employed by, or otherwise subject to the control of [Petitioner/Respondent], all documents, tangible things, reports, models, or data

compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony.

RESPONSE:

5. For each testifying expert retained by, employed by, or otherwise subject to the control of [Petitioner/Respondent], the expert's current resume and bibliography.

RESPONSE:

6. For each testifying expert retained by, employed by, or otherwise subject to the control of [Petitioner/Respondent], the expert's qualifications, including a list of all publications authored in the previous ten years.

RESPONSE:

7. For each testifying expert retained by, employed by, or otherwise subject to the control of [Petitioner/Respondent], other than an expert who is the attorney of [Petitioner/Respondent] who is testifying to attorney's fees, a list of all other cases in which, during the previous four years, the expert testified as an expert at trial or by deposition.

RESPONSE:

8. For each testifying expert retained by, employed by, or otherwise subject to the control of [Petitioner/Respondent], a statement of the compensation to be paid for the expert's study and testimony in the case.

RESPONSE:

Form 5-20

This form is for use only in cases filed on or after January 1, 2021. For cases filed on or after that date, certain required pretrial disclosures about the evidence a party may present at trial, other than solely for impeachment, must be made without waiting for a request. *See* [Tex. R. Civ. P. 194.4](#).

For required initial disclosures, see form [5-18](#). For required testifying expert disclosures, see form [5-19](#).

No objections or assertions of work product are allowed to a rule 194 disclosure. [Tex. R. Civ. P. 194.5](#). However, a party may assert any applicable privileges other than work product.

Include the following notice if a minor is named in the caption or if the response contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Petitioner/Respondent]’s Required Pretrial Disclosures

[Name], [attorney for Petitioner/attorney for Respondent/Petitioner/Respondent], provides the attached pretrial disclosures required under rule 194.

The disclosures must be signed as required by [Tex. R. Civ. P. 191.3](#).

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [Petitioner/Respondent]

Required Pretrial Disclosures

1. The name and, if not previously provided, the address and telephone number of each witness [Petitioner/Respondent] expects to present at trial.

RESPONSE:

2. The name and, if not previously provided, the address and telephone number of each witness [Petitioner/Respondent] may call at trial if the need arises.

RESPONSE:

3. Each document or other exhibit, including summaries of other evidence, [Petitioner/Respondent] expects to offer at trial.

RESPONSE:

4. Each document or other exhibit, including summaries of other evidence, [Petitioner/Respondent] may offer at trial if the need arises.

RESPONSE:

Form 5-21

This form is for use only in cases filed before January 1, 2021. Amendments to the Texas Rules of Civil Procedure effective for cases filed on or after that date eliminate the request for disclosure and provide instead for required disclosure, without request, of an expanded list of items of discovery. For required disclosures for cases filed on or after January 1, 2021, see forms 5-18 through 5-20.

The request for disclosure may identify the information or material requested merely by reference to rule 194.2 or the specific subdivision of rule 194.2 in which the item is described. [Tex. R. Civ. P. 194.1](#). The following form incorporates the full description of the categories in the rule, however, so that neither party's attorney need spend further time and expense explaining to the client what information or material is being requested, and so that a pro se receiving party can readily understand how to respond to the request.

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Petitioner/Respondent]'s Rule 194 Requests for Disclosure

To: **[name]**, by and through **[his/her]** attorney of record, **[name and address of attorney]**.

Pursuant to rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose, within **[thirty/fifty]** days after service of this request, the information or material described in rule 194 as set forth in the attached request. The originals or copies of documents and other tangible items requested must be produced for inspection and copying at **[address]** within **[thirty/fifty]** days after service of this request, together with a written response. Each written response must be preceded by the request to which it applies. No objection or assertion of work product privilege is permitted to a request under this rule. If you fail to comply with this request, the court may order sanctions against you in accordance with the Texas Rules of Civil Procedure. Your response must be signed.

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [Petitioner/Respondent]

Select only as applicable.

Rule 194 Request

1. State the correct names of the parties to the lawsuit.
2. State the names, addresses, and telephone numbers of any potential parties.
3. State the legal theories and, in general, the factual bases of the claims or defenses of [name of responding party].

4. State the amount and any method of calculating economic damages.
5. State the names, addresses, and telephone numbers of persons having knowledge of relevant facts, and give a brief statement of each identified person's connection with the case.
6. For any testifying expert—
 - a. state the expert's name, address, and telephone number;
 - b. state the subject matter on which the expert will testify;
 - c. state the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them or, if the expert is not retained by, employed by, or otherwise subject to the control of [**name of responding party**], documents reflecting such information;
 - d. if an expert is retained by, employed by, or otherwise subject to the control of [**name of responding party**], produce the originals or copies of the following:
 - i. all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
 - ii. the expert's current resume and bibliography.
7. Produce the originals or copies of any indemnity and insuring agreements described in rule 192.3(f) of the Texas Rules of Civil Procedure. Rule 192.3(f) provides in part as follows:

Indemnity and Insuring Agreements. Except as otherwise provided by law, a party may obtain discovery of the existence and contents of any indemnity or

insurance agreement under which any person may be liable to satisfy part or all of a judgment rendered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

8. Produce the originals or copies of any settlement agreements described in rule 192.3(g) of the Texas Rules of Civil Procedure. Rule 192.3(g) provides in part as follows:

Settlement Agreements. A party may obtain discovery of the existence and contents of any relevant portions of a settlement agreement.

9. Produce the originals or copies of any witness statements described in rule 192.3(h) of the Texas Rules of Civil Procedure. Rule 192.3(h) provides in part as follows:

Statements of Persons with Knowledge of Relevant Facts. A party may obtain discovery of the statement of any person with knowledge of relevant facts—a “witness statement”—regardless of when the statement was made. A witness statement is (1) a written statement signed or otherwise adopted or approved in writing by the person making it, or (2) a stenographic, mechanical, electrical, or other type of recording of a witness’s oral statement, or any substantially verbatim transcription of such a recording. Any person may obtain, upon written request, his or her own statement concerning the lawsuit, which is in the possession, custody or control of any party.

Include 10. and/or 11. only in a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case.

10. Produce the originals or copies of all medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills.

11. Produce the originals or copies of all medical records and bills obtained by [**name of responding party**] by virtue of an authorization furnished by [**name of requesting party**].

Include item 12. only in a level 1 case.

12. Produce all documents, electronic information, and tangible items that you have in your possession, custody, or control and may use to support any claim or defense.

Form 5-22

This form is for use only in cases filed before January 1, 2021. Amendments to the Texas Rules of Civil Procedure effective for cases filed on or after that date eliminate the request for disclosure and provide instead for required disclosure, without request, of an expanded list of items of discovery. For required disclosures for cases filed on or after January 1, 2021, see forms 5-18 through 5-20.

No objections or assertions of work product are allowed to a rule 194 request for disclosure. [Tex. R. Civ. P. 194.5](#). However, a party may assert any applicable privileges other than work product, e.g., a protective order to prevent the person's residence from being revealed if harm could result.

Include the following notice if a minor is named in the caption or if the response contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Petitioner/Respondent]'s Response to Rule 194 Requests for Disclosure

[Name], [attorney for Petitioner/attorney for Respondent/Petitioner/Respondent], provides the attached response to the rule 194 requests for disclosure.

The response must be signed as required by [Tex. R. Civ. P. 191.3](#).

[Name]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Form 5-23

Requests for production and inspection to parties are the subject of [Tex. R. Civ. P. 196](#).

For a notice that documents will be used at trial pursuant to [Tex. R. Civ. P. 193.7](#), see form [5-36](#).

Include the following notice if a minor is named in the caption or if the request contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Petitioner/Respondent]’s Request for Production and Inspection
[to Party]

To: **[name]**, by and through [his/her] attorney of record, **[name and address of attorney]**.

[Name], [Petitioner/Respondent], requests that [Respondent/Petitioner], **[name]**, produce for inspection and copying the items described below, at the time and place set out below.

Definitions

“[Respondent/Petitioner],” “you,” and “your” refer to and are intended to include **[name]**, your employees, and your agents, either individually or as a representative of any corporation, association, or partnership, as the case may be, as well as any testifying expert witnesses retained by you or retained on your behalf relating to this litigation and any consulting experts whose work product has been reviewed by, relates to, or forms the basis, either in whole or in part, of the mental impressions and opinions of any testifying experts.

“Person” includes and is intended to mean any natural person or the representative of any entity or entities, as defined below.

“Entity” or “entities” includes and is intended to mean any nonpublicly traded—

- a. corporation;
- b. company;
- c. limited liability company;
- d. firm;
- e. association;
- f. trust;
- g. business trust;
- h. partnership;
- i. limited partnership;
- j. family limited partnership;
- k. limited liability partnership;
- l. joint venture;
- m. proprietorship; or
- n. other form of business entity.

“Relates to” means in whole or in part constitutes, contains, concerns, embodies, relates, analyzes, identifies, states, refers to, deals with, or in any way pertains to.

“Item” or “document” includes each tangible thing, recording, or reproduction of any visual or auditory information, however made, whether handwritten, typewritten, printed, or

digital, even if kept in only an electronic format, including papers; books; accounts; diaries; notes; memoranda; journals; calendars; letters and correspondence; e-mails; text messages; blogs; instant messages; postings, personal messages, tweets, and comments from any social media platform; logs; drawings; graphs; charts; photographs; electronic or videotape recordings; data; data compilations; and any drafts of the foregoing.

“Parties” means Petitioner or Respondent or both Petitioner and Respondent.

Instructions

All information responsive to this request that is not privileged and that is in your possession, custody, or control is to be produced.

“Possession, custody, or control” of an item means that the person either has physical possession of the item or has a right to possession of the item that is equal or superior to that of the person who has physical possession of the item.

If any of this information is available in electronic form, you must produce this information by providing [Petitioner/Respondent] with this information on either CD-ROM computer disks or USB flash drive (also variously known as a USB drive, USB stick, thumb drive, pen drive, jump drive, flash-disk, “memory stick,” or USB memory) in an accessible format. In the alternative, you may produce these electronic documents by e-mail or a file-hosting service (for example, Dropbox).

Time Period

The discovery requested is for documents prepared, received, or generated since [date] unless otherwise provided in this request. All requested documents, whenever actually prepared or generated, that relate to this period are to be produced.

Documents to Be Produced

All items set forth in Exhibit A are to be produced electronically or made available for inspection, examination, and copying within [thirty/fifty] days following service of this request at [state reasonable time and place for production]. You must either produce documents and tangible things as they are kept in the ordinary course of business or organize and label them to correspond with the categories in this request. If you have produced any of the items set forth in Exhibit A in response to another request for production and inspection, in response to a request for disclosure pursuant to rule 194 of the Texas Rules of Civil Procedure, or as a required disclosure pursuant to rule 194, please refer by Bates number to each document that would be responsive to each such request in Exhibit A.

Amendment or Supplementation of Response

If you learn that your response to this request was incomplete or incorrect when made or that, although it was complete and correct when made, it is no longer complete and correct, you must amend or supplement the response—

1. to the extent that the request seeks the identification of persons with knowledge of relevant facts, trial witnesses, or expert witnesses and
2. to the extent that the request seeks other information, unless the additional or corrective information has been made known to the other parties in writing, on the record at a deposition, or through other discovery responses.

You must make amended or supplemental responses reasonably promptly after you discover the necessity for such a response. Any amended or supplemental response should be provided in the same format as previously produced.

Content of Response

With respect to each item or category of items, you must state objections and assert privileges as required by the Texas Rules of Civil Procedure and state, as appropriate, that—

1. production, inspection, or other requested action will be permitted as requested;
2. the requested items are being served on [Petitioner/Respondent] with the response;
3. production, inspection, or other requested action will take place at a specified time and place, if you are objecting to the time and place of production; or
4. no items have been identified—after a diligent search—that are responsive to the request.

Include the following if applicable. See form [5-32](#) for the authorization to disclose protected health information.

HIPAA Release for Personal Health Information

HIPAA releases are provided for your signature for any requests that include personal health information. Please sign a release authorizing disclosure to **[attorney or firm]**, **[client name]**, and the **[designation]** Court of **[county]** County, Texas.

Continue with the following.

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [Petitioner/Respondent]

Exhibit A*General Documents*

1. All documents, including invoices and billing statements, evidencing the contractual relationships with attorneys not designated as experts, consulting experts on whom testifying experts rely, or investigators in connection with this case.

Include request 2. if parent-child relationship matters are at issue in the case.

2. All documents that relate to—

Include as applicable.

- a. conservatorship;
- b. possession and access;
- c. child support and medical and dental support for the child[ren];
- d. family violence;
- e. attorney's fees; or
- f. requests for permanent injunctions.

Include request 3. if the case involves marital dissolution.

3. All documents that relate to—

Include as applicable.

- a. division of property and liabilities, including claims for a disproportionate division of the community estate;
- b. value of each asset;

- c. amount of each liability;
- d. characterization of any property that you are claiming as your separate property and any liability that you are claiming is separate;
- e. attorney's fees;
- f. fault in the breakup of the marriage;
- g. family violence;
- h. tort claims; or
- i. requests for permanent injunctions.

Continue with those of the following requests that are applicable.

Income and Cash Flow

4. All documents that relate to federal or state income reporting or gift tax reporting since [date], including the following:

- a. tax returns with all schedules and amendments, including all schedules and amendments and accountant work papers that are not required to be attached to the applicable tax return but were used in its preparation, whether personal or for any entity in which either party owns or claims, or has owned or claimed, any interest;
- b. W-2 forms;
- c. 1099 forms; and
- d. K-1 forms.

5. All Social Security Earnings Record forms (Form SSA-7005), Personal Earnings Benefit Estimate Statement forms (PEBES), payroll statements and pay stubs, and other income- and revenue-reporting forms that evidence the parties' income since [date].

6. All documents that relate to benefits from an employer apart from salary that you have received or have been eligible to receive since [date], including the following:

- a. payment of personal expenses;
- b. payment of housing expenses;
- c. vacation pay;
- d. payment of medical, hospitalization, or dental insurance, life insurance, annuities, and disability insurance policies;
- e. payment of automobile expenses (including note payment, gasoline, repairs, maintenance, insurance, and mileage compensation);
- f. payment of travel allowances;
- g. country club or other memberships;
- h. use of company airplanes, homes, boats, or cars;
- i. interest-free or low-interest loans;
- j. payment of legal fees;
- k. accounting or bookkeeping services; and
- l. payment for items used by you personally.

7. All documents that relate to your employment compensation, including contracts, overtime compensation, bonuses, deferred compensation, and severance pay that you have received or have been eligible to receive since [date].

8. All periodic statements that relate to financial accounts on deposit with banks, brokerage firms, or other financial institutions.

This request applies to all accounts since [date] whether held in your name or your name jointly with any other person. This request also applies to any account from which you have the right to make withdrawals.

Assets and Liabilities

9. All documents that relate to the current value of the parties' property described in your answers to interrogatories and in your inventory and appraisal in this suit, whether the property is in your possession, your spouse's possession, or the possession of another person or entity.

10. All documents that relate to the parties' debts since [date], including the following:

- a. credit card statements;
- b. loan applications;
- c. credit applications;
- d. lease applications;
- e. promissory notes;
- f. guaranty agreements;

- g. lease agreements;
- h. lines of credit;
- i. security agreements;
- j. credit reports; and
- k. other obligations and contractual agreements in the name of the parties or to which the parties are signatories.

11. All documents that relate to certificates of deposit or government bonds, or certificates of safekeeping representing the certificates of deposit or government bonds, in which the parties now claim or have claimed an interest since **[date]**.

12. All documents that relate to non–employer-provided individual retirement accounts, stocks (restricted and unrestricted), bonds, options, warrants, mutual funds, commodities, or other securities in which the parties now claim or have claimed an interest since **[date]**.

13. All documents that relate to your present or former employer-provided stock options, phantom stock, or retirement, pension, profit-sharing, employee stock ownership, restricted stock, savings, stock appreciation, deferred compensation, or Keogh plans in which the parties claim an interest [**include if applicable:** , including all documents available from the plan administrators of the plans in your name relating to the preparation and submission of a qualified or nonqualified domestic relations order to each plan administrator and, if a domestic relations order is not necessary, all documents necessary to transfer ownership of an interest in the stock options or plans to your spouse].

14. All statements that relate to health savings accounts, medical savings accounts, flexible benefit accounts, or flexible spending accounts in the name of a party.

15. All notes receivable, accounts receivable, mortgages, and other evidence or information that relate to debts due, lawsuits, claims of any kind (for example, property damage, personal injury, economic claims), or other contingent assets in which you own or claim, or have owned or claimed, any interest, whether payable to you, your spouse, or your child[ren] individually or otherwise since [date].

16. All documents that relate to safe-deposit boxes maintained by the parties or on their behalf, including records of entry since [date].

17. All deeds, deeds of trust, notes, and closing statements that relate to real property, including oil, gas, or other mineral interests, in which the parties now claim or have claimed an interest since [date].

18. All certificates of title for motor vehicles, boats, recreational vehicles, aircraft, or watercraft in which the parties claim an interest.

19. All policies of insurance, whether life, health, automobile, disability, casualty, homeowners, personal articles, or otherwise, in which the parties claim insurance protection.

20. All articles of incorporation or organization, partnership agreements, and joint venture agreements of entities in which the parties now claim or have claimed any legal or equitable interest since [date].

21. For each entity owned or claimed by either party, all documents since [date] related to the following:

- a. credit card statements;
- b. loan applications;
- c. credit applications;

- d. lease applications;
- e. promissory notes;
- f. guaranty agreements;
- g. lease agreements;
- h. lines of credit;
- i. security agreements;
- j. credit reports; and
- k. other obligations and contractual agreements in the name of the entity or to which the entity is a signatory.

22. All financial statements regarding the parties and prepared by or on behalf of the parties since **[date]**.

23. All financial statements, profit and loss statements, balance sheets, income and expense statements, operating statements, and general ledgers prepared by or on behalf of the following entities and regarding those entities since **[date]**: **[list entities]**.

The information in this request should be produced in its native digital or electronic format (for example, Quickbooks) if available.

24. All documents that relate to funds, property, or accounts held by you for the benefit of another, including 529 plans and custodial accounts held for the benefit of a minor under the Texas Uniform Transfers to Minors Act since **[date]**.

25. All documents that relate to funds, property, or accounts held by another for your benefit since **[date]**.

26. All documents that relate to ownership or membership by a party in clubs, associations, frequent flyer or other mileage programs, hotel clubs, rewards programs (for example, grocery, drug store, retail, restaurant, gambling, and credit card), or other organizations, including documents reflecting the value of those interests.

27. All documents that relate to intellectual property or other intangible property, including patents, trademarks, copyrights, artistic works in progress, domain names, licensing agreements, trade secrets, non-mineral interest royalties, and licensing fees, in which a party now owns or has owned an interest since [date].

28. All documents that relate to lottery tickets or other games of chance owned or purchased by you since [date].

29. All documents that relate to transactions regarding the purchase, mining, sale, or transfer of encrypted digital currency.

Reimbursement and Reconstitution

30. All documents that relate to reimbursement due from a marital estate (that is, your separate estate, your spouse's separate estate, or the community estate) to another marital estate [include if applicable: , including offsetting benefits].

31. All documents that support claims by you for reconstitution of the community estate.

Parent-Child/Marital Relationship

32. All correspondence and other documents, including enrollment, attendance, and grade records, as well as progress reports, evaluations, and standardized test scores, that relate to the child[ren] the subject of this suit from camps, schools, or day-care facilities in which the child[ren] [has/have] been enrolled since [date].

33. All documents evidencing gifts or things of value in excess of \$[amount] [include if applicable: in the aggregate] you gave or provided since [date] to any entity or person [include if applicable: to whom you are not related by blood or marriage].

34. All residence [include if applicable: , business,] and wireless telephone records of the parties since [date].

35. All records [include if applicable: , including invoices,] that relate to medical, psychological, or psychiatric treatments, consultations, or diagnoses of the [parties/child[ren]/ parties and child[ren]], including prescriptions, since [date].

36. All court orders requiring you to pay or entitling you to receive spousal maintenance, alimony, or child support.

37. All documents that relate to the parties' involvement with assisted reproduction, including contracts between the parties and assisted reproduction clinics, fertility specialists, or cryopreservation banks.

38. All documents that relate to benefits the child[ren] [is/are] entitled to receive or [has/have] received as a result of disability claims you have filed with the Social Security Administration or any other entity.

39. All documents that relate to Social Security benefits the child[ren] [is/are] entitled to receive or [has/have] received as a result of a claim you have filed with the Social Security Administration for Social Security old age benefits.

40. All passports that have been issued and passport applications that have been submitted on behalf of the child[ren] since [date].

Spousal Maintenance

41. All documents that relate to a claim for spousal maintenance.

Form 5-24

For a response to a notice that documents will be used at trial pursuant to [Tex. R. Civ. P. 193.7](#), see form [5-37](#).

Include the following notice if a minor is named in the caption or if the response contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Response to Request for Production and Inspection

[**Name**], [Respondent/Petitioner], serves the following Response to the Request for Production and Inspection:

Conditions to Response

1. [Respondent/Petitioner]’s responses are based on [his/her] present knowledge after a reasonable investigation and on [his/her] interpretation and construction of the request.
2. [Respondent/Petitioner] reserves the right to redact any portions of otherwise responsive and nonprivileged documents that contain irrelevant, nonresponsive, or privileged information.
3. [Respondent/Petitioner] will supplement responses when, if, and as required by the Texas Rules of Civil Procedure.
4. Any response that [Respondent/Petitioner] will produce certain documents is not a representation that such documents exist but, rather, an undertaking to produce them if and to the extent that they exist and are in [Respondent/Petitioner]’s possession, custody, or control.

Request No. 1: [State other party's request for production.]

Response No. 1:

Include objection[s] if applicable.

[Respondent/Petitioner] objects to this request for production for the following reason(s):
[state specific objection].

The following are possible objections that may be used if applicable.

Objection is made to the production request to the extent the proposed discovery is not relevant to the subject matter of the suit and will not lead to the discovery of admissible evidence. [Tex. R. Civ. P. 192.3\(a\)](#). The proposed discovery goes beyond the subject matter[s] of the case and reasonable expectations of obtaining information that will aid resolution of the dispute. [Tex. R. Civ. P. 192](#) cmt. 1.

Objection is made to the production request to the extent the request would require the responding party to create a document not in existence. A party is not required to produce a document or tangible thing unless it is within the person's possession, custody, or control. A document that does not exist is not within a party's "possession, custody, or control." The only exception to the rule involves the factual observations, tests, or supporting data of a testifying expert. *In re Colonial Pipeline Co.*, 968 S.W.2d 938, 942 (Tex. 1998); *see also* [Tex. R. Civ. P. 192.3\(b\)](#).

Objection is made to the production request to the extent that it seeks the identity, mental impressions, opinions, and/or documents or tangible things containing such information of consulting experts either informally consulted or specially retained in anticipation of litigation or preparation for trial that were not reviewed by a testifying expert witness. [Tex. R. Civ. P. 192.3\(e\)](#).

Objection is made to the production request to the extent that the discovery sought is unreasonably cumulative or duplicative. [Tex. R. Civ. P. 192.4\(a\)](#).

Objection is made to the production request to the extent the discovery sought is obtainable from some other source that is more convenient, less burdensome, or less expensive. [Tex. R. Civ. P. 192.4\(a\)](#).

Objection is made to the production request to the extent the burden or expense of the proposed discovery outweighs its likely benefit, taking into account the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving the issues. [Tex. R. Civ. P. 192.4\(b\)](#).

Objection is made to the production request to the extent it subjects [Respondent/Petitioner] to undue burden, unnecessary expense, harassment, or annoyance. [Tex. R. Civ. P. 192.6\(b\)](#).

Objection is made to the production request to the extent it subjects [Respondent/Petitioner] to an invasion of personal, constitutional, or property rights. [Tex. R. Civ. P. 192.6\(b\)](#).

Objection is made to the production request because it is overly broad and is not in compliance with rule 196.1(b), which requires the request to specify the items to be produced or inspected, either by individual item or category, and describe with reasonable particularity each item and category. *See also* [Tex. R. Civ. P. 193](#) cmt. 2.

Objection is made to the production request because it was served on [Respondent/Petitioner] later than thirty days before the end of the discovery period. [Tex. R. Civ. P. 196.1\(a\)](#).

Objection is made to the request for production of data or information that exists in electronic or magnetic form because [Petitioner/Respondent] failed to specify the form in which [Petitioner/Respondent] wants it produced. [Tex. R. Civ. P. 196.4](#).

Objection is made to the request for production of data or information that exists in electronic or magnetic form because [Respondent/Petitioner] cannot—through reasonable efforts—retrieve the data or information requested. [Tex. R. Civ. P. 196.4](#).

Objection is made to the request for production of data or information that exists in electronic or magnetic form because [Respondent/Petitioner] cannot—through reasonable efforts—produce the data requested in the form requested. [Tex. R. Civ. P. 196.4](#).

Check applicable response.

- ☐ Production, inspection, or other requested action will be permitted as requested [**include if applicable:** subject to and without waiving the objection[s] stated above in this response].
- ☐ [Respondent/Petitioner] objects to the time and place of production set forth in the request for production. [**Include if applicable:** Subject to and without waiving the objection[s] stated above in this response,] [Respondent/Petitioner] will produce the requested documents and make them available for inspection and copying at [**address**] [on reasonable notice/on [**date**] [at [**time**]/between the hours of [**time**] and [**time**]]].
- ☐ [**Include if applicable:** Subject to and without waiving the objection[s] stated above in this response,] [The/the] requested items are being served on the requesting party with the response.
- ☐ No items have been identified—after a diligent search—that are responsive to the request.

Continue with the following if applicable.

- ☐ Information or material responsive to the request has been withheld. [Respondent/
Petitioner] asserts the following privilege(s):

The following are possible privileges that may be used if applicable.

Work-product privilege

Spousal privilege

Privilege for communications to members of the clergy

Trade secret privilege

Physician-patient privilege

Mental health information privilege

Peer review committee privileges (Texas Occupations Code § 160.007(e))

Hospital committee privilege (Texas Health & Safety Code § 161.032)

Blood donor privilege (Texas Health & Safety Code § 162.010(e))

Privilege against self-incrimination

Disclosure of a membership list

Health and safety audit privilege

Assertions of privilege may be contained in the response or in a separate document. [Tex. R. Civ. P. 193.3\(a\)](#).

Continue with next response to request for production. Repeat as needed.

[Name]
Attorney for [Respondent/Petitioner]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [Respondent/Petitioner]

Form 5-25

This notice may be used, with a subpoena duces tecum, to obtain production of documents and tangible things from a nonparty without a deposition, in accordance with [Tex. R. Civ. P. 205.3](#). The notice must be served on the nonparty and all parties at least ten days before the subpoena is served. [Tex. R. Civ. P. 205.2](#). The notice must be filed with the court. [Tex. R. Civ. P. 191.4\(b\)\(1\)](#). A form for the subpoena appears at form [5-94](#).

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**[Petitioner/Respondent]’s Notice for Production or Inspection of
Documents and Other Tangible Things**
[to Nonparty]

To: **[name]**, by and through [his/her] attorney of record, **[name and address of attorney]**.

Under rule 205.3 of the Texas Rules of Civil Procedure, you are notified that a subpoena duces tecum will be issued no less than ten days from the date this notice is served. This subpoena will require you to produce and permit inspection and copying of the following documents or tangible things: **[specify]**.

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [Petitioner/Respondent]

Form 5-26

Review [Tex. Fin. Code § 59.006](#) before requesting bank records, particularly by a global request, to ensure that the client can afford and is willing to pay the bank's attorney's fees and costs. Discovery from nonparties is governed by the requirements of [Tex. R. Civ. P. 205](#).

Suggested Language for Production of Bank Records

Select only as applicable.

1. The credit file, loan file, and copies or originals of all promissory notes, guaranty agreements, or other obligations and all financial statements, profit-and-loss statements, balance sheets, income and expense statements, and operating statements submitted or executed by **[name]** or any of the following entities: **[names of partnerships, corporations, and other entities in which the party has an interest]**.
2. All signature cards, deposit-box rental agreements, deposit-box entry records, and records of assets in safekeeping in the name of **[name]** or on which **[name]** had or has signatory authority for the period from **[date]** to the date of production of the records.
3. All contractual agreements between **[name of bank]** and **[name]**, including lines of credit and security agreements for the period from **[date]** to the date of production of the records.
4. All bank statements, deposit records, withdrawal records, transfer records, and canceled checks for all checking accounts, savings accounts, certificates of deposit, and all other types of accounts maintained in the name of **[name]** or on which **[name]** had or has the right to draw for the period from **[date]** to the date of production of the records, including the following:
 - a. Account number **[number]** in the name of **[name of account]**.

b. [Continue with identification of other records.]

5. All records maintained for the benefit of [name] in the Trust Department.

Instruction

If any records requested herein are exclusively maintained in electronic or magnetic form, produce those records in the following form: [specify].

Form 5-27

Discovery from nonparties is governed by the requirements of [Tex. R. Civ. P. 205](#).

Suggested Language for Production of School Records

All records pertaining to [name[s] of child[ren]], including the following:

1. Attendance records
2. Report cards
3. Progress reports
4. Evaluations
5. Standardized test scores
6. Behavioral reports or disciplinary actions taken
7. Teachers' comments or recommendations
8. Notations from parent-teacher conferences
9. Telephone records or other notations between a parent and the school, including dates of the calls and contents
10. Counseling reports or counseling recommendations
11. Authorizations on file on persons who may pick up the child[ren] at school
12. Written letters from a parent to the school as to specific instructions or restrictions concerning the child[ren], release of information concerning the child[ren], or notification of activities or conferences

13. School health records and school nurses' notes
14. Designations of persons to be contacted in an emergency
15. Records of admission, review, and dismissal (ARD)

Form 5-28

Discovery from nonparties is governed by the requirements of [Tex. R. Civ. P. 205](#).

Suggested Language for Production of Employment Records

Select only as applicable.

1. The complete personnel file maintained for **[name]** for the entire period of employment.
2. The original employment contract or agreement for **[name]**.
3. The payroll records showing the gross pay, including commissions, deferred bonus, and severance pay, withholding deductions, and net pay for all compensation paid to **[name]** for the period from **[date]** to the date of production of the records.
4. The expense-account records showing the nature and amount of all expenses reimbursed to **[name]** under the terms of employment for the period from **[date]** to the date of production of the records.
5. The original or official ERISA wrap document, summary plan description, and current rate sheets for all health and welfare benefits, including the health insurance plan, medical reimbursement plan, life insurance plan, and disability plan in which **[name]** participates or is eligible to participate.
6. The summary plan description or, if none, the plan documents for each employee stock ownership plan, stock option plan, phantom stock plan, stock appreciation plan, restricted stock plan, deferred compensation plan, employee retirement plan, pension plan, profit-sharing plan, savings plan, defined contribution plan, defined benefit plan, qualified

plan, nonqualified plan, or other employee benefit plan in which **[name]** participates currently or has participated in the past.

7. For all employee and retirement benefit plans in which **[name]** participates or has participated: (a) the full plan name; (b) any loan, withdrawal, or distribution information; (c) quarterly or annual statements; (d) dates of participation; and (e) stock award or grant letters for the period from **[date]** to the date of production of the records. For all defined benefit plans, please include a current age sixty-five benefit estimate assuming that **[name]** terminates employment on **[anticipated date of mediation or divorce or date the request is made]**.

8. Any documents and information pertaining to all bonus plans in which **[name]** participates, including how the amount of the bonus is determined, the form in which the bonus is paid, when the bonus is typically paid, and the amounts and dates of any bonuses received for the period from **[date]** to the date of production of the records.

9. The travel records showing the date and place of destination and duration of all periods of travel of **[name]** for the period from **[date]** to the date of production of the records.

Form 5-29

Discovery from nonparties is governed by the requirements of [Tex. R. Civ. P. 205](#).

Suggested Language to Secure Social Worker's Report

1. All documents, files, field notes, photographs, recordings, and tangible records that may have been obtained or created by the investigator during the investigation of any party, child[ren], or witness involved in this suit.
2. **[Continue as applicable.]**

Form 5-30

The form of this affidavit is addressed in rule 902(10) of the Texas Rules of Evidence. The business records and the affidavit must be served on each other party to the case at least fourteen days before the trial begins. [Tex. R. Evid. 902\(10\)\(A\)](#). See the practice notes at section [8.58](#) concerning affidavits generally.

An unsworn declaration may be used in place of an affidavit. See section [8.58](#). For a declaration for business records, see form [5-31](#).

Include the following notice if a minor is named in the caption or if the affidavit contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit for Business Records

[Name] appeared before me today and stated under oath:

“My name is **[name]**. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“1. I am [the custodian of records/an [employee/owner]] of **[name]** and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities.

“2. Attached are **[number]** pages of records. These are the original records or exact duplicates of the original records.

“3. [The records were made at or near the time of each act, event, condition, opinion, or diagnosis set forth./It is the regular practice of [name] to make this type of record at or near the time of each act, event, condition, opinion, or diagnosis set forth in the record.]

“4. [The records were made by, or from information transmitted by, persons with knowledge of the matters set forth./It is the regular practice of [name] for this type of record to be made by, or from information transmitted by, persons with knowledge of the matters set forth in them.]

“5. [The records were kept in the course of regularly conducted business activity./It is the regular practice of [name] to keep this type of record in the course of regularly conducted business activity.]

“6. It is the regular practice of the business activity to make the records.”

[Name], Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 5-31

The form of an affidavit for business records is addressed in rule 902(10) of the Texas Rules of Evidence. An unsworn declaration may be used in lieu of that affidavit. See section 8.58 of the practice notes. The business records and the declaration must be served on each other party to the case at least fourteen days before the trial begins. See [Tex. R. Evid. 902\(10\)\(A\)](#). For an affidavit for business records, see form [5-30](#).

Include the following notice if a minor is named in the caption or if the declaration contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Declaration for Business Records

My name is **[name]**. I am above the age of eighteen years, and I am fully competent to make this declaration. The facts stated in this declaration are within my personal knowledge and are true and correct.

1. I am [the custodian of records/an [employee/owner]] of **[name]** and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities.
2. Attached are **[number]** pages of records. These are the original records or exact duplicates of the original records.
3. [The records were made at or near the time of each act, event, condition, opinion, or diagnosis set forth./It is the regular practice of **[name]** to make this type of record at or near the time of each act, event, condition, opinion, or diagnosis set forth in the record.]

4. [The records were made by, or from information transmitted by, persons with knowledge of the matters set forth./It is the regular practice of **[name]** for this type of record to be made by, or from information transmitted by, persons with knowledge of the matters set forth in them.]

5. [The records were kept in the course of regularly conducted business activity./It is the regular practice of **[name]** to keep this type of record in the course of regularly conducted business activity.]

6. It is the regular practice of the business activity to make the records.

My name is **[name]**, my date of birth is **[date]**, and my address is **[address, city, state, zip code, country]**. I declare under penalty of perjury that the foregoing is true and correct.

Executed in **[county]** County, **[state]**, on_____.

[Name], Declarant

Form 5-32



AUTHORIZATION TO DISCLOSE PROTECTED HEALTH INFORMATION

Developed for Texas Health & Safety Code § 181.154(d)
effective June 2013

Please read this entire form before signing and complete all the sections that apply to your decisions relating to the disclosure of protected health information. Covered entities as that term is defined by HIPAA and Texas Health & Safety Code § 181.001 must obtain a signed authorization from the individual or the individual's legally authorized representative to electronically disclose that individual's protected health information. Authorization is not required for disclosures related to treatment, payment, health care operations, performing certain insurance functions, or as may be otherwise authorized by law. **Covered entities may use this form or any other form that complies with HIPAA, the Texas Medical Privacy Act, and other applicable laws.** Individuals cannot be denied treatment based on a failure to sign this authorization form, and a refusal to sign this form will not affect the payment, enrollment, or eligibility for benefits.

NAME OF PATIENT OR INDIVIDUAL

Last _____ First _____ Middle _____

OTHER NAME(S) USED _____

DATE OF BIRTH Month _____ Day _____ Year _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (____) _____ ALT. PHONE (____) _____

EMAIL ADDRESS (Optional): _____

I AUTHORIZE THE FOLLOWING TO DISCLOSE THE INDIVIDUAL'S PROTECTED HEALTH INFORMATION:

Person/Organization Name _____
Address _____
City _____ State _____ Zip Code _____
Phone (____) _____ Fax (____) _____

WHO CAN RECEIVE AND USE THE HEALTH INFORMATION?

Person/Organization Name _____
Address _____
City _____ State _____ Zip Code _____
Phone (____) _____ Fax (____) _____

REASON FOR DISCLOSURE
(Choose only one option below)

- ☐ Treatment/Continuing Medical Care
☐ Personal Use
☐ Billing or Claims
☐ Insurance
☐ Legal Purposes
☐ Disability Determination
☐ School
☐ Employment
☐ Other _____

WHAT INFORMATION CAN BE DISCLOSED? Complete the following by indicating those items that you want disclosed. The signature of a minor patient is required for the release of some of these items. If all health information is to be released, then check only the first box.

☐ All health information	☐ History/Physical Exam	☐ Past/Present Medications	☐ Lab Results
☐ Physician's Orders	☐ Patient Allergies	☐ Operation Reports	☐ Consultation Reports
☐ Progress Notes	☐ Discharge Summary	☐ Diagnostic Test Reports	☐ EKG/Cardiology Reports
☐ Pathology Reports	☐ Billing Information	☐ Radiology Reports & Images	☐ Other _____

Your initials are required to release the following information:

_____ Mental Health Records (excluding psychotherapy notes) _____ Genetic Information (including Genetic Test Results)
_____ Drug, Alcohol, or Substance Abuse Records _____ HIV/AIDS Test Results/Treatment

EFFECTIVE TIME PERIOD. This authorization is valid until the earlier of the occurrence of the death of the individual; the individual reaching the age of majority; or permission is withdrawn; or the following specific date (optional): Month _____ Day _____ Year _____

RIGHT TO REVOKE: I understand that I can withdraw my permission at any time by giving written notice stating my intent to revoke this authorization to the person or organization named under "WHO CAN RECEIVE AND USE THE HEALTH INFORMATION." I understand that prior actions taken in reliance on this authorization by entities that had permission to access my health information will not be affected.

SIGNATURE AUTHORIZATION: I have read this form and agree to the uses and disclosures of the information as described. I understand that refusing to sign this form does not stop disclosure of health information that has occurred prior to revocation or that is otherwise permitted by law without my specific authorization or permission, including disclosures to covered entities as provided by Texas Health & Safety Code § 181.154(c) and/or 45 C.F.R. § 164.502(a)(1). I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and may no longer be protected by federal or state privacy laws.

SIGNATURE X _____

Signature of Individual or Individual's Legally Authorized Representative

DATE _____

Printed Name of Legally Authorized Representative (if applicable): _____

If representative, specify relationship to the individual: ☐ Parent of minor ☐ Guardian ☐ Other _____

A minor individual's signature is required for the release of certain types of information, including for example, the release of information related to certain types of reproductive care, sexually transmitted diseases, and drug, alcohol or substance abuse, and mental health treatment (See, e.g., Tex. Fam. Code § 32.003).

SIGNATURE X _____

Signature of Minor Individual

DATE _____

IMPORTANT INFORMATION ABOUT THE AUTHORIZATION TO DISCLOSE PROTECTED HEALTH INFORMATION

Developed for Texas Health & Safety Code § 181.154(d)
effective June 2013

The Attorney General of Texas has adopted a standard Authorization to Disclose Protected Health Information in accordance with Texas Health & Safety Code § 181.154(d). This form is intended for use in complying with the requirements of the Health Insurance Portability and Accountability Act and Privacy Standards (HIPAA) and the Texas Medical Privacy Act (Texas Health & Safety Code, Chapter 181). **Covered Entities may use this form or any other form that complies with HIPAA, the Texas Medical Privacy Act, and other applicable laws.**

Covered entities, as that term is defined by HIPAA and Texas Health & Safety Code § 181.001, must obtain a signed authorization from the individual or the individual's legally authorized representative to electronically disclose that individual's protected health information. Authorization is not required for disclosures related to treatment, payment, health care operations, performing certain insurance functions, or as may be otherwise authorized by law. (Tex. Health & Safety Code §§ 181.154(b),(c), § 241.153; 45 C.F.R. §§ 164.502(a)(1); 164.506, and 164.508).

The authorization provided by use of the form means that the organization, entity or person authorized can disclose, communicate, or send the named individual's protected health information to the organization, entity or person identified on the form, including through the use of any electronic means.

Definitions - In the form, the terms "treatment," "healthcare operations," "psychotherapy notes," and "protected health information" are as defined in HIPAA (45 CFR 164.501). "Legally authorized representative" as used in the form includes any person authorized to act on behalf of another individual. (Tex. Occ. Code § 151.002(6); Tex. Health & Safety Code §§ 166.164, 241.151; and Tex. Probate Code § 3(aa)).

Health Information to be Released - If "All Health Information" is selected for release, health information includes, but is not limited to, all records and other information regarding health history, treatment, hospitalization, tests, and outpatient care, and also educational records that may contain health information. As indicated on the form, specific authorization is required for the release of information about certain sensitive conditions, including:

- Mental health records (excluding "psychotherapy notes" as defined in HIPAA at 45 CFR 164.501).
- Drug, alcohol, or substance abuse records.
- Records or tests relating to HIV/AIDS.
- Genetic (inherited) diseases or tests (except as may be prohibited by 45 C.F.R. § 164.502).

Note on Release of Health Records - This form is not required for the permissible disclosure of an individual's protected health information to the individual or the individual's legally authorized representative. (45 C.F.R. §§ 164.502(a)(1)(i), 164.524; Tex. Health & Safety Code § 181.102). If requesting a copy of the individual's health records with this form, state and federal law allows such access, unless such access is determined by the physician or mental health provider to be harmful to the individual's physical, mental or emotional health. (Tex. Health & Safety Code §§ 181.102, 611.0045(b); Tex. Occ. Code § 159.006(a); 45 C.F.R. § 164.502(a)(1)). If a healthcare provider is specified in the "Who Can Receive and Use The Health Information" section of this form, then permission to receive protected health information also includes physicians, other health care providers (such as nurses and medical staff) who are involved in the individual's medical care at that entity's facility or that person's office, and health care providers who are covering or on call for the specified person or organization, and staff members or agents (such as business associates or qualified services organizations) who carry out activities and purposes permitted by law for that specified covered entity or person. If a covered entity other than a healthcare provider is specified, then permission to receive protected health information also includes that organization's staff or agents and subcontractors who carry out activities and purposes permitted by this form for that organization. Individuals may be entitled to restrict certain disclosures of protected health information related to services paid for in full by the individual (45 C.F.R. § 164.522(a)(1)(vi)).

Authorizations for Sale or Marketing Purposes - If this authorization is being made for sale or marketing purposes and the covered entity will receive direct or indirect remuneration from a third party in connection with the use or disclosure of the individual's information for marketing, the authorization must clearly indicate to the individual that such remuneration is involved. (Tex. Health & Safety Code § 181.152, .153; 45 C.F.R. § 164.508(a)(3), (4)).

Limitations of this form - This authorization form shall not be used for the disclosure of any health information as it relates to: (1) health benefits plan enrollment and/or related enrollment determinations (45 C.F.R. § 164.508(b)(4)(ii), .508(c)(2)(ii)); (2) psychotherapy notes (45 C.F.R. § 164.508(b)(3)(ii)); or for research purposes (45 C.F.R. § 164.508(b)(3)(i)). **Use of this form does not exempt any entity from compliance with applicable federal or state laws or regulations regarding access, use or disclosure of health information or other sensitive personal information (e.g., 42 CFR Part 2, restricting use of information pertaining to drug/alcohol abuse and treatment), and does not entitle an entity or its employees, agents or assigns to any limitation of liability for acts or omissions in connection with the access, use, or disclosure of health information obtained through use of the form.**

Charges - Some covered entities may charge a retrieval/processing fee and for copies of medical records. (Tex. Health & Safety Code § 241.154).

Right to Receive Copy - The individual and/or the individual's legally authorized representative has a right to receive a copy of this authorization.

Form 5-33

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Order to Obtain Protected Health Information

This Motion for Order to Obtain Protected Health Information of **[name of patient]** is brought by **[name of movant]**, who shows in support:

1. This is a case arising under [title 1/title 2/title 5] of the Texas Family Code.

[Name of movant] requests that the Court enter a qualified protective order, pursuant to section 164.512(e) of title 45 of the Code of Federal Regulations, addressing the rights and protections that apply to the protected health information pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). **[Name of movant]** requests that the qualified protective order provide that the requested health information protected by HIPAA be produced by **[name and address of health-care provider]** and further provide that the information is to be used only in connection with this litigation and that the parties to this matter, their counsel, the employees of their counsel, and their respective agents are prohibited from using or disclosing health information protected by HIPAA for any purpose other than in connection with this litigation. **[Name of movant]** further requests that the qualified protective order require the return of health information protected by HIPAA to **[name of health-care provider]** or the destruction of that information (including all copies) at the end of the litigation.

2. The following protected health information of **[name of patient]** is sought:

Dates of health-care services provided:

Progress notes

Select categories as applicable.

Laboratory reports

Operative reports

Discharge summary

Radiology reports

Consultation reports

X-ray or other images

Photographs/videotapes

Test results

Consultations

Correspondence

Hospital records

Entire health records in the possession of health-care provider

Other [**specify**]:

3. The protected health information of [**name of patient**] is relevant and necessary in this suit because [**set forth reasons**].

[Name of movant] prays that the Court grant this Motion for Order to Obtain Protected Health Information.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]
Attorney for [name of movant]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 5-34

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Order to Obtain Protected Health Information

On **[date]** the Court considered **[name of movant]**'s Motion for Order to Obtain Protected Health Information of **[name of patient]**.

The Court finds that the health information is relevant to the issues of this case.

IT IS ORDERED that **[name and address of health-care provider]** shall produce the protected health information of **[name of patient]** described below.

IT IS FURTHER ORDERED that the health information shall be produced on **[date]** at **[time]** at the offices of **[name and address of movant's attorney]**.

IT IS FURTHER ORDERED that all parties in this case, their counsel, the employees of their counsel, and their respective agents are prohibited from using or disclosing the health information of **[name of patient]** produced pursuant to this order for any purpose other than the litigation of this case.

IT IS FURTHER ORDERED that the health information (including all copies) produced pursuant to this order be either returned to **[name of health-care provider]** or destroyed at the end of the litigation pending before this Court.

The costs of production and copying shall be paid in the following manner: [**specify manner of payment**].

Continue with the following.

The following health information of [**name of patient**] is subject to this order:

Dates of health-care services provided:

Select categories as applicable.

Progress notes

Laboratory reports

Operative reports

Discharge summary

Radiology reports

Consultation reports

X-ray or other images

Photographs/videotapes

Test results

Consultations

Correspondence

Hospital records

Entire health records in the possession of health-care provider

Other [**specify**]:

SIGNED on _____.

JUDGE PRESIDING

Form 5-35

Include the following notice if a minor is named in the style of the case or if the subpoena contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

**Subpoena to Compel Production of Protected Health Information of
[name of patient]**

Issued in the Name of the State of Texas

You, **[name of witness]**, are hereby commanded to appear at **[address, city, county]**, Texas, on **[date]** at **[time]** and produce at that time and place the following documents or tangible things in your possession, custody, or control relating to the case entitled “**[style of case]**” and filed under Cause No. **[number]**, in the **[designation]** Court of **[county]** County, Texas: **[specify]**.

This subpoena is based on a qualified protective court order issued by the **[designation]** Court of **[county]** County, Texas. A certified copy of the qualified protective order is attached to this subpoena. This subpoena is issued at the instance of **[name of party]**, **[Petitioner/Respondent/Intervenor]** in the above-referenced case **[include if applicable: , by and through [his/her/its] attorney of record, [name of attorney]]**.

FAILURE OF ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED ON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.

This subpoena is issued on **[date]** by:

[Name of person issuing subpoena]

[Capacity]

[Address]

[Telephone]

[Fax]

Proof of Service

I, **[name of witness]**, accept service of the attached subpoena and will appear at the time and place directed in the subpoena.

Date: _____.

(Signature of witness)

I, _____, am over the age of eighteen years. I am not a party in the above-entitled and -numbered cause of action. On _____ I served a subpoena, of which this is a true and correct copy, on **[name of witness]** by personally handing the subpoena to the named individual or in accordance with rule 176.5(a) of the Texas Rules of Civil Procedure. I also tendered to the witness the witness fees required by law at the time the subpoena was delivered.

Date: _____.

(Signature of person serving subpoena)

Attach copy of qualified protective order. See form [5-34](#).

Form 5-36

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice That Document[s] Will Be Used at Trial

To: **[name]**, by and through **[his/her]** attorney of record, **[name and address of attorney]**.

[Name], **[Petitioner/Respondent]**, hereby gives notice that the following document[s] produced by you will be used at trial:

List document[s] by title.

If no objection is filed within ten days of this notice, the document[s] will be authenticated. You may object to the authenticity of **[a/the]** document or any part thereof. An objection must be either on the record or in writing and must have a good faith factual or legal basis. An objection made to the authenticity of only part of a document does not affect the authenticity of the remainder.

This notice is provided in accordance with rule 193.7 of the Texas Rules of Civil Procedure.

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[Name]
Attorney for [Petitioner/Respondent]

Form 5-37

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Response to Notice That Document[s] Will Be Used at Trial

To: **[name]**, by and through **[his/her]** attorney of record, **[name and address of attorney]**.

[Name], **[Petitioner/Respondent]**, objects to the authenticity of the following document[s]:

Objection is made to the authenticity of **[include if applicable: a portion of]** the document entitled **[name of document]** because **[state factual and legal basis of objection]**.

Repeat above information for each additional document.

This response is provided in accordance with rule 193.7 of the Texas Rules of Civil Procedure.

[Name]
 Attorney for **[Petitioner/Respondent]**
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [Petitioner/Respondent]

Form 5-38

Requests for production and inspection to parties are the subject of [Tex. R. Civ. P. 196](#).

Use this form if the land or property belongs only to a party or the parties. If the land or property belongs in whole or part to a nonparty, use form [5-39](#).

Include the following notice if a minor is named in the caption or if the request contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Petitioner/Respondent]’s Request for Entry upon Property
[to Party]

To: **[name]**, by and through [his/her] attorney of record, **[name and address of attorney]**.

[**Name**], [Petitioner/Respondent], requests that [Respondent/Petitioner], [**name**], allow entry on the [land/property] to [**include as applicable:** inspect/measure/survey/photograph/test/sample] the property or any designated object thereon at the time and place set out below.

Definitions

“Parties” means Petitioner or Respondent or both Petitioner and Respondent.

Instructions

Entry is to be allowed to the [land/property/land and property] described in Exhibit A.

Time, Place, and Other Conditions

Entry shall be [**state time, place, manner, conditions, and scope of inspection**]. [Inspection/Testing/Sampling/Inspection and testing/Inspection and sampling/Testing and sampling/

Inspection, testing, and sampling] will be by **[describe as applicable the means, manner, and procedure for inspection, testing, and/or sampling]**. **[Name[s]]** will conduct the [inspection/testing/sampling/inspection and testing/inspection and sampling/testing and sampling/inspection, testing, and sampling].

Content of Response

With respect to each request for entry, you must state objections and assert privileges as required by the Texas Rules of Civil Procedure and state, as appropriate, that—

1. entry or other requested action will be permitted as requested;
2. entry or other requested action will take place at a specified time and place, if the responding party is objecting to the time and place of production; or
3. entry or other requested action cannot be permitted for reasons stated in the response.

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [Petitioner/Respondent]

Exhibit A

Include land or other property as applicable.

Form 5-39

Use this form if the land or property belongs in whole or in part to a nonparty. If the land or property belongs in whole or part to a party or the parties, use form [5-38](#).

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Entry upon Property
[to Nonparty]

This Motion for Entry upon Property is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. Respondents to this motion are **[name of other party]**, **[party designation]**, and **[name of nonparty respondent]**, [who/which] is the owner of **[describe land or property that is the subject of the motion]**.

2. **[Name of nonparty]**, a nonparty [who/which] owns an interest in the property to be inspected, can and will be served with notice of this motion at **[address]** pursuant to rule 21a of the Texas Rules of Civil Procedure.

Or

2. The address of **[name of nonparty]**, a nonparty [who/which] owns an interest in the property to be inspected, is unknown and cannot be obtained through reasonable diligence. Movant requests the Court to order service on **[name of nonparty]** by means other than rule 21a of the Texas Rules of Civil Procedure that are reasonably calculated to give **[name of nonparty]** notice of the motion and the hearing.

Or

2. Movant believes there are nonparties who may own an interest in the property to be inspected, and their identities and addresses are unknown and cannot be obtained through reasonable diligence. Movant requests the Court to issue orders that will aid in identifying the names and locations of any additional owners and thereafter to order service on each such nonparty by means other than rule 21a of the Texas Rules of Civil Procedure that are reasonably calculated to give each nonparty notice of the motion and the hearing.

3. Movant requests to [**include as applicable:** inspect/measure/survey/photograph/test/sample] the property or any designated object on the [land/property] described above.

4. The discovery sought is relevant to the claims of [Petitioner/Respondent].

5. Good cause exists for the [inspection/testing/sampling/inspection and testing/inspection and sampling/testing and sampling/inspection, testing, and sampling].

6. Movant requests that entry be allowed [**state time, place, manner, conditions, and scope of inspection**].

7. Movant requests [inspection/testing/sampling/inspection and testing/inspection and sampling/testing and sampling/inspection, testing, and sampling] be allowed by [**describe as applicable the means, manner, and procedure for inspection, testing, and/or sampling**].

8. [**Name[s]**] will conduct the [inspection/testing/sampling/inspection and testing/inspection and sampling/testing and sampling/inspection, testing, and sampling].

[**Name of movant**] prays that the Court grant this Motion for Entry upon Property.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____
____.M. in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name of movant]

Form 5-40

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Entry upon Property

On **[date]** the Court considered the Motion for Entry upon Property of **[name of movant]**. The Court finds that good cause has been shown and the **[land/property/object]** is relevant to the subject matter of the action.

IT IS THEREFORE ORDERED that **[specify the order of the court]**.

SIGNED on _____.

JUDGE PRESIDING

Form 5-41

This cover sheet for interrogatories should precede the appropriate questions from forms 5-43 through 5-47. Interrogatories to parties are the subject of [Tex. R. Civ. P. 197](#).

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**[Petitioner/Respondent]’s Written Interrogatories to
[Respondent/Petitioner]**

To: **[name]**, by and through **[his/her]** attorney of record, **[name and address of attorney]**.

Under rules 190 and 197 of the Texas Rules of Civil Procedure, you are required to answer in complete detail and in writing each of the attached interrogatories; sign your answers to the interrogatories as required by rule 191.3(a) of the Texas Rules of Civil Procedure; swear to the truth of your answers before a notary public or other judicial officer as required by rule 197.2(d) of the Texas Rules of Civil Procedure or make an unsworn declaration as allowed by section 132.001 of the Texas Civil Practice and Remedies Code; and deliver a complete, signed copy of your answers, notarized if applicable, to the undersigned attorney within [thirty/fifty] days following service of this request. If you fail to comply with the requirements above, the Court may order sanctions against you in accordance with the Texas Rules of Civil Procedure.

Definitions

“Identity and location” means the person’s name and present or last known address and telephone number. If any of the above information is not available, state any other means of identifying the individual.

“Person” includes and is intended to mean any natural person or the representative of any entity or entities, as defined below.

Include the following definition if applicable.

“Entity” or “entities” includes and is intended to mean any nonpublicly traded—

- a. corporation;
- b. company;
- c. limited liability company;
- d. firm;
- e. association;
- f. trust;
- g. business trust;
- h. partnership;
- i. limited partnership;
- j. family limited partnership;
- k. limited liability partnership;

- l. joint venture;
- m. proprietorship; or
- n. other form of business entity.

Include the following definition if applicable.

“Document” includes each tangible thing, recording, or reproduction of any visual or auditory information, however made, whether handwritten, typewritten, printed, or digital, even if kept in only an electronic format, including papers; books; accounts; diaries; notes; memoranda; journals; calendars; letters and correspondence; e-mails; text messages; blogs; instant messages; postings, personal messages, tweets, and comments from any social media platform; logs; drawings; graphs; charts; photographs; electronic or videotape recordings; data; data compilations; and any drafts of the foregoing.

Continue with the following.

Instructions

All information that is not privileged that is in the possession, custody, or control of [Respondent/Petitioner], [his/her] attorney, investigators, agents, and consulting experts, as defined in the Texas Rules of Civil Procedure, employees, or other representatives of [Respondent/Petitioner] is to be divulged. Possession, custody, or control of an item means that the person either has physical possession of the item or has a right to possession of the item that is equal or superior to that of the person who has physical possession of the item.

If an interrogatory calls for an answer that involves more than one part, each part of the answer must be clearly set out so that it is understandable. You must precede your answer to each separate interrogatory with the question constituting the separate interrogatory.

Option to Produce Records

If the answer to an interrogatory may be derived or ascertained from public records, from your business records, or from a compilation, abstract, or summary of your business records, and the burden of deriving or ascertaining the answer is substantially the same for [Petitioner/Respondent] as for you, you may answer the interrogatory by specifying and, if applicable, producing the records or compilation, abstract, or summary of the records. The records from which the answer may be derived or ascertained must be specified in sufficient detail to permit [Petitioner/Respondent] to locate and identify them as readily as you can. If you have specified business records, you must state a reasonable time and place for examination of the documents. If you have produced any such records in response to a request for production and inspection, in response to a request for disclosure pursuant to rule 194 of the Texas Rules of Civil Procedure, or as a required disclosure pursuant to rule 194, please refer by Bates number to the document that would be responsive to the interrogatory. You must produce the documents at the time and place stated, unless otherwise agreed by the parties or ordered by the court, and must provide [Petitioner/Respondent] a reasonable opportunity to inspect them.

[Name]

Attorney for [Petitioner/Respondent]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [Petitioner/Respondent]

Attach the interrogatories.

Form 5-42

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Answers to Interrogatories

[**Name**], [Respondent/Petitioner], provides the attached Answers to Interrogatories and states under oath that all answers are true, subject to the following qualifications:

1. Answers to [Interrogatory/Interrogatories] number[s] [**number[s]**] are based on information obtained from another person.
2. Answers to interrogatories inquiring about persons with knowledge of relevant facts, trial witnesses, and legal contentions are not made under oath.

[**Name of party**], Affiant

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

[Name]
Attorney for [Respondent/Petitioner]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [Respondent/Petitioner]

Attach answers to interrogatories. Assertions of privilege may be contained in the answers or in a separate document. [Tex. R. Civ. P. 193.3\(a\)](#). The assertion of privilege shown in form 5-24 may be adapted.

The following are sample objections.

Objection is made to this interrogatory because it was served on [Respondent/Petitioner] later than thirty days before the end of the discovery period. [Tex. R. Civ. P. 197.1](#).

Objection is made to this interrogatory because it is in excess of the [twenty-five written interrogatories [Petitioner/Respondent] may serve on [Respondent/Petitioner]/number of

written interrogatories [Petitioner/Respondent] may serve on [Respondent/Petitioner] under the level 3 discovery control plan in this suit]. [Tex. R. Civ. P. 190](#).

Objection is made to this interrogatory because it seeks discovery of information that is not relevant to the subject matter of this suit and is not reasonably calculated to lead to the discovery of admissible evidence. [Tex. R. Civ. P. 192.3\(a\)](#).

Objection is made to this interrogatory because it is overly broad and seeks to require [Respondent/Petitioner] to provide more than a basic statement of [her/his] legal contentions and the factual bases for those contentions. [Respondent/Petitioner] is not required to marshal [her/his] evidence in response to a written interrogatory. [Tex. R. Civ. P. 192.3\(j\)](#), 192 cmt. 5.

Objection is made to this interrogatory to the extent that the discovery sought is unreasonably cumulative or duplicative. [Tex. R. Civ. P. 192.4\(a\)](#).

Objection is made to this interrogatory to the extent the discovery sought is obtainable from some other source that is more convenient, less burdensome, or less expensive. [Tex. R. Civ. P. 192.4\(a\)](#).

Objection is made to this interrogatory to the extent the burden or expense of the proposed discovery outweighs its likely benefit, taking into account the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving the issues. [Tex. R. Civ. P. 192.4\(b\)](#).

Objection is made to this interrogatory to the extent it subjects [Respondent/Petitioner] to undue burden, unnecessary expense, harassment, or annoyance. [Tex. R. Civ. P. 192.6\(b\)](#).

Objection is made to this interrogatory to the extent it subjects [Respondent/Petitioner] to an invasion of personal, constitutional, or property rights. [Tex. R. Civ. P. 192.6\(b\)](#).

Objection is made to this interrogatory because it exceeds the scope of discovery by seeking information about testifying expert witnesses through a written interrogatory. [Tex. R. Civ. P. 195.1](#).

Objection is made to this interrogatory because it exceeds the scope of discovery by seeking information about consulting expert witnesses whose mental impressions and opinions have not been reviewed by a testifying expert. [Tex. R. Civ. P. 192.3\(e\)](#).

Form 5-43

The cover sheet at form 5-41 should precede these and any other interrogatories.

Pattern Interrogatories—General

Select only as applicable.

1. State the identity and location of any person who is expected to be called to testify at the trial of this lawsuit.
2. State which of your answers to these interrogatories are based on information obtained from other persons, and state the identity and location of each person from whom you obtained the information and the date the information was obtained.
3. If you, at any time, had possession or control of a document requested in a request for production, and if the document has been lost, has been destroyed, or is not presently in your possession, custody, or control, describe the document, the date of its loss, destruction, purge, or separation from your possession, custody, or control, and the circumstances surrounding its loss, destruction, purge, or separation from your possession, custody, or control.
4. State the identity and location of your employers since [date] and the dates you were employed by each.
5. If any person or entity with which you are associated provides you with any fringe benefits, state for each fringe benefit—
 - a. a description of the fringe benefit,
 - b. the amount paid monthly and annually by the person or entity for the fringe benefit, and

- c. the specific person or entity providing each fringe benefit.

“Fringe benefit” means any benefit from an employer apart from salary, including payment of personal expenses; payment of housing expenses; vacation pay; payment of medical, hospitalization, or dental insurance, life insurance, annuities, and disability insurance policies; payment of automobile expenses (including note payment, gasoline, repairs, maintenance, insurance, and mileage compensation); payment of travel allowances; restricted stock; warrants; deferred compensation plans, 401(k) contributions, stock options, or retirement or pension benefits; country club or other memberships; use of company airplanes, homes, boats, or cars; payment of business professional dues; interest-free or low-interest loans; payment of legal fees; accounting or bookkeeping services; and payment for items used by you personally.

Include interrogatory 6. if parent-child relationship matters are at issue in the case.

6. If any documents exist that relate to any of the following, describe each document and state its location:

Include as applicable.

- a. conservatorship;
- b. possession and access;
- c. child support and medical and dental support for the child[ren];
- d. family violence;
- e. attorney’s fees; and
- f. requests for permanent injunctions.

Include interrogatory 7. if the case involves marital dissolution.

7. If any documents exist that relate to any of the following, describe each document and state its location:

Include as applicable.

- a. division of property and liabilities, including claims for a disproportionate division of the community estate;
- b. value of each asset;
- c. amount of each liability;
- d. characterization of any property that you are claiming as your separate property and any liability that you are claiming is separate;
- e. attorney's fees;
- f. fault in the breakup of the marriage;
- g. family violence;
- h. tort claims; and
- i. requests for permanent injunctions.

8. State the identity and location and the age of each person with whom you have resided since **[date]** and the dates on which you resided with each person.

9. State the identity and location of all **[include if applicable: mental and physical]** health-care providers with whom you **[include if applicable: or your child[ren]]** consulted or by whom you **[include if applicable: or your child[ren]]** have been treated since **[date]** **[include if applicable: and the reasons for each consultation or treatment]**.

10. If you allege that your [former] spouse has committed an act of family violence (as “family violence” is defined in section 71.004 of the Texas Family Code), for each act of family violence identify facts of which you are specifically aware that establish, demonstrate, or prove your allegation, including—

- a. a description of the alleged act of family violence,
- b. the date the alleged act of family violence occurred, and
- c. a description of the treatment sought or received, if any, for the act of family violence.

11. If it has been alleged that you have committed an act of family violence (as “family violence” is defined in section 71.004 of the Texas Family Code), for each act of family violence:

- a. describe the alleged act of family violence,
- b. state the date the alleged act of family violence occurred, and
- c. describe the circumstances surrounding the alleged act of family violence.

12. If you have engaged in intimate sexual contact (including sexual intercourse, oral sex, fondling, or other sexual stimulation) with anyone other than your spouse during this marriage, state—

- a. the identity and location of each person with whom you have had such contact and
- b. the dates, times of day, and locations of each occurrence of intimate sexual contact.

13. If you allege that your spouse has engaged in intimate sexual contact (including sexual intercourse, oral sex, fondling, or other sexual stimulation) with anyone other than you during this marriage, identify facts of which you are specifically aware that establish, demonstrate, or prove your allegation, including—

- a. the identity and location of each person with whom you allege your spouse has had such contact and
- b. the dates, times of day, and locations of each alleged occurrence of intimate sexual contact.

14. If since [date] you have taken or used any controlled substance for which you did not have a valid prescription, state for each use—

- a. the controlled substance used and
- b. the date you used the controlled substance.

15. If you allege that since [date] your spouse has taken or used any controlled substance for which your spouse did not have a valid prescription, for each use identify facts of which you are specifically aware that establish, demonstrate, or prove your allegation, including—

- a. the controlled substances used and
- b. the date your spouse used the controlled substance.

16. If you and/or anyone on your behalf has employed or used any private investigator in relation to this proceeding, state—

- a. the identity and location of the investigator,
- b. the dates of hiring and surveillance,

- c. whether any written report has been compiled by the investigator, and
- d. the total fees charged.

17. If you have used any expert for consultation who is not expected to be called as a witness, if that expert's opinion or impressions have been reviewed by any expert who may be called as a witness, state—

- a. the identity and location of each consulting expert;
- b. the subject matter on which each consulting expert was consulted;
- c. the mental impressions and opinions held by each consulting expert;
- d. the facts known to each consulting expert that relate to or form the basis of the mental impressions and opinions held by that expert; and
- e. a description of all documents and other tangible things used by, prepared by, prepared for, or furnished to each consulting expert, including all tests, calculations, reports, models, data, and compilations that form the basis of the consulting expert's opinions or impressions.

18. List those expert witnesses (if any) identified by any party to this suit who you contend are not qualified to render opinions under the standards set forth in *E.I. du Pont de Nemours v. Robinson*, 923 S.W.2d 549 (Tex. 1995), or in any subsequent opinion by the Supreme Court of Texas that you contend extends the holdings of *Robinson*.

19. If you contend that any opinion rendered by an expert designated by any party to this suit is not reliable within the meaning of *E.I. du Pont de Nemours v. Robinson*, 923 S.W.2d 549 (Tex. 1995), or of any subsequent opinion by the Supreme Court of Texas that you contend extends the holdings of *Robinson*—

- a. identify the expert,
- b. state the substance of the opinion,
- c. describe the basis for your contention that the opinion is not reliable.

20. If you intend or may use impeachment evidence at the trial or at any hearing in this suit concerning any person listed by a party as having knowledge of relevant facts or concerning any person listed by a party as a testifying expert, list each such person who may be impeached along with the specific crime and date of such crime allegedly committed by that person and/or identify and describe the impeachment evidence by which you intend to or may impeach such person.

Form 5-44

The cover sheet at form 5-41 should precede these and any other interrogatories.

Pattern Interrogatories—Property

Select only as applicable.

1. For each item of property (tangible or intangible) owned by the community estate or the separate estate of either party, state—

- a. a description of the property;
- b. the percentage that each estate (that is, the community estate, your separate estate, and your spouse's separate estate) owns the property;
- c. the value of the property;
- d. in general the legal theories that support your contentions about the value of the property, and identify facts of which you are specifically aware that establish, demonstrate, or prove those contentions; and
- e. in general the legal theories that support your contentions about the character of the property you claim belongs to your separate estate, and identify facts of which you are specifically aware that establish, demonstrate, or prove those contentions.

2. For each sum of money owed by either party to any person or entity, state—

- a. a description of the debt, including the identity and location of the creditor(s);
- b. the percentage that each estate (that is, the community estate, your separate estate, and your spouse's separate estate) is liable for the debt;

- c. the current balance of the debt;
- d. the balance of the debt on date of marriage;
- e. a description of each item of property that secures the debt, if any;
- f. the purpose(s) for which the debt was incurred; and
- g. in general the legal theories and factual bases that support your contention about liability for the debt and the purpose(s) for which the debt was incurred.

3. If you have had any interest in any trust during the term of your marriage to [Petitioner/Respondent], for each trust state—

- a. the identity and location of the trust and trustee(s) and
- b. the identity and location of the entity or institution in which the trust is or was held.

4. If you have made any gifts or transfers of funds, money, property, or property rights in excess of a value of \$[amount] [include if applicable: in the aggregate] to any person [include if applicable: unrelated to you by blood or marriage] since [date], for each such gift or transfer state—

- a. the identity and location of each person;
- b. the date and nature of the gift or transfer; and
- c. the value of the gift or item transferred.

5. If you propose that you be awarded more than 50 percent of the community estate, state in general the legal theories that support your proposal and identify facts of which you are specifically aware that establish, demonstrate, or prove that proposal.

6. State each item of property that the court should award to you and each debt or other obligation (including guarantees, contingent liabilities, and debts secured by property) for which the court should require you to be responsible.

7. If you have owned an interest in any entity since [date], for each such entity state—

- a. the identity and location of the entity;
- b. the form of business organization (for example, corporation or partnership) of the entity;
- c. the starting date of the entity or the date you began your association with the entity;
- d. how much you have contributed (for example, time, money, property, or other things of value) to the entity;
- e. your ownership interest in the entity (in shares or percentage); and
- f. the annual gross profits of the entity during each year since [date].

8. If you have any leasehold interest in any property, for each leasehold interest state—

- a. a description of the property, including the street address, legal description, and structures or improvements on any real property, if applicable;

- b. the identity and location of other persons, if any, with an interest in that property; and
- c. the amount and frequency of payments made and/or received for each leasehold interest.

9. If you or your business entity owns any motor vehicles, boats, recreational vehicles, watercraft, or aircraft, state the make, model, year, license number, motor number, serial number, vehicle identification number, fair market value, name(s) in which item is titled, and present location.

10. If you or your business entity maintains any accounts with any financial institutions, for each account state—

- a. the identity and location of the financial institution;
- b. the style and number of the account;
- c. the identity and location of all authorized signatories; and
- d. the current balance.

11. Identify all real, personal, or intangible property rights, whether legal or equitable, owned by any entity in which you own an interest.

12. If you or your business entity has any claims (liquidated or unliquidated) against others, for each claim state—

- a. a description of the claim;
- b. the identity and location of the person or entity against whom you have a claim; and

- c. the amount of the claim.

13. If any property is held for you or your business entity by another person or entity, for each property state—

- a. the identity and location of the person or entity holding the property;
- b. a description of the property being held; and
- c. the conditions and/or authority under which the property is being held for your benefit.

14. If you or your business entity has employed any accountant or bookkeeper since [date], for each state—

- a. the identity and location of the person or entity;
- b. the period employed; and
- c. the services performed.

15. If you or someone acting in your behalf has one or more safe-deposit boxes, for each box state the identity and location of the financial institution where the box is located and the contents of the box.

16. If you contend that one of the marital estates (that is, the community estate, your separate estate, or your spouse's separate estate) has a reimbursement claim against another marital estate, for each claim, state—

- a. the marital estates affected;
- b. the nature of the claim (including the elements in section 3.402 of the Texas Family Code on which you base the claim); and

- c. the amount of the claim.

17. If you are claiming any offset to a claim for a reimbursement, state—

- a. the marital estate claiming the offset;
- b. the facts of which you are specifically aware that establish, demonstrate, or prove the offset;
- c. the amount of the offset; and
- d. the calculations used to determine the amount of the offset.

18. If you contend that you are entitled to spousal maintenance, identify facts of which you are specifically aware that establish, demonstrate, or prove the elements contained in section 8.051 of the Texas Family Code on which you rely to support your claim.

19. If you contend that your spouse has committed either actual or constructive fraud with regard to the community estate, for each claim identify facts of which you are specifically aware that establish, demonstrate, or prove your contention, including—

- a. the type of fraud committed;
- b. when the fraud allegedly occurred;
- c. the acts of fraud that your spouse has committed;
- d. the value by which the community estate was depleted as a result of the fraud on the community; and
- e. the basis for calculating the reconstituted estate.

Form 5-45

The cover sheet at form 5-41 should precede these and any other interrogatories.

Pattern Interrogatories—Conservatorship

Select only as applicable.

1. If any unrelated adult spent the night with you at any time since [date] while you were in possession of your child[ren], state—
 - a. the identity and location of each person and
 - b. the dates and locations of each such occurrence.
2. If you contend that it is not in the best interest of the child[ren] that [name[s]] be appointed [sole managing conservator/joint managing conservator/joint managing conservator with the exclusive right to designate the primary residence of the child[ren]], state in general the legal theories that support your contention and identify facts of which you are specifically aware that establish, demonstrate, or prove that contention.
3. If you contend that it is in the best interest of the child[ren] that you be appointed [sole managing conservator/joint managing conservator/joint managing conservator with the exclusive right to designate the primary residence of the child[ren]], state in general the legal theories that support your contention and identify facts of which you are specifically aware that establish, demonstrate, or prove that contention.
4. If you contend that it is in the best interest of the child[ren] that the primary residence of the child[ren] be subject to a geographic restriction, identify the geographic area to which the residence should be restricted and state in general the legal theories that support

your contention and identify facts of which you are specifically aware that establish, demonstrate, or prove that contention.

5. State what periods of possession and access each conservator should have and, in general, the legal theories that support your contention and identify facts of which you are specifically aware that establish, demonstrate, or prove that contention.

6. If the court requires your periods of possession or access to be supervised, state your contention of how that supervised possession or access should be conducted (including the payment of the cost of any supervisor), state in general the legal theories and factual bases that support your contention, and identify facts of which you are specifically aware that establish, demonstrate, or prove that contention.

7. If you contend the court should require your [former] spouse's periods of possession or access to be supervised, state your contention of how that supervised possession or access should be conducted (including the payment of the cost of any supervisor), state in general the legal theories that support your contention, and identify facts of which you are specifically aware that establish, demonstrate, or prove that contention.

8. State each day you have exercised possession of or access to the child[ren] since [the filing of this suit/[date]] and the amount of time you spent with [the/each] child on each such day.

9. If the court orders you to pay child support, state the monthly amount of support the court should order you to pay, state the calculations you used to determine that amount, and identify facts of which you are specifically aware that establish, demonstrate, or prove your contention.

10. If the court orders [name] to pay child support, state the monthly amount of support the court should order [name] to pay, state the calculations you used to determine that

amount, and identify facts of which you are specifically aware that establish, demonstrate, or prove your contention.

11. If you have dependent health or dental insurance coverage available to you, state how much it would or does cost you to cover the child[ren] the subject of this suit on that policy in addition to whatever you pay for health or dental insurance coverage for yourself and any other person.

12. State how the court should order that health and dental insurance coverage be provided for the child[ren] and identify facts of which you are specifically aware that establish, demonstrate, or prove your contention.

13. If the child[ren] exhibit[s] changes in demeanor or behavior immediately before or after the child[ren] [has/have] been in the possession of [name[s]], state—

- a. the changes you have observed and
- b. each date on which you have observed these changes.

14. Generally, what hours do you work and on which days of the week?

15. If there are any children not the subject of this suit for whom you owe a legal duty of support, for each child state the identity and location, birth date, Social Security number, and, if applicable, the court of continuing jurisdiction for that child.

16. If your child[ren] [has/have] any special medical, psychological, or educational needs that necessitate additional expenditures or will necessitate additional expenditures in the future, state—

- a. the nature of each need;
- b. to whom the expenditures will be made;

- c. the amount of the expenditures required or to be required on an annual basis;
- d. whether [the/any] child[ren] require[s] or will require substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support; and
- e. if [the/any] child[ren] require[s] or will require substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support, the date on which the disability first existed or the cause of the disability was first known to exist.

17. If the child[ren] [is/are] involved in extracurricular activities, for each activity state—

- a. the nature of the activity;
- b. the average annual cost of the activity; and
- c. the schedule of the activity.

18. If you contend that you have been denied possession of or access to the child[ren] since [date], for each period of possession or access identify facts of which you are specifically aware that establish, demonstrate, or prove your contention, including—

- a. the date;
- b. the circumstances of each denial; and
- c. any reasons or excuses given for each denial.

19. If the child[ren]’s location is being tracked or monitored by any means, including electronically or digitally, for each method or device used to track or monitor the child[ren] state—

- a. the manner, including the location of any device or identification of any person, by which the child[ren] [is/are] being tracked or monitored;
- b. the name, model number, and serial number of any device being used to track or monitor the child[ren]; and
- c. each period of time that you have tracked or monitored the child[ren].

Form 5-46

The cover sheet at form 5-41 should precede these and any other interrogatories.

Pattern Interrogatories—Modification of Child Support

Select only as applicable.

“Household” means a unit composed of all persons living together in the same dwelling in which you reside, whether or not they are related to you or to each other.

1. For each of the [number] months immediately preceding [date of rendition of the order to be modified or signing of the mediated or collaborative law settlement agreement on which the order is based], state—

- a. the source and amount of your average monthly resources and self-employment income, as defined by sections 154.062(b) and 154.065(a) of the Texas Family Code, and
- b. the identity and location of each of your employers and other sources of income, if any.

2. For each month since [date after rendition of the order to be modified or signing of the mediated or collaborative law settlement agreement on which the order is based], state—

- a. the source and amount of your average monthly resources and self-employment income, as defined by sections 154.062(b) and 154.065(a) of the Texas Family Code, and
- b. the identity and location of each of your employers and other sources of income, if any.

3. If anyone other than yourself is contributing toward the payment of your current household expenses, for each person state—

- a. the identity and location of the person and
- b. the monthly amount of the contribution.

4. Identify and state the amount of each of your monthly living expenses on [**date of rendition of the order to be modified or signing of the mediated or collaborative law settlement agreement on which the order is based**].

5. Identify and state the amount of each of your current monthly living expenses.

6. State the identity and location of each creditor and the amount owed each creditor on [**date of rendition of the order to be modified or signing of the mediated or collaborative law settlement agreement on which the order is based**].

7. State the identity and location of each of your current creditors and the amount owed each creditor.

8. State each reason the order sought to be modified should not be modified.

9. If, on [**date of rendition of the order to be modified or signing of the mediated or collaborative law settlement agreement on which the order is based**], your child[ren] had any special medical, psychological, or educational needs that necessitated additional expenditures, state—

- a. the nature of each need;
- b. to whom the expenditures were made;
- c. the amount of the expenditures required on an annual basis;

- d. whether [the/any] child[ren] required substantial care and personal supervision because of a mental or physical disability and [was/were] not capable of self-support; and
- e. if [the/any] child[ren] required substantial care and personal supervision because of a mental or physical disability and [was/were] not capable of self-support, the date on which the disability first existed or the cause of the disability was first known to exist.

10. If your child[ren] [has/have] any special medical, psychological, or educational needs that necessitate additional expenditures or will necessitate additional expenditures in the future, state—

- a. the nature of each need;
- b. to whom the expenditures are or will be made;
- c. the amount of the expenditures required or to be required on an annual basis;
- d. whether [the/any] child[ren] require[s] or will require substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support; and
- e. if [the/any] child[ren] require[s] or will require substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support, the date on which the disability first existed or the cause of the disability was first known to exist.

11. If, on **[date of rendition of the order to be modified or signing of the mediated or collaborative law settlement agreement on which the order is based]**, the child[ren] [was/were] involved in extracurricular activities, for each activity state—

- a. the nature of the activity;
- b. the average annual cost of the activity; and
- c. the schedule of the activity.

12. If the child[ren] [is/are] involved in extracurricular activities, for each activity state—

- a. the nature of the activity;
- b. the average annual cost of the activity; and
- c. the schedule of the activity.

13. For each person whose circumstances you allege have materially and substantially changed since the [rendition of the order to be modified/signing of the [mediated/collaborative law] settlement agreement on which the order to be modified is based]:

- a. state the identity and location of the person;
- b. describe the circumstances you allege have changed, both as they existed on **[date of rendition of the order to be modified or signing of the mediated or collaborative law settlement agreement on which the order is based]** and as they currently exist; and
- c. identify facts of which you are specifically aware that establish, demonstrate, or prove the basis as to why each change of circumstances supports your request that the order be modified.

14. If you contend that a change of residence [has resulted/will result] in increased expenses for you to have possession of or access to the child[ren], state—

- a. the amount of expenses you incurred to have possession of or access to the child[ren] for each month of the calendar year (that is, for January, for February, for March, and so forth) before the change of residence;
- b. how you calculated these expenses for each month of the calendar year;
- c. the amount of the increased expenses you [have incurred/will incur] to have possession of or access to the child[ren] for each month of the calendar year (that is, for January, for February, for March, and so forth) after the change of residence;
- d. how you calculated these increased expenses for each month of the calendar year;
- e. how the court should allocate these increased expenses;
- f. why your proposed allocation is fair and equitable; and
- g. why your proposed allocation is in the best interest of the child[ren].

Form 5-47

Use the interrogatories in form 5-45 as appropriate.

The cover sheet at form 5-41 should precede these and any other interrogatories.

Pattern Interrogatories—Modification of Conservatorship

Select only as applicable for the particular type of modification being sought.

1. For each person whose circumstances you allege have materially and substantially changed since the [rendition of the order to be modified/signing of the [mediated/collaborative law] settlement agreement on which the order to be modified is based]:

- a. state the identity and location of the person;
- b. describe the circumstances you allege have changed, both as they existed on [date of rendition of the order to be modified or signing of the mediated or collaborative law settlement agreement on which the order is based] and as they currently exist; and
- c. identify facts of which you are specifically aware that establish, demonstrate, or prove the basis as to why each change of circumstances supports your request that the order be modified.

2. If you contend that the child[ren]'s present living environment may endanger the child[ren]'s physical health or significantly impair the child[ren]'s emotional development, state in general the legal theories that support your contention and identify facts of which you are specifically aware that establish, demonstrate, or prove that contention.

Forms 5-48 through 5-60 are reserved.

Form 5-61

Include the following notice if a minor is named in the caption or if the request contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Admissions

To: **[name]**, by and through **[his/her]** attorney of record, **[name and address of attorney]**.

[Petitioner/Respondent], **[name]**, requests [Respondent/Petitioner], **[name]**, to admit the truth of the matters, including statements of opinion or of the application of law to fact or the genuineness of any documents served with this request, as set forth in the attachment. These requests for admissions are made under rule 198.1 of the Texas Rules of Civil Procedure, and each of the matters of which an admission is requested shall be deemed admitted unless a response is delivered to **[name]** within [thirty/fifty] days after service of this request. Unless [Respondent/Petitioner] states an objection or asserts a privilege, [Respondent/Petitioner] must specifically admit or deny each request or explain in detail the reasons that [Respondent/Petitioner] cannot admit or deny the request. A response must fairly meet the substance of the request. [Respondent/Petitioner] may qualify an answer, or deny a request in part, only when good faith requires. Lack of information or knowledge is not a proper response unless [Respondent/Petitioner] states that a reasonable inquiry was made but that the information known or easily obtainable is insufficient to enable [Respondent/Petitioner] to admit or deny. An assertion that the request presents an issue for trial is not a proper response.

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [Petitioner/Respondent]

The following are sample admissions.

1. Admit or Deny

that on [date] you signed a [Premarital Agreement/Partition and Exchange Agreement/[title of other property agreement]] under the name of [name], a copy of which is attached as Exhibit [exhibit number/letter].

Answer:

2. *Admit or Deny*

that, as [name of person answering admissions], you signed the [Premarital Agreement/Partition and Exchange Agreement/[title of other property agreement]], a copy of which is attached as Exhibit [exhibit number/letter], voluntarily, without threat of force or duress.

Answer:

Note: The enforcement standards for property agreements may vary depending on the date of the execution of the agreement.

3. *Admit or Deny*

that the [Premarital Agreement/Partition and Exchange Agreement/[title of other property agreement]], a copy of which is attached as Exhibit [exhibit number/letter], provided a fair and reasonable disclosure of the property and financial obligations of [Petitioner/Respondent], [name].

Or

that, as [name of person answering admissions], you voluntarily signed the waiver of any right to disclosure of the property and financial obligations of [Petitioner/Respondent], [name], a copy of which is attached as Exhibit [exhibit number/letter].

Or

that you had or reasonably could have had adequate knowledge of the property and financial obligations of [Petitioner/Respondent], [name].

Answer:

4. *Admit or Deny*

that property described in the [Premarital Agreement/Partition and Exchange Agreement/[**title of other property agreement**]], a copy of which is attached as Exhibit [**exhibit number/letter**], signed by you as [**name of person answering admissions**] and by [Petitioner/Respondent], [**name**], is the sole and separate property of [**name**].

Answer:

5. *Admit or Deny*

that, as [**name of person answering admissions**], you have not personally contributed to the operation, management, or control of [**name of corporation or company**].

Answer:

6. *Admit or Deny*

that [**name or description of asset**] is the separate property of [Petitioner/Respondent], [**name**].

Answer:

7. *Admit or Deny*

that the document, a copy of which is attached as Exhibit [**exhibit number/letter**], is genuine.

Answer:

8. *Admit or Deny*

that the nature of your employment requires you to [**describe nature of work-related problem**].

Answer:

9. Admit or Deny

that on or around **[date]** you became involved in an extramarital sexual relationship with **[name]**.

Answer:

10. Admit or Deny

that you are currently residing at **[address]** with **[name of paramour]**.

Answer:

11. Admit or Deny

that **[name[s] of child[ren]]** [has/have] expressed a desire to live with [Petitioner/Respondent], **[name]**.

Answer:

12. Admit or Deny

that, since your separation from [Petitioner/Respondent], **[name]**, on or about **[date]**, you have visited with **[name[s] of child[ren]]** only as follows: **[specify]**.

Answer:

Include other admissions warranted by the facts of the particular case.

Form 5-62

Include the following notice if a minor is named in the caption or if the response contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Response to Request for Admissions

[Name], [Petitioner/Respondent], provides this attached Response to Request for Admissions either admitting or denying specifically the matters of which an admission is requested or setting forth in detail the reasons [he/she] cannot truthfully either admit or deny those matters.

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [Petitioner/Respondent]

Form 5-63

The court may permit a party to withdraw or amend admissions under circumstances described in [Tex. R. Civ. P. 198.3](#).

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Withdraw or Amend Admissions

This Motion to Withdraw or Amend Admissions is brought by [name of movant], [party designation]. On or about [date], Movant served on [name of other party] responses to the request for admissions propounded to Movant. Movant asks that the Court permit [name of movant] to [withdraw/amend/withdraw or amend] the admissions described below. In support, Movant shows:

1. Good cause exists for the [withdrawal/amendment] of admission[s] number[s] [number[s]] in that [state factual grounds supporting claim of good cause]. [Repeat if requesting withdrawal of some admissions and amendment of others.]

2. [Name of party relying on the responses and deemed admissions] will not be unduly prejudiced, and the presentation of the merits of the action will be subserved by permitting [name of movant] to [withdraw/amend/withdraw or amend] the admissions.

[Name of movant] prays that the Court grant the Motion to Withdraw or Amend Admissions.

[Name]Attorney for **[name of movant]**

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]**

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]Attorney for **[name of movant]**

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 5-64

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Withdraw or Amend Admissions

On **[date]** the Court considered the Motion to Withdraw or Amend Admissions of **[name of movant]**.

Select as applicable.

IT IS ORDERED that **[name of movant]** is permitted to withdraw admission[s] number[s] **[number[s]]**.

And/Or

IT IS ORDERED that **[name of movant]** is permitted to amend admission[s] number[s] **[number[s]]**.

And/Or

IT IS ORDERED that **[name of movant]** is not permitted to [withdraw/amend/withdraw or amend] admission[s] number[s] **[number[s]]**.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 5-65

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Motion to Determine Sufficiency of Answers or Objections to
Request for Admissions**

This Motion to Determine Sufficiency of [Answer[s]/Objection[s]/Answer[s] and Objection[s]] to Request for Admissions is brought by [**name of movant**], [**party designation**], who shows in support:

Include one or both of the following.

[**Name of other party**] has provided [an answer/answers] to the following Request for Admissions that [is/are] [insufficient/evasive/incomplete/**[or applicable combination of these terms]**], as follows: [**provide request for admission number and whether the answer given is insufficient, evasive, and/or incomplete**]. [**Name of movant**] asks that the Court order that each such Request for Admission be admitted or that an amended answer be served by [**name of other party**].

And/Or

[**Name of other party**]'s objections to the following Request for Admissions are unjustified, as follows: [**provide request for admission number for each unjustified objection**]. [**Name of movant**] asks that the Court order that [an answer/answers] be served by [**name of other party**].

Continue with the following.

[Name of movant] prays that the Court grant this motion as requested above.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]

Attorney for [name of movant]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 5-66

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order on Motion to Determine Sufficiency of Answers or Objections
to Request for Admissions**

On **[date]** the Court considered the Motion to Determine Sufficiency of [Answer[s]/
Objection[s]/Answer[s] and Objection[s]] to Request for Admissions of **[name of movant]** and
ORDERS: **[specify the order of the court]**.

SIGNED on _____.

JUDGE PRESIDING

Forms 5-67 through 5-70 are reserved.

Form 5-71

Include the following notice if a minor is named in the caption or if the notice of intent contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Intent to Take Oral Deposition of [name]

To: **[name]**, by and through **[his/her]** attorney of record, **[name and address of attorney]**.

Under rule 199 of the Texas Rules of Civil Procedure, you are notified that you are required to be present and give your oral deposition in this case at the offices of **[name of law firm]**, **[location]**, on **[date]** at **[time]**. This deposition will be taken before an officer authorized by law to take depositions and will continue from day to day until completed. This deposition **[will be taken by [telephone/[describe other remote electronic means]]/will not be taken by telephone or other remote electronic means]**. **[Include if applicable: This deposition will be recorded by [specify nonstenographic means, e.g., videotape recording]. It [will/will not] also be recorded by stenographic means.]**

If an organization is the deponent, include the following two paragraphs.

You are further notified, in accordance with rule 199.2(b)(1) of the Texas Rules of Civil Procedure, that the matters on which examination is requested are as follows: **[describe with reasonable particularity the matters on which examination is requested]**.

You are further notified that in response to this notice you must designate, a reasonable time before the deposition, one or more individuals to testify on your behalf and set forth, for each individual designated, the matters on which the individual will testify.

Include either or both of the following paragraphs if applicable.

You are further notified, in accordance with rule 199.5 of the Texas Rules of Civil Procedure, that the identities of persons who will attend the taking of this deposition, other than the witness, parties, spouses of parties, counsel, employees of counsel, and the officer taking the deposition, are as follows: **[specify]**.

And/Or

You are further notified that you are required to bring with you to the above address on the above date all documents in your possession or within your access by law or in fact set forth in Exhibit A attached to this notice and incorporated in it by reference for all purposes and permit [Petitioner/Respondent] to inspect and copy each of those documents.

Continue with the following.

[Name]

Attorney for [Petitioner/Respondent]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for [Petitioner/Respondent]

Exhibit A

“Item” or “document” includes each tangible thing, recording, or reproduction of any visual or auditory information, however made, whether handwritten, typewritten, printed, or digital, even if kept in only an electronic format, including papers; books; accounts; diaries; notes; memoranda; journals; calendars; letters and correspondence; e-mails; text messages; blogs; instant messages; postings, personal messages, tweets, and comments from any social media platform; logs; drawings; graphs; charts; photographs; electronic or videotape recordings; data; data compilations; and any drafts of the foregoing.

You are to produce, if you have not previously produced, the following [**include if applicable:** since **[date]]**: **[specify]**.

See examples listed in exhibit A in form 5-23 .

Form 5-72

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Notice of Recording Deposition [Stenographically/by Video
Recording/by Audio Recording]**

To: **[name]**, by and through **[his/her]** attorney of record, **[name and address of attorney]**.

[Name], **[Petitioner/Respondent]**, hereby gives notice that **[include if applicable: , in addition to the method specified in the Notice of Intent to Take Oral Deposition of [name],]** **[Petitioner/Respondent]** will record the deposition **[stenographically/by video recording/by audio recording/by [describe other electronic means]]**. **[Include if applicable: The deposition [will/will not] also be recorded stenographically.]** This notice is provided in accordance with rule 199.1(c) of the Texas Rules of Civil Procedure.

[Name]
Attorney for **[Petitioner/Respondent]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this **[document/[title of document]]** was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [Petitioner/Respondent]

Form 5-73

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Require Transcription of Deposition Recording

This Motion to Require Transcription of Deposition Recording is brought by **[name of movant]**, **[party designation]**, who shows in support:

Select one of the following.

1. **[Name of responding party]** intends to use a nonstenographic recording of the oral deposition testimony of **[name of witness]** in this suit. The deposition by oral examination of **[name of witness]** is scheduled to be taken in [this cause/**[state other cause number and style of suit in which deposition is to be taken]]** on **[date]** at **[time]**. **[Name of responding party]** intends to record this deposition by [videotape recording/audiotape recording/**[describe other electronic means]]**. **[Name of responding party]** does not intend to have the deposition recording stenographically transcribed.

Or

1. **[Name of responding party]** intends to use a nonstenographic recording of the oral deposition testimony of **[name of witness]** in this suit. The deposition by oral examination of **[name of witness]** was taken in [this cause/**[state other cause number and style of suit in which deposition was taken]]** on **[date]** at **[time]**. This deposition was recorded by [videotape/audiotape/**[describe other electronic means]]** and [none/only a portion] of the testimony has been stenographically transcribed.

Continue with the following.

2. **[Name of movant]** requests that the Court order **[name of responding party]** to obtain a complete transcript of the deposition recording from a certified court reporter before **[name of responding party]** may use the nonstenographic record in a proceeding in this matter. **[Name of movant]** requests that the Court require that the court reporter's transcription be made from the original or a certified copy of the deposition recording. **[Name of movant]** requests that the Court require that the court reporter transcribing the deposition recording deliver the original transcript to **[name of movant]** and that the court reporter's certificate include a statement that the transcript is a true record of the nonstenographic recording.

3. The Court should order this transcription of the deposition recording for the following reason[s]: **[state good cause why the court should order the transcription]**.

Include the following if applicable.

The Court should order **[name of responding party]** to pay the cost of the court reporter's transcription for the following reason[s]: **[explain unavailability of funds, disparity of funds available to each party, expense involved, necessity of evidence, and other such circumstances showing why the responding party should pay for the transcription]**.

Continue with the following.

[Name of movant] prays that the Court order **[name of responding party]** to obtain the court reporter's transcription of the deposition recording of **[name of witness]** as requested **[include if applicable: and order [name of responding party] to pay the costs associated with this transcription]**.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]

Attorney for [name of movant]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 5-74

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Require Transcription of Deposition Recording

On [date] the Court considered the Motion to Require Transcription of Deposition Recording of [name of movant]. The Court finds good cause to grant the motion.

IT IS THEREFORE ORDERED that [name of responding party] shall obtain a complete transcript of the nonstenographic recording of the oral deposition testimony of [name of witness], [include if applicable: scheduled to be] taken in [this cause/[state other cause number and style of suit in which deposition was taken or is to be taken]] on [date] at [time], before [name of responding party] may use this oral deposition testimony in this suit.

IT IS FURTHER ORDERED that [name of responding party] shall obtain this transcript from a certified court reporter. IT IS ORDERED that [name of responding party] shall provide this certified court reporter with the original or a certified copy of the deposition recording. IT IS FURTHER ORDERED that the court reporter shall transcribe the oral deposition recording from the original or a certified copy of the deposition recording. IT IS ORDERED that the court reporter transcribing the deposition recording shall deliver the original transcript to [name of attorney for movant], attorney for [name of movant], and that the court reporter's certificate shall include a statement that the transcript is a true record of the nonstenographic recording. IT IS FURTHER ORDERED that on reasonable request [name of

movant] shall make the transcription available for inspection and copying by [**name of witness]** and [**name of responding party**].

Include the following if applicable.

IT IS ORDERED that [**name of responding party**] shall obtain this transcription and cause the original transcript to be delivered to [**name of attorney for movant**] not later than [**date**].

Continue with the following.

IT IS ORDERED that the court reporter who transcribes this nonstenographic deposition recording shall comply with the provisions of rule 203 of the Texas Rules of Civil Procedure to the extent applicable.

Select one of the following if applicable.

IT IS ORDERED that [**name of responding party**] shall pay the cost of the court reporter's transcription.

Or

IT IS ORDERED that [**name of responding party**] shall pay [**percent**] percent and [**name of movant**] shall pay [**percent**] percent of the cost of the court reporter's transcription.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 5-75

Include the following notice if a minor is named in the caption or if the notice of intent contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Intent to Take Deposition on Written Questions

To: **[name]**, by and through **[his/her]** attorney of record, **[name and address of attorney]**.

Please take notice that **[name]**, **[Petitioner/Respondent]**, intends to take the deposition on written questions of **[name]**, **[address]**, at **[location]** on **[date]** at **[time]**. This deposition will be taken before a notary public and **[will be taken by [telephone/[describe other remote electronic means]]/will not be taken by telephone or other remote electronic means]**. The deposition is to be used in this case.

If an organization is the deponent, include the following two paragraphs.

You are further notified, in accordance with rule 199.2(b)(1) of the Texas Rules of Civil Procedure, that the matters on which examination is requested are as follows: **[describe with reasonable particularity the matters on which examination is requested]**.

You are further notified that in response to this notice you must designate, a reasonable time before the deposition, one or more individuals to testify on your behalf and set forth, for each individual designated, the matters on which the individual will testify.

Include either or both of the following paragraphs if applicable.

You are further notified, in accordance with rule 199.5 of the Texas Rules of Civil Procedure, that the identities of persons who will attend the taking of this deposition, other than the witness, parties, spouses of parties, counsel, employees of counsel, and the officer taking the deposition, are as follows: **[specify]**.

And/Or

You are further notified that you are required to bring with you to the above address on the above date all documents in your possession or within your access by law or in fact set forth in Exhibit A attached to this notice and incorporated in it by reference for all purposes and permit [Petitioner/Respondent] to inspect and copy each of those documents.

Continue with the following.

A copy of the direct questions to be asked is attached to this notice.

[Name]

Attorney for [Petitioner/Respondent]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [notice/Notice of Intent to Take Deposition on Written Questions] and all written questions to be asked during the deposition were served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [Petitioner/Respondent]

Exhibit A

“Item” or “document” includes each tangible thing, recording, or reproduction of any visual or auditory information, however made, whether handwritten, typewritten, printed, or digital, even if kept in only an electronic format, including papers; books; accounts; diaries; notes; memoranda; journals; calendars; letters and correspondence; e-mails; text messages; blogs; instant messages; postings, personal messages, tweets, and comments from any social media platform; logs; drawings; graphs; charts; photographs; electronic or videotape recordings; data; data compilations; and any drafts of the foregoing.

You are to produce, if you have not previously produced, the following [include if applicable: since [date]]: [specify].

See examples listed in exhibit A in form [5-23](#).

Forms 5-76 through 5-80 are reserved.

Form 5-81

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Reduction of [Expert's/Experts'] Report[s] to Tangible Form

This Motion for Reduction of [Expert's/Experts'] Report[s] to Tangible Form is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. **[Name]** has disclosed the name[s] of [an expert/experts] who may be called as [a witness/witnesses] in this case.
2. **[Name of movant]** requests, pursuant to rule 195.5 of the Texas Rules of Civil Procedure, that [each of] **[name]**'s expert[s] prepare a complete written report detailing the expert's factual observations, tests, supporting data, calculations, photographs, and opinions.
3. [The/Each] expert's report should be produced to **[name of movant]** at **[location]** on **[date]** not later than **[time]**.

[Name of movant] prays that this Motion for Reduction of [Expert's/Experts'] Report[s] to Tangible Form be granted.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]

Attorney for [name of movant]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk**Certificate of Service**

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 5-82

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order on Motion for Reduction of [Expert's/Experts'] Report[s] to
Tangible Form**

On [date] the Court considered the Motion for Reduction of [Expert's/Experts'] Report[s] to Tangible Form of [name of movant]. The Court is of the opinion that the motion should be granted as follows:

IT IS ORDERED that [name]'s expert[s], previously disclosed, and any other expert who may be called to trial as a witness by [name], prepare in full a written report detailing the expert's factual observations, tests, supporting data, calculations, photographs, and opinions.

IT IS FURTHER ORDERED that [the/each] expert's report be delivered to [name of movant] by no later than [time] on [date] at the offices of counsel for [name of movant].

SIGNED on _____.

JUDGE PRESIDING

Form 5-83

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for [Physical/Mental] Examination

This Motion for [Physical/Mental] Examination is brought by **[name of movant]**, **[party designation]**, who shows in support:

Select 1.–5. as applicable.

1. This is a case arising under [title 2/title 5] of the Texas Family Code. **[Name of movant]** seeks appointment of [a psychologist/psychologists/a psychiatrist/psychiatrists] to make any and all appropriate mental examinations of **[name[s] of child[ren] the subject of the suit and/or of other party[ies]]**.

2. This is a case arising under [title 2/title 5] of the Texas Family Code. **[Name of movant]** seeks appointment of [an expert/experts] who [is/are] qualified in paternity testing to take blood, body fluid, or tissue samples to conduct paternity tests as ordered by the Court.

3. **[Name of movant]** seeks an order from the Court compelling **[name of responding party]** to [submit to/produce **[name of person in responding party's custody, conservatorship, or legal control]** for] a [physical/mental] examination by a qualified physician. The [physical/mental] condition **[include if applicable: , including the blood group,]** of **[name]**, a [party/person in the custody or conservatorship or under the legal control of **[name]**, a party], is in controversy in this case. Good cause to grant the relief sought exists in that **[state factual grounds supporting claim of good cause]**.

4. [Name of movant] seeks an order from the Court compelling [name of responding party] to [submit to/produce [name of person in responding party's custody, conservatorship, or legal control] for] a mental examination by a qualified psychologist. The mental condition of [name], a [party/person in the custody or conservatorship or under the legal control of [name], a party], is in controversy in this case. Good cause to grant the relief requested exists in that [state factual grounds supporting claim of good cause].

5. [Name of movant] seeks an order from the Court compelling [name of responding party] to [submit to/produce [name of person in responding party's custody, conservatorship, or legal control] for] a mental examination by a qualified psychologist. [Name of responding party] has [designated a psychologist as a testifying expert/disclosed a psychologist's records for possible use at trial] in this case. Good cause to grant the relief sought exists in that [state factual grounds supporting claim of good cause].

Continue with the following.

[Name of movant] prays that the Court grant this Motion for [Physical/Mental] Examination and order the examination.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]Attorney for **[name of movant]****Notice of Hearing**

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk**Certificate of Service**

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record, party, or person to be examined who is unrepresented by counsel to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record, party, or unrepresented person to be served.]**

[Name]Attorney for **[name of movant]**

Form 5-84

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for [Physical/Mental] Examination

On **[date]** the Court considered the Motion for [Physical/Mental] Examination of **[name of movant]** and ORDERS:

[Name and address of physician, psychologist, or psychiatrist] is appointed to interview, examine, evaluate, and consult with **[names]** to **[detail time, place, manner, conditions, and scope of examination concerning, e.g., mental health of parties, physical condition, blood analysis]**. All the above-named persons shall cooperate with this [physician/psychologist/psychiatrist] and attend all appointments and interviews. The initial appointment shall take place on **[date]** at **[time]** at **[location]**. A detailed written report of the examination by the [physician/psychologist/psychiatrist] setting out the [physician/psychologist/psychiatrist]'s findings, including results of all tests made, diagnoses, and conclusions, together with like reports of all earlier examinations of the same condition shall be prepared by **[name of physician, psychologist, or psychiatrist]** and provided to all parties through their respective attorneys of record on or before **[date]**.

The cost of **[name of physician, psychologist, or psychiatrist]**'s services shall be borne in the following manner: **[specify manner of payment]**.

SIGNED on _____.

JUDGE PRESIDING

Forms 5-85 through 5-90 are reserved.

Form 5-91

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Motion [to Compel Discovery/for Sanctions/to Compel Discovery
and for Sanctions]**

This motion is brought by [name of movant], [party designation], who
shows in support:

Select 1.–5. as applicable.

1. Interrogatories
TRCP 197

1. Interrogatories

On [date] interrogatories were served on [name].

Select one of the following.

No objections were made to the interrogatories. To date, no answers
have been served.

Or

Answers to the interrogatories were served on [date].

Include a., b., and/or c. as applicable.

- a. The answers are so incomplete as to constitute no answer at all.

b. Objections were made to certain interrogatories. Those objections should be overruled and [name] should be required to answer the interrogatories.

c. In the response, information was withheld based on the following privileges asserted: [specify]. On [date] a written request to identify the information withheld was served on [name]. [Name] has failed to serve a response to the written request [include if applicable: that describes the information withheld that enables assessment of the applicability of the privilege and asserts a specific privilege for each item or group of items withheld].

2. Documents
TRCP 196

2. Documents

On [date] a request for production of documents was served on [name].

Select one of the following.

To date, no response has been received, nor have proper objections been made, and the documents have not been produced.

Or

A response was served on [date].

Include a., b., and/or c. as applicable.

a. The response is inadequate because [state nature of problem with response].

b. Objections were made to certain of the requests for production of documents. Those objections should be overruled and [name] should be required to produce the requested documents.

c. In the response, [information was/material was/information and material were] withheld based on the following privileges asserted: **[specify]**. On **[date]** a written request to identify the [information/material/information and material] withheld was served on **[name]**. **[Name]** has failed to serve a response to the written request **[include if applicable: that describes the [information/material/information and material] withheld that enables assessment of the applicability of the privilege and asserts a specific privilege for each item or group of items withheld]**.

3. Depositions
TRCP 199, 200

3. Depositions

On **[date]** the deposition of **[name]** was noticed to be taken at the time and place designated in the notice, a copy of which is attached. The witness refused or failed to appear **[include if applicable: and to produce the items designated in the notice]**.

4. Request for Disclosure
TRCP 194

4. Request for Disclosure

A request for disclosure under rule 194 of the Texas Rules of Civil Procedure was served on **[date]** **[include if applicable: , along with a request for production of material allowable under rule 194.2]**.

Select one of the following.

No assertions of privilege were made to the request for disclosure. To date, no response has been served.

Or

A response was served on [date].

Include a. and/or b. as applicable.

a. The response is inadequate because [state nature of problem with response].

b. In the response, [information was/material was/information and material were] withheld based on the following privileges asserted: [specify]. On [date] a written request to identify the [information/material/information and material] withheld was served on [name]. [Name] has failed to serve a response to the written request [include if applicable: that describes the [information/material/information and material] withheld that enables assessment of the applicability of the privilege and asserts a specific privilege for each item or group of items withheld].

5. Inventory and Appraisement

5. Inventory and Appraisement

On [date] [name] was ordered to provide an inventory and appraisement in this case on or before [date].

Select one of the following.

To date, no inventory and appraisement has been provided.

Or

The inventory and appraisement provided does not contain [the proper affidavit/values of assets/an adequate description of the property/characterization of property as separate or community].

Continue with the following.

6. Relief Requested*6. Relief Requested*

[Name of movant] asks the Court, after notice and hearing, to make such orders with regard to the failure to comply with discovery procedures as are just and right, including the following:

See form [5-92](#) and rule 215 of the Texas Rules of Civil Procedure regarding appropriate orders.

[Name of movant] prays that the Court grant this motion.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Conference

I certify that a reasonable effort has been made to resolve the discovery dispute without the necessity of court intervention and has failed.

[Name]

Attorney for [name of movant]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk**Certificate of Service**

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name of movant**]

Form 5-92

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order on Motion [to Compel Discovery/for Sanctions/to Compel
Discovery and for Sanctions]**

On [date] the Court considered the Motion [to Compel Discovery/for Sanctions/to Compel Discovery and for Sanctions] of [name of movant].

The following are examples of some types of relief. Choose only relief that is applicable. See [Tex. R. Civ. P. 215](#) regarding appropriate orders.

1. [Name] is ORDERED to provide answers responsive to [Interrogatory/Interrogatories] number[s] [number[s]] by [date].
2. [Name] is ORDERED to produce document[s] responsive to Request[s] for Production number[s] [number[s]] in the offices of [name of attorney for movant] by [date].
3. [Name] is ORDERED to appear for deposition at [location] on [date] at [time] and to produce all items designated in the notice for deposition.
4. [Name] is ORDERED to provide a response to Requests for Disclosure number[s] [number[s]] by [date].
5. [Name] is ORDERED prohibited from further discovery [of any kind/designate particular type of discovery] while this case is pending.

6. [Name] is ORDERED to pay [expenses of discovery/court costs/expenses of discovery and court costs] of [number] dollars (\$[amount]) to [name] by [date] at [location].

7. [Name] is ORDERED to pay attorney's fees of [number] dollars (\$[amount]) to [name of attorney for movant] by [date] at [location].

8. A continuance is GRANTED, and the case is postponed until [date]. [Include if applicable: The discovery control plan is modified as follows: [specify].]

The trial court must consider the availability of lesser sanctions and state a reasoned explanation as to the appropriateness of the greater sanction before imposing the death-penalty sanction. An order merely listing instances where the party failed to comply with discovery orders, with no indication why the death-penalty sanctions were warranted, will not be upheld. See section 5.112 in the practice notes.

9. The pleadings of [name] are stricken, and judgment is GRANTED in favor of [name of movant], together with a judgment for attorney's fees of [number] dollars (\$[amount]), for which let execution issue.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 5-93

Include the following notice if a minor is named in the style of the case or if the subpoena contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

Subpoena
[Deposition]

Issued in the Name of the State of Texas

You, **[name of witness]**, are hereby commanded to appear at **[address, city, county]**, Texas, on **[date]** at **[time]** to attend and give testimony at a deposition relating to the case entitled “**[style of case]**” and filed under Cause No. **[number]**, in the **[designation]** Court of **[county]** County, Texas, and remain at that place from day to day until discharged by **[name of attorney]**.

Include the following if applicable.

You are further commanded to produce, at the time and place specified above, the following documents or tangible things in your possession, custody, or control: **[specify]**. **[See form 5-23.]**

Continue with the following.

This subpoena is issued at the instance of **[name of party]**, [Petitioner/Respondent/Intervenor] in the above-referenced case **[include if applicable: , by and through [his/her/its] attorney of record, [name of attorney]]**.

FAILURE OF ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED ON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA

IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND
MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.

This subpoena is issued on [date] by:

[Name of person issuing subpoena]

[Capacity]

[Address]

[Telephone]

[Fax]

Proof of Service

I, [name of witness], accept service of the attached subpoena and will appear at the time
and place directed in the subpoena.

Date: _____.

(Signature of witness)

I, _____, am over the age of eighteen years. I am not a
party in the above-entitled and -numbered cause of action. On _____ I served a
subpoena, of which this is a true and correct copy, on [name of witness] by personally handing
the subpoena to the named individual or in accordance with rule 176.5(a) of the Texas Rules
of Civil Procedure. I also tendered to the witness the witness fees required by law at the time
the subpoena was delivered.

Date: _____.

(Signature of person serving subpoena)

Form 5-94

Include the following notice if a minor is named in the style of the case or if the subpoena contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA****Subpoena to Compel Production of Documents and Tangible Things****Issued in the Name of the State of Texas**

You, **[name of witness]**, are hereby commanded to appear at **[address, city, county]**, Texas, on **[date]** at **[time]** and produce at that time and place the following documents or tangible things in your possession, custody, or control relating to the case entitled “**[style of case]**” and filed under Cause No. **[number]**, in the **[designation]** Court of **[county]** County, Texas: **[specify]**. **[See form 5-23.]**

This subpoena is issued at the instance of **[name of party]**, [Petitioner/Respondent/Intervenor] in the above-referenced case **[include if applicable: , by and through [his/her/its] attorney of record, [name of attorney]]**.

FAILURE OF ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED ON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.

This subpoena is issued on **[date]** by:

[Name of person issuing subpoena]

[Capacity]

[Address]

[Telephone]

[Fax]

Proof of Service

I, [name of witness], accept service of the attached subpoena and will appear at the time and place directed in the subpoena.

Date: _____.

(Signature of witness)

I, _____, am over the age of eighteen years. I am not a party in the above-entitled and -numbered cause of action. On _____ I served a subpoena, of which this is a true and correct copy, on [name of witness] by personally handing the subpoena to the named individual or in accordance with rule 176.5(a) of the Texas Rules of Civil Procedure. I also tendered to the witness the witness fees required by law at the time the subpoena was delivered.

Date: _____.

(Signature of person serving subpoena)

Form 5-95

If the attorney sends a nonparty a business records affidavit for the nonparty's custodian of records to complete and return with the requested records, the attorney may include a letter asking for the execution of the affidavit in order to avoid having to depose the business records custodian or having to compel the testimony of the custodian at trial. An unsworn declaration may be used in lieu of the affidavit. See section 8.58 of the practice notes.

**Letter to Nonparty Requesting Execution of Affidavit or Declaration
for Business Records**

[Date]

[Name and address of nonparty]

Re: [style of case]
Cause No. [number]

[Salutation]

With this letter, please find an official subpoena by the state of Texas issued on behalf of [name of client] in the above-styled and -numbered legal action. The purpose of this correspondence is to inform the intended recipient of the subpoena that [his/her] personal appearance at the designated location for the production of records will not be required if—

1. the appropriate custodian of the records completes and executes the enclosed [affidavit/declaration] for business records [include if applicable: in the presence of a notary public],
2. the completed and executed [affidavit/declaration] for business records is attached to the requested records, and
3. these documents are delivered to my office at [address, city, state, zip code] before the due date for the records stated in the subpoena.

I appreciate your cooperation in this matter and hope we can resolve it with as little inconvenience to you and your staff as possible. If you have any questions, please feel free to contact my office. Thank you for your attention to this matter.

Sincerely,

[Name of attorney]

Enc.

c: [name of client]

For affidavit for business records, see form [5-30](#). For declaration for business records, see form [5-31](#).

Form 5-96

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Business Records [Affidavit/Declaration]

To: **[name]**, by and through **[his/her]** attorney of record, **[name and address of attorney]**.

Pursuant to Rule 902(10) of the Texas Rules of Evidence, attached please find [an affidavit/a declaration] for business records made by **[name]**, along with **[number]** pages of records from **[name of person or organization]**.

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [Petitioner/Respondent]

Chapter 6

Information Gathering and Third-Party Notices

Form 6-1	Inquiry on Court of Continuing Jurisdiction for a Child	537
Form 6-2	Application for a Social Security Card	538
Form 6-3	Request for Copy of Tax Return	539
Form 6-4	Application for Copy of Driver Record	540
Form 6-5	Request for Texas Motor Vehicle Information	542
Form 6-6	Letter of Inquiry—Motor Vehicle	544
Form 6-7	Letter of Inquiry—Boat	545
Form 6-8	Letter of Inquiry—Airplane	546
Form 6-9	Letter of Inquiry—Deeds (County Clerk)	547
Form 6-10	Letter of Inquiry—Property Tax Rolls	548
Form 6-11	Letter of Inquiry—Creditor	549
Form 6-12	Letter of Inquiry—Business Interests	550
Form 6-13	Letter of Inquiry—Patents	551
Form 6-14	Letter of Inquiry—Cattle	552
Form 6-15	Letter of Inquiry—Assumed Name Filings	553
Form 6-16	Letter of Inquiry—Financial Statement/U.C.C. Filings (State)	554
Form 6-17	Letter of Inquiry—Financial Statement/U.C.C. Filings (County)	555
Form 6-18	Letter of Inquiry—Financial Accounts	556
Form 6-19	Letter of Inquiry—Life Insurance	557
Form 6-20	Letter of Inquiry—Health/Dental Coverage	558
Form 6-21	Letter of Inquiry and Notice of TRO/Injunction— Group Health/Dental Insurance	559
<i>[Forms 6-22 through 6-30 are reserved for expansion.]</i>		
Form 6-31	Letter to Creditor—Closing Account	561
Form 6-32	Letter to Creditor—Requesting Forbearance	562

Form 6-33	Records Authorization—Life Insurance	563
Form 6-34	Authorization to Disclose Protected Health Information.	565
Form 6-35	Records Authorization—Financial	567
Form 6-36	Written Authorization for Disclosure of Substance Use Disorder Patient Records under 42 C.F.R. Part 2	569
<i>[Forms 6-37 through 6-40 are reserved for expansion.]</i>		
Form 6-41	Notice of Lis Pendens	571
Form 6-42	Release of Lis Pendens	573
Form 6-43	Motion to Cancel Lis Pendens	574
Form 6-44	Order on Motion to Cancel Lis Pendens	576
Form 6-45	Motion to Expunge Lis Pendens	577
Form 6-46	Order on Motion to Expunge Lis Pendens.	580
<i>[Forms 6-47 through 6-50 are reserved for expansion.]</i>		
Form 6-51	Retirement Benefits Checklist	582
Form 6-52	Notice Letter—Pension Claim.	587
Form 6-53	Affidavit Concerning Cost and Necessity of Services.	588

Form 6-2

SOCIAL SECURITY ADMINISTRATION Application for a Social Security Card

Form Approved
OMB No. 0960-0066

1	NAME TO BE SHOWN ON CARD		First	Full Middle Name	Last
	FULL NAME AT BIRTH IF OTHER THAN ABOVE		First	Full Middle Name	Last
	OTHER NAMES USED				
2	Social Security number previously assigned to the person listed in item 1			 	
3	PLACE OF BIRTH (Do Not Abbreviate) City State or Foreign Country			Office Use Only FCI	4 DATE OF BIRTH MM/DD/YYYY
5	CITIZENSHIP (Check One)		☐ U.S. Citizen ☐ Legal Alien Allowed To Work ☐ Legal Alien Not Allowed To Work (See Instructions On Page 3) ☐ Other (See Instructions On Page 3)		
6	ETHNICITY Are You Hispanic or Latino? (Your Response is Voluntary) ☐ Yes ☐ No		7 RACE Select One or More (Your Response is Voluntary) ☐ Native Hawaiian ☐ American Indian ☐ Other Pacific Islander ☐ Alaska Native ☐ Black/African American ☐ White ☐ Asian		
8	SEX		☐ Male ☐ Female		
9	A. PARENT/ MOTHER'S NAME AT HER BIRTH		First	Full Middle Name	Last
	B. PARENT/ MOTHER'S SOCIAL SECURITY NUMBER (See instructions for 9 B on Page 3)		 ☐ Unknown		
10	A. PARENT/ FATHER'S NAME		First	Full Middle Name	Last
	B. PARENT/ FATHER'S SOCIAL SECURITY NUMBER (See instructions for 10B on Page 3)		 ☐ Unknown		
11	Has the person listed in item 1 or anyone acting on his/her behalf ever filed for or received a Social Security number card before? ☐ Yes (If "yes" answer questions 12-13) ☐ No ☐ Don't Know (If "don't know," skip to question 14.)				
12	Name shown on the most recent Social Security card issued for the person listed in item 1		First	Full Middle Name	Last
13	Enter any different date of birth if used on an earlier application for a card		MM/DD/YYYY		
14	TODAY'S DATE MM/DD/YYYY		15	DAYTIME PHONE NUMBER Area Code Number	
16	MAILING ADDRESS (Do Not Abbreviate)		Street Address, Apt. No., PO Box, Rural Route No. City State/Foreign Country ZIP Code		
17	YOUR SIGNATURE		18	YOUR RELATIONSHIP TO THE PERSON IN ITEM 1 IS: ☐ Self ☐ Natural Or Adoptive Parent ☐ Legal Guardian ☐ Other Specify _____	
DO NOT WRITE BELOW THIS LINE (FOR SSA USE ONLY)					
NPN		DOC	NTI	CAN	ITV
PBC	EVI	EVA	EVC	PRA	NWR DNR UNIT
EVIDENCE SUBMITTED				SIGNATURE AND TITLE OF EMPLOYEE(S) REVIEWING EVIDENCE AND/OR CONDUCTING INTERVIEW	
				DATE	
				DCL DATE	

Form 6-3

Form 4506 (March 2019) Department of the Treasury Internal Revenue Service	Request for Copy of Tax Return ▶ Do not sign this form unless all applicable lines have been completed. ▶ Request may be rejected if the form is incomplete or illegible. ▶ For more information about Form 4506, visit www.irs.gov/form4506 .	OMB No. 1545-0429

Tip. You may be able to get your tax return or return information from other sources. If you had your tax return completed by a paid preparer, they should be able to provide you a copy of the return. The IRS can provide a **Tax Return Transcript** for many returns free of charge. The transcript provides most of the line entries from the original tax return and usually contains the information that a third party (such as a mortgage company) requires. See **Form 4506-T, Request for Transcript of Tax Return**, or you can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." or call 1-800-908-9946.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)

4 Previous address shown on the last return filed if different from line 3 (see instructions)

5 If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.

Caution: If the tax return is being mailed to a third party, ensure that you have filled in lines 6 and 7 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax return to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your return information, you can specify this limitation in your written agreement with the third party.

6 Tax return requested. Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ▶ _____

Note: If the copies must be certified for court or administrative proceedings, check here ☐

7 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than eight years or periods, you must attach another Form 4506.

8 Fee. There is a \$50 fee for each return requested. Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN, ITIN, or EIN and "Form 4506 request" on your check or money order.	\$
a Cost for each return	\$
b Number of returns requested on line 7	\$
c Total cost. Multiply line 8a by line 8b	\$

9 If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here ☐

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

☐ **Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506.** See instructions.

Sign Here	Phone number of taxpayer on line 1a or 2a
Signature (see instructions)	Date
Title (if line 1a above is a corporation, partnership, estate, or trust)	Date
Spouse's signature	Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 41721E Form **4506** (Rev. 3-2019)

Form 6-4

DR-1 (Rev. 10/16)	TEXAS DPS APPLICATION FOR COPY OF DRIVER RECORD	
MAIL TO: Texas Department of Public Safety, Box 149008, Austin, TX 78714-9008		
DO NOT MAIL CASH. Mail check or money order payable to: Texas Department of Public Safety	Any questions regarding the information on this form should be directed to the Contact Center at 512-424-2600. Allow 2-3 weeks for delivery.	
Check Type of Record Desired		FEE
☐ 1. Name – DOB – License Status – Latest Address.		\$ 4.00
☐ 2. Name – DOB – License Status – 3 Year Record only lists Crashes/Moving Violations.		\$ 6.00
☐ 2A. CERTIFIED version of #2. This Record is Not acceptable for a Defensive Driving Course (DDC).		\$ 10.00
☐ 3. Name – DOB – License Status – Record of ALL Crashes/Violations. Furnished to Licensee Only.		\$ 7.00
☐ 3A. CERTIFIED version of #3. Furnished to Licensee Only and is Acceptable for DDC.		\$ 10.00
☐ 4. Abstract Record – Certified abstract of completed driver record.		\$ 20.00
☐ Other: (Original Application, DWLI, etc.) _____		\$ _____ .00 (If Required)
Mail Driver Record To: (Please Print or Type)		
Requestor's Last Name _____		Requestor's First Name _____
Street Address _____		Texas Driver License Number _____
City _____	State _____	Zip Code _____
Daytime Telephone Number (include area code) _____		
If requesting on behalf of a business, organization, or other entity, please include the following:		
Name of business, organization, entity, etc. _____		
Your Title or Affiliation with above _____		
Type of business, organization, etc. (i.e., insurance provider, towing company, private investigation, firm, etc.) _____		
Information Requested On:		
Texas Driver License Number _____	Date of Birth <u>MM</u> / <u>DD</u> / <u>YY</u> _____	Suffix (SR., JR., etc.) _____
Last Name _____		
First Name _____		
Middle Name/Maiden Name _____		
Individual's Written Consent For ONE TIME Release to Above Requestor		
(Requestor, if you do not meet one of the exceptions listed on the back of this form, please be advised that without the written consent of the driver license/ID card holder, the record you receive will not include personal information.)		
I, _____, hereby certify that I granted access on this one occasion to my Driver License/ID Card record, inclusive of the personal information (name, address, driver identification number, etc.) to _____		
Signature of License/ID Card Holder or Parent/Legal Guardian _____		Date _____
State and Federal Law Requires Requestors to Agree to the Following:		
In requesting and using this information, I acknowledge that this disclosure is subject to the federal Driver's Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and Texas Transportation Code Chapter 730. False statements or representations to obtain personal information pertaining to any individual from the DPS could result in the denial to release any driver record information to myself and the entity for which I made the request. Further, I understand that if I receive personal information as a result of this request, it may only be used for the stated purpose and I may only resell or redisclose the information pursuant to Texas Transportation Code §730.013. Violations of that section may result in a criminal charge with the possibility of a \$25,000 fine.		
I certify that I have read and agree with the above conditions and that the information provided by me in this request is true and correct. If I am requesting this driver record on behalf of an entity, I also certify that I am authorized by that entity to make this request on their behalf. I also acknowledge that failure to abide by the provisions of this agreement and any state and federal privacy law can subject me to both criminal and civil penalties.		
Signature of Requestor _____		Date _____

If you are not requesting a copy of your own record or do not have the written consent of DL/ID holder, you must provide the information requested on the reverse.

Texas Department
of Public SafetySave Time – Request Your Driver Record Online
www.texas.gov

Important Instructions – Read Carefully

The Texas Department of Public Safety may disclose personal information to a requestor without written consent of the DL/ID holder, on proof of their identity and a certification by the requestor that the use of the personal information is authorized under state and federal law and that the information will be used only for the purpose stated and in complete compliance with state and federal law.

You must meet one or more of the following exceptions if you do not have written consent of the DL/ID holder to be entitled to receive personal information on the above named individual. Please *initial* each category that applies to the requested driver record.

- _____ 1. For use in connection with any matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c) motor vehicle emissions; (d) motor vehicle product alterations, recalls, or advisories; (e) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; or (f) removal of nonowner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of the Automobile Information Disclosure Act, the Anti Car Theft Act of 1992, the Clean Air Act, and any other statute or regulation enacted or adopted under or in relation to a law included in the above.
- _____ 2. (Valid for Certified Abstract) For use by a government agency in carrying out its functions or a private entity acting on behalf of a government agency in carrying out its functions.
- _____ 3. For use in connection with a matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c) motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers; (e) motor vehicle market research activities, including survey research; or (f) removal of nonowner records from the original owner records of motor vehicle manufacturers.
- _____ 4. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only to verify the accuracy of personal information submitted by the individual to the business or the authorized agent of the business and to obtain correct information if the submitted information is incorrect to prevent fraud by pursuing a legal remedy against, or recovering on a debt or security interest against the individual.
- _____ 5. (Valid for Certified Abstract) For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgement or order, or under an order of any court.
- _____ 6. For use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.
- _____ 7. For use by an insurer or insurance support organization, or by a self insured entity, or an authorized agent of the entity, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- _____ 8. For use in providing notice to an owner of a towed or impounded vehicle.
- _____ 9. For use by a licensed private investigator agency or licensed security service for a purpose permitted as stated on this page.
- _____ 10. (Valid for Certified Abstract) For use by an employer or an authorized agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver license that is required under 49 U.S.C. Chapter 313.
- _____ 11. For use in connection with the operating of a private toll transportation facility.
- _____ 12. For use by a consumer-reporting agency as defined by the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) for a purpose permitted under the Act.
- _____ 13. For any other purpose specifically authorized by law that relates to the operation of a motor vehicle or to public safety.
Please state specific statutory authority _____
- _____ 14. For use in the preventing, detecting, or protecting against identity theft or other acts of fraud. The Department prior to release of personal information may require additional information.

Below is an example of how numbers and letters should be written on front of this form:



1 2 3 4 5 6 7 8 9 0

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Form 6-5

This form may be obtained by fax request at (888) 232-7033 (form 0275) or online at www.dot.state.tx.us (form VTR-275).



Request for Texas Motor Vehicle Information

Information and Instructions			
The Driver Privacy Protection Act restricts access to personal information on vehicle title and registration records. Your signature and a copy of your current government issued photo ID are required with this application to certify the statements are true and correct for the described vehicle. Submit completed and signed form with copy of your government issued photo ID, written authorization and required documentation, if applicable, to the following address or visit a Texas Department of Motor Vehicles (TxDMV) Regional Service Center for assistance. Include payment in the form of a personal check, money order, or cashier's check made payable to TxDMV. Do not mail cash. Fees are not refundable. Texas Department of Motor Vehicles Vehicle Titles and Registration Division Austin, TX 78779-0001			
Applicant Information			
First Name	Middle Name	Last Name	Suffix
Business Name (if applicable)			
Address	City	State	ZIP
Email		Phone Number	
Government Issued Photo Identification – Submit Photocopy			
Entity Issuing ID and Type (e.g., TX Driver License, US Passport, etc.)		Government Photo ID Number	Expires
Search Information			
Texas License Plate		Year	Make
Vehicle Identification Number		Title Document Number	
Records Request			
If you are not the owner/lienholder, initial a Permitted Use on page 2 - unless you have written authorization. Select from the following: ☐ Title history \$5.75 ☐ <u>Certified</u> title history \$6.75 ☐ Title and registration verification of a vehicle record (current or expired) \$2.30 ☐ <u>Certified</u> title and registration verification of a vehicle record - for court use \$3.30 ☐ Duplicate registration receipt for current registration period \$2.00 ☐ Other - Please attach documentation explaining the request. You will be contacted with the fee total, which is based on the effort to fill the request.			
Certification – State law makes falsifying information a third degree felony.			
I certify that the statements on this application are true and correct and request the TxDMV provide me with the requested information contained in the motor vehicle record for the vehicle indicated. In making this request, I also certify that the: - Information requested is for a lawful and legitimate purpose and will be used only in accordance with 18 U.S. Code §§2721-2725 and Texas Transportation Code, Chapter 730 (Driver Privacy Protection Acts); - Personal information obtained pursuant to this request will not be used for marketing, solicitation or survey purposes; and - I have not been convicted of a violation of either of the Driver Privacy Protection Acts, or violated a rule adopted by the department relating to the terms and conditions for release of personal information from vehicle records. Name of Applicant _____ Date _____ Signature of Applicant _____ Violators can be prosecuted under Texas Transportation Code, Section 730.013 and Penal Code, Section 37.10.			

Request for Texas Motor Vehicle Information

Permitted Use – Sign or print your initials on the appropriate line for your use of the requested information.

Choose one of the following options.

1. ☐ I am the current recorded owner or lienholder of the vehicle;
2. ☐ Written authorization is attached from the person(s) listed as the recorded owner, lienholder or previous owner; or
3. ☐ My authority to obtain vehicle information is for the permitted use noted below. I understand the use of the requested information is strictly limited to:

_____ A governmental entity, including law enforcement (check applicable box):

- ☐ A government agency, including any court or law enforcement agency, in carrying out its functions.
☐ A private person or entity acting on behalf of a government agency in carrying out the functions of the agency.

_____ Use in connection with one of the following (check applicable box):

- ☐ Motor vehicle safety or motor vehicle operator safety.
☐ Motor vehicle theft.
☐ Motor vehicle emissions.
☐ Motor vehicle product alterations, recalls or advisories.
☐ Performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers.
☐ Motor vehicle market research activities, including survey research.
☐ Removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of the Automobile Information Disclosure Act, the Anti Car Theft Act of 1992, and the Clean Air Act.
☐ For child support enforcement.
☐ Enforcement by the Texas Workforce Commission.
☐ Voter registration or the administration of elections by the secretary of state.

_____ Use in the normal course of business by a legitimate business or its authorized agent, but only to verify accuracy of personal information submitted by the individual; and, if the information is not correct, to obtain the correct information for the sole purpose of preventing fraud by, pursuing a legal remedy against or recovering on a debt or security interest against the individual. (Requestor must submit the information to be verified against the department's records.)

_____ In conjunction with a civil, criminal, administrative or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court. (Requestor must submit proof of legal proceeding or proof of anticipated proceeding.)

_____ Use in research or in producing statistical reports, but **only if the personal information is NOT published, redisclosed, or used to contact any individual.** (Requestor must submit proof of employment in a research occupation.)

_____ Use by an insurer or insurance support organization, a self-insured entity or as an authorized agent of the entity in connection with claims investigation activities, antifraud activities, rating or underwriting. (Requestor must submit a license number provided by the Texas Department of Insurance or out-of-state equivalent, a license number the insurance support organization is working under, or proof of self-insurance. License Number: _____)

_____ Use in providing notice to an owner of a towed or impounded vehicle. (Requestor must submit a license number provided by the Texas Department of Licensing and Regulation or out-of-state equivalent. License Number: _____)

_____ Use by a licensed private investigation agency or licensed security service authorized to use the information for a permitted purpose. (Requestor must submit a license number provided by the Texas Department of Public Safety or out-of-state equivalent. License Number: _____)

_____ Use in connection with the operation of a private toll transportation facility. (Requestor must submit documentation to relate the requested personal information with operation of a private toll transportation facility.)

_____ Use by a consumer reporting agency, as defined by the Fair Credit Reporting Act, for a purpose permitted under that Act. (Requestor must submit documentation on official letterhead indicating a permitted use for personal information as defined by the Fair Credit Reporting Act.)

Resale and Redisclosure

Motor vehicle record information obtained by an authorized recipient for a permitted use may not be resold or redisclosed unless the information is provided to other authorized recipients and used only for the permitted use. Information obtained as a result of this request may not be resold or redisclosed in the same or substantially identical format as it is received from the TxDMV. Any original recipient is responsible for misuse of the motor vehicles records, regardless if they approved or were aware of subsequent transfers of the information.

An authorized recipient who resells or rediscloses motor vehicle records is required to maintain records of that transaction for a period of not less than five years. The department has the authority to request and review records kept by all authorized recipients. For further information regarding resale and redisclosure requirements, refer to the Texas Administrative Code, Rule §§217.127 and 217.128.

Form 6-6

The Motor Vehicle Division may be contacted at (512) 465-7611. Either the vehicle identification number or the license plate number must be provided in the letter. The address for ground delivery is 4000 Jackson Avenue, Austin, TX 78731.

Letter of Inquiry—Motor Vehicle

[Date]

Motor Vehicle Division
Texas Department of Transportation
V.T.R.
Austin, TX 78779-0001

Re: License plate number:
Vehicle identification number:
[If unknown, insert “unknown”]

[Salutation]

Please provide me with the name and address of the registered owner of the above-referenced vehicle. Also, please furnish the make, year, and model of the vehicle and the name and address of any listed lienholder.

My check for \$[amount] for your fee is enclosed.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-7

The Boat Registration Division may be contacted at (800) 262-8755. Form PWD763, used to obtain ownership/lienholder name, address, and description, may be obtained online at www.tpwd.state.tx.us.

Letter of Inquiry—Boat**[Date]**

Boat Registration Division
Texas Parks & Wildlife Department
4200 Smith School Road
Austin, TX 78744

Re: Boat registration number: TX-

[Salutation]

Please provide me with the name and address of the registered owner of the above-referenced boat. Also please provide the make, year of manufacture, length of the boat, and the name and address of any listed lienholder.

My check for \$**[amount]** for your fee is enclosed.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-8

The Aircraft Registration Branch may be contacted at (866) 762-9434. Mark the envelope “Freedom of Information Act Request.” To conduct an online search, go to registry.faa.gov.

Letter of Inquiry—Airplane

[Date]

Aircraft Registration Branch
Federal Aviation Administration
P.O. Box 25504
Oklahoma City, OK 73125-0504

Re: Registration number:

Make:

Model:

Serial number: [if unknown, insert “unknown”]

[Salutation]

Please provide me with the name and address of the registered owner of the above-described aircraft. Also please provide or confirm the make, model, and manufacturer’s serial number of the aircraft.

My check for \$[amount] for your fee is enclosed.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-9

Letter of Inquiry—Deeds (County Clerk)

[Date]

County Clerk

[Address]

Re: Name: [name of owner of property, as complete as possible]

Address: [if unknown, insert “unknown”]

[Salutation]

Please provide me with the volume and page number of each deed by which the above-referenced party acquired or conveyed any interest (mineral or otherwise) in real property. I believe a search of the indexes from [year] to the present would be sufficient.

I would greatly appreciate a notation of the date of each conveyance and a brief description of the property involved.

I enclose a stamped, self-addressed envelope for your convenience in replying.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-10

Letter of Inquiry—Property Tax Rolls

[Date]

[County] County Appraisal District
[Address]

Re: Name: [name of owner of property, as complete as possible]
Address: [if unknown, insert “unknown”]

[Salutation]

Please provide me with a description of all real and personal property recorded on your rolls in the name of the above-referenced party.

Please let me know if there is a fee for this service.

I enclose a stamped, self-addressed envelope for your convenience in replying.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-11

Letter of Inquiry—Creditor

[Date]

[Name of creditor]

Credit Manager

[Address]

Re: Account number:

Account name:

[Salutation]

I represent [name of client], whose name appears on the above-referenced account.

There is now pending a divorce action between my client and [his/her] spouse, [name].

The parties cannot agree on the responsibility for the outstanding balance on the account.

Please send me copies of the last six months of statements and supporting invoices so that it can be determined who incurred the charges and who benefited from the purchases.

Sincerely yours,

[Name of attorney]

Consent for release of information:

[Name of client]

Form 6-12

The secretary of state's office may be contacted at (512) 463-5701, and certain information may be obtained through the website at www.sos.state.tx.us/. The address for ground delivery is 1019 Brazos Street, Austin, TX 78701.

Letter of Inquiry—Business Interests

[Date]

Secretary of State
P.O. Box 13697
Austin, TX 78711

[Salutation]

Please provide me with the name of each corporation, limited liability partnership, limited liability company, and/or limited partnership that lists [**name of opposing party**] as a director, officer, or registered agent or the noncorporate entity's equivalent.

My check for \$[**amount**] for your fee is enclosed.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-13

The U.S. Patent and Trademark office may be contacted at (800) 786-9199. The website address is www.uspto.gov.

Letter of Inquiry—Patents

[Date]

U.S. Patent and Trademark Office
Office of Electronic Product
Madison East Building
600 Delaney
Alexandria, VA 22314

[Salutation]

Please research the past twenty years of patents and advise me if [name] of [city] has been awarded any patents or applied for any patents.

Please send me copies of all pertinent documents.

My check for \$[amount] for your fee is enclosed.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-14

Communications may be sent to the Texas & Southwestern Cattle Raisers Association by fax to (817) 332-8523. The telephone number is (817) 332-7064, and the website address is www.texas cattleraisers.org.

Letter of Inquiry—Cattle

[Date]

Texas & Southwestern Cattle Raisers Association
1301 W. 7th Street, Suite 201
Fort Worth, TX 76102

[Salutation]

A divorce has been filed and is pending between [name] and [name]. I represent [name] in this matter.

A release for information signed by [name] is enclosed.

Please send me copies of [name]'s application for membership and membership renewal forms so that I may verify [his/her] acreage and number of head of cattle.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-15

Letter of Inquiry—Assumed Name Filings

[Date]

Assumed Name Office
c/o County Clerk
[Address]

[Salutation]

Please send me copies of any assumed name filings and/or DBA filings in the name of
[name].

My check for \$[amount] for your fee is enclosed.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-16

The secretary of state's office may be contacted at (512) 463-5701, and certain information may be obtained through the website at www.sos.state.tx.us/. The address for ground delivery is 1019 Brazos Street, Austin, TX 78701.

Letter of Inquiry—Financial Statement/U.C.C. Filings (State)

[Date]

Secretary of State
P.O. Box 13193
Austin, TX 78711

[Salutation]

Please send me a copy of each financial statement and/or U.C.C. filing filed by [name]
or on behalf of the business known as [name of business].

My check for \$[amount] for your fee is enclosed.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-17

Letter of Inquiry—Financial Statement/U.C.C. Filings (County)

[Date]

Financial Statements Office
c/o County Clerk
[Address]

[Salutation]

Please send me a copy of each financial statement and/or U.C.C. filing filed by [name]
or on behalf of the business known as [name of business].

My check for \$[amount] for your fee is enclosed.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-18

Letter of Inquiry—Financial Accounts

[Date]

[Name and address of stockbroker]

[Salutation]

A divorce has been filed and is pending between [name] and [name]. I represent [name] in this matter.

A release for financial records, which has been executed by [name] as ordered by Judge [name] after a hearing for temporary orders, is enclosed.

Please send me a complete listing of all accounts on which [name]'s name appears, or in which [he/she] has an interest, or on which [he/she] has the right of withdrawal. [Name]'s Social Security number is [number].

Sincerely yours,

[Name of attorney]

Enc.

Form 6-19

Letter of Inquiry—Life Insurance

[Date]

[Name and address of insurance company]

Re: [name], Social Security number [number]
[name], Social Security number [number]

[Salutation]

A divorce has been filed and is pending between [name] and [name]. I represent [name] in this matter.

A release for financial and business records, which was executed by [name] as ordered by Judge [name] after a hearing for temporary orders, is enclosed.

Please send me a copy of each insurance policy that insures the life of either [name] or [name]. Further, please indicate the cash value of each policy and whether the cash value has been reduced by any loans against the policy. If there are loans against the policy, please forward all information regarding the loans, including the date of the loan, the loan amount, and to whom the loan was paid, as well as a copy of the front and back of the loan check.

In addition, please provide all information on any annuities that might be in the name of [name] and/or [name].

Sincerely yours,

[Name of attorney]

Enc.

Form 6-20

Letter of Inquiry—Health/Dental Coverage

[Date]

[Name and address of business]

[Salutation]

A divorce has been filed and is pending between [name] and [name]. I represent [name] in this matter.

It is my understanding that [name], whose Social Security number is [number], is your employee.

So that [name] may determine whether [he/she] wishes to continue [health care coverage/dental coverage/health care and dental coverage] through the policy you offer after the divorce, please forward all information on health care insurance available to [name] or [name]. Please advise me of the monthly premium for each plan that [name] would be charged after the divorce should [he/she] elect to exercise [his/her] COBRA rights.

Sincerely yours,

[Name of attorney]

Form 6-21

Letter of Inquiry and Notice of TRO/Injunction—Group Health/Dental Insurance

[Date]

[Name and address of group policyholder/plan administrator or employer]

Re: Group policy number:

Name of group member:

Social Security number of group member:

Name of nonemployee spouse:

Name[s] of minor child[ren]:

[Salutation]

I represent [name of client], the spouse of the above-referenced group member.

A divorce action is pending between my client and [his/her] spouse, [name]. You are notified that a [temporary restraining order/temporary injunction] has been issued prohibiting [name of group member] from canceling, altering, or in any manner affecting level of coverage of the [health insurance policies/dental insurance policies/health and dental insurance policies] insuring the parties [include if applicable: and their minor child[ren]]. Please notify me immediately if [name of group member] attempts to cancel, alter, or in any manner affect the above-referenced policy.

Please notify me immediately if [name of client and, if applicable, name[s] of child[ren]] [is/are] not currently qualified beneficiaries or dependents under the above-referenced policy.

Sincerely yours,

[Name of attorney]

Forms 6-22 through 6-30 are reserved.

Form 6-31

Letter to Creditor—Closing Account

[Date]

[Name and address of creditor]

Re: Account number:

Account name:

Social Security number:

[Salutation]

I represent the person named above in a divorce action. Please close the account immediately after this date. My client will not be responsible for any charges incurred by others on this account.

Include the following paragraph if applicable.

Enclosed is my client's check for \$[amount] to pay the current balance. Please establish a new account for my client and send new charge cards to:

[Name of client]

[New address]

Continue with the following.

Sincerely yours,

[Name of attorney]

Enc.

Form 6-32

Letter to Creditor—Requesting Forbearance

[Date]

[Name and address of creditor]

Re: Name of debtor:
Account number:

[Salutation]

A divorce has been filed and is pending between [name] and [name]. I represent [name] in this matter. Until a hearing may be held to determine how payment of this account shall be handled, I would sincerely appreciate your refraining from bringing any action concerning the arrearages. My client is aware of the indebtedness and intends that it be paid.

Sincerely yours,

[Name of attorney]

Form 6-33

Records Authorization—Life Insurance

I, **[name]**, authorize **[name of company]** Life Insurance Company to release all life insurance records concerning policy number[s] **[number[s]]** to **[name]** and the law firm of **[name of law firm]**. This authorization specifically includes:

1. Names of beneficiaries.
2. Loans made against the policies and the loan balances.
3. Cash surrender value.
4. Amounts of premiums and if premiums are current.
5. Date or dates of purchase.
6. Full name of insured.
7. Changes in beneficiary or requests for changes.
8. Face value of each policy.
9. Owner of each policy.

I authorize reliance on a photocopy of this authorization.

[Name]
Social Security number **[number]**

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of person acknowledging].

Notary Public, State of Texas

Form 6-34



AUTHORIZATION TO DISCLOSE PROTECTED HEALTH INFORMATION

Developed for Texas Health & Safety Code § 181.154(d)
effective June 2013

Please read this entire form before signing and complete all the sections that apply to your decisions relating to the disclosure of protected health information. Covered entities as that term is defined by HIPAA and Texas Health & Safety Code § 181.001 must obtain a signed authorization from the individual or the individual's legally authorized representative to electronically disclose that individual's protected health information. Authorization is not required for disclosures related to treatment, payment, health care operations, performing certain insurance functions, or as may be otherwise authorized by law. **Covered entities may use this form or any other form that complies with HIPAA, the Texas Medical Privacy Act, and other applicable laws.** Individuals cannot be denied treatment based on a failure to sign this authorization form, and a refusal to sign this form will not affect the payment, enrollment, or eligibility for benefits.

NAME OF PATIENT OR INDIVIDUAL

Last _____ First _____ Middle _____

OTHER NAME(S) USED _____

DATE OF BIRTH Month _____ Day _____ Year _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (____) _____ ALT. PHONE (____) _____

EMAIL ADDRESS (Optional): _____

I AUTHORIZE THE FOLLOWING TO DISCLOSE THE INDIVIDUAL'S PROTECTED HEALTH INFORMATION:

Person/Organization Name _____
Address _____
City _____ State _____ Zip Code _____
Phone (____) _____ Fax (____) _____

WHO CAN RECEIVE AND USE THE HEALTH INFORMATION?

Person/Organization Name _____
Address _____
City _____ State _____ Zip Code _____
Phone (____) _____ Fax (____) _____

REASON FOR DISCLOSURE
(Choose only one option below)

- ☐ Treatment/Continuing Medical Care
☐ Personal Use
☐ Billing or Claims
☐ Insurance
☐ Legal Purposes
☐ Disability Determination
☐ School
☐ Employment
☐ Other _____

WHAT INFORMATION CAN BE DISCLOSED? Complete the following by indicating those items that you want disclosed. The signature of a minor patient is required for the release of some of these items. If all health information is to be released, then check only the first box.

☐ All health information	☐ History/Physical Exam	☐ Past/Present Medications	☐ Lab Results
☐ Physician's Orders	☐ Patient Allergies	☐ Operation Reports	☐ Consultation Reports
☐ Progress Notes	☐ Discharge Summary	☐ Diagnostic Test Reports	☐ EKG/Cardiology Reports
☐ Pathology Reports	☐ Billing Information	☐ Radiology Reports & Images	☐ Other _____

Your initials are required to release the following information:

_____ Mental Health Records (excluding psychotherapy notes) _____ Genetic Information (including Genetic Test Results)
_____ Drug, Alcohol, or Substance Abuse Records _____ HIV/AIDS Test Results/Treatment

EFFECTIVE TIME PERIOD. This authorization is valid until the earlier of the occurrence of the death of the individual; the individual reaching the age of majority; or permission is withdrawn; or the following specific date (optional): Month _____ Day _____ Year _____

RIGHT TO REVOKE: I understand that I can withdraw my permission at any time by giving written notice stating my intent to revoke this authorization to the person or organization named under "WHO CAN RECEIVE AND USE THE HEALTH INFORMATION." I understand that prior actions taken in reliance on this authorization by entities that had permission to access my health information will not be affected.

SIGNATURE AUTHORIZATION: I have read this form and agree to the uses and disclosures of the information as described. I understand that refusing to sign this form does not stop disclosure of health information that has occurred prior to revocation or that is otherwise permitted by law without my specific authorization or permission, including disclosures to covered entities as provided by Texas Health & Safety Code § 181.154(c) and/or 45 C.F.R. § 164.502(a)(1). I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and may no longer be protected by federal or state privacy laws.

SIGNATURE X _____

Signature of Individual or Individual's Legally Authorized Representative

DATE _____

Printed Name of Legally Authorized Representative (if applicable): _____

If representative, specify relationship to the individual: ☐ Parent of minor ☐ Guardian ☐ Other _____

A minor individual's signature is required for the release of certain types of information, including for example, the release of information related to certain types of reproductive care, sexually transmitted diseases, and drug, alcohol or substance abuse, and mental health treatment (See, e.g., Tex. Fam. Code § 32.003).

SIGNATURE X _____

Signature of Minor Individual

DATE _____

IMPORTANT INFORMATION ABOUT THE AUTHORIZATION TO DISCLOSE PROTECTED HEALTH INFORMATION

Developed for Texas Health & Safety Code § 181.154(d)
effective June 2013

The Attorney General of Texas has adopted a standard Authorization to Disclose Protected Health Information in accordance with Texas Health & Safety Code § 181.154(d). This form is intended for use in complying with the requirements of the Health Insurance Portability and Accountability Act and Privacy Standards (HIPAA) and the Texas Medical Privacy Act (Texas Health & Safety Code, Chapter 181). **Covered Entities may use this form or any other form that complies with HIPAA, the Texas Medical Privacy Act, and other applicable laws.**

Covered entities, as that term is defined by HIPAA and Texas Health & Safety Code § 181.001, must obtain a signed authorization from the individual or the individual's legally authorized representative to electronically disclose that individual's protected health information. Authorization is not required for disclosures related to treatment, payment, health care operations, performing certain insurance functions, or as may be otherwise authorized by law. (Tex. Health & Safety Code §§ 181.154(b),(c), § 241.153; 45 C.F.R. §§ 164.502(a)(1); 164.506, and 164.508).

The authorization provided by use of the form means that the organization, entity or person authorized can disclose, communicate, or send the named individual's protected health information to the organization, entity or person identified on the form, including through the use of any electronic means.

Definitions - In the form, the terms "treatment," "healthcare operations," "psychotherapy notes," and "protected health information" are as defined in HIPAA (45 CFR 164.501). "Legally authorized representative" as used in the form includes any person authorized to act on behalf of another individual. (Tex. Occ. Code § 151.002(6); Tex. Health & Safety Code §§ 166.164, 241.151; and Tex. Probate Code § 3(aa)).

Health Information to be Released - If "All Health Information" is selected for release, health information includes, but is not limited to, all records and other information regarding health history, treatment, hospitalization, tests, and outpatient care, and also educational records that may contain health information. As indicated on the form, specific authorization is required for the release of information about certain sensitive conditions, including:

- Mental health records (excluding "psychotherapy notes" as defined in HIPAA at 45 CFR 164.501).
- Drug, alcohol, or substance abuse records.
- Records or tests relating to HIV/AIDS.
- Genetic (inherited) diseases or tests (except as may be prohibited by 45 C.F.R. § 164.502).

Note on Release of Health Records - This form is not required for the permissible disclosure of an individual's protected health information to the individual or the individual's legally authorized representative. (45 C.F.R. §§ 164.502(a)(1)(i), 164.524; Tex. Health & Safety Code § 181.102). If requesting a copy of the individual's health records with this form, state and federal law allows such access, unless such access is determined by the physician or mental health provider to be harmful to the individual's physical, mental or emotional health. (Tex. Health & Safety Code §§ 181.102, 611.0045(b); Tex. Occ. Code § 159.006(a); 45 C.F.R. § 164.502(a)(1)). If a healthcare provider is specified in the "Who Can Receive and Use The Health Information" section of this form, then permission to receive protected health information also includes physicians, other health care providers (such as nurses and medical staff) who are involved in the individual's medical care at that entity's facility or that person's office, and health care providers who are covering or on call for the specified person or organization, and staff members or agents (such as business associates or qualified services organizations) who carry out activities and purposes permitted by law for that specified covered entity or person. If a covered entity other than a healthcare provider is specified, then permission to receive protected health information also includes that organization's staff or agents and subcontractors who carry out activities and purposes permitted by this form for that organization. Individuals may be entitled to restrict certain disclosures of protected health information related to services paid for in full by the individual (45 C.F.R. § 164.522(a)(1)(vi)).

Authorizations for Sale or Marketing Purposes - If this authorization is being made for sale or marketing purposes and the covered entity will receive direct or indirect remuneration from a third party in connection with the use or disclosure of the individual's information for marketing, the authorization must clearly indicate to the individual that such remuneration is involved. (Tex. Health & Safety Code §§ 181.152, .153; 45 C.F.R. § 164.508(a)(3), (4)).

Limitations of this form - This authorization form shall not be used for the disclosure of any health information as it relates to: (1) health benefits plan enrollment and/or related enrollment determinations (45 C.F.R. § 164.508(b)(4)(ii), .508(c)(2)(ii)); (2) psychotherapy notes (45 C.F.R. § 164.508(b)(3)(ii)); or for research purposes (45 C.F.R. § 164.508(b)(3)(i)).

Use of this form does not exempt any entity from compliance with applicable federal or state laws or regulations regarding access, use or disclosure of health information or other sensitive personal information (e.g., 42 CFR Part 2, restricting use of information pertaining to drug/alcohol abuse and treatment), and does not entitle an entity or its employees, agents or assigns to any limitation of liability for acts or omissions in connection with the access, use, or disclosure of health information obtained through use of the form.

Charges - Some covered entities may charge a retrieval/processing fee and for copies of medical records. (Tex. Health & Safety Code § 241.154).

Right to Receive Copy - The individual and/or the individual's legally authorized representative has a right to receive a copy of this authorization.

Form 6-35

Records Authorization—Financial

I, **[name]**, authorize **[name of bank or other financial institution]** to release all financial records and information to **[name]** and the law firm of **[name of law firm]**. This authorization specifically includes the following:

1. The credit file, loan file, and copies or originals of all promissory notes, guaranty agreements, or other obligations and all financial statements, profit and loss statements, balance sheet statements, and operating statements submitted or executed by **[name of party]** or any of the following entities: **[names of partnerships, corporations, or other entities in which the party has an interest]**.

2. All signature cards, deposit-box rental agreements, deposit-box entry records, records of assets in safekeeping, bank statements, deposit records, withdrawal records of all checking accounts, savings accounts, certificates of deposit, or interest-bearing accounts maintained in the name of **[name of party]** or on which that person had the right to draw for the period **[date]** to the date of production thereof, including but not limited to the following:

a. Account number **[number]** in the name of **[name of account]**.

b. **[Continue with identification of other accounts.]**

3. All contractual agreements between **[name of bank or other financial institution]** and **[name]**, including but not limited to lines of credit, contracts for drafting authority, and security agreements for the period **[date]** to the date of production thereof.

4. All the above records maintained for the benefit of **[name of party]** in the Trust Department.

I authorize reliance on a photocopy of this authorization.

[Name]

Social Security number [number]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of person acknowledging].

Notary Public, State of Texas

Form 6-36**Written Authorization for Disclosure of Substance Use Disorder
Patient Records under 42 C.F.R. Part 2**

I, **[[name of patient]/[name of parent or guardian of patient]/[name of person authorized to sign in lieu of patient]]**, authorize:

[Name or general designation of substance use disorder program, entity, or individual permitted to make the disclosure] to disclose **[kind and amount of information to be disclosed, including an explicit description of the substance use disorder information that may be disclosed]** regarding **[name, address, Social Security number, and date of birth of patient]** to **[name[s], address[es], and telephone number[s] of individuals to whom disclosure is to be made]** for **[purpose of the disclosure]** in Cause No. **[full style of suit]**.

I am **[the patient/a parent of the patient/the guardian of the patient/a person authorized to sign in lieu of the patient]** whose records are the subject of this authorization.

In accordance with 42 C.F.R. § 2.32, each disclosure made with this written consent must be accompanied by one of the following written statements:

(1) This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (see § 2.31). The federal

rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at §§ 2.12(c)(5) and 2.65; or

(2) 42 CFR part 2 prohibits unauthorized disclosure of these records.

This consent is subject to revocation at any time except to the extent that the program or person permitted to make the disclosure has already acted in reliance on it. If not previously revoked, this consent will terminate on [**specific date, event, or condition**].

Date of authorization: _____

[Name of patient/name of parent or
guardian of patient/name of person
authorized to sign in lieu of patient]

Forms 6-37 through 6-40 are reserved.

Form 6-41

Notice of Lis Pendens

STATE OF TEXAS)

COUNTY OF)

Notice is given that on **[date]** a lawsuit, styled “**[style of case]**,” bearing Cause No. **[number]**, which may affect the title to real property, was commenced by Petitioner, **[name]**, against Respondent, **[name]**, in **[designation]** Court in **[county]** County, Texas.

The purpose of the lawsuit is to obtain a divorce, to adjudicate the separate or community character of the property, and to obtain a division of that property between the parties.

The real property affected by this proceeding is: **[legal description of the property]**.

[Name]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____
by **[name of person acknowledging]**.

Notary Public, State of Texas

When recorded, please return this instrument to:

[Name of attorney]

[Firm]

[Address]

Not later than the third day after the date a person files a notice of lis pendens for record, the person must serve a copy of the notice on each party to the action who has an interest in the real property affected by the notice. [Tex. Prop. Code § 12.007](#)(d).

Form 6-42

Release of Lis Pendens

STATE OF TEXAS)

COUNTY OF)

The lis pendens filed by the undersigned on **[date]** and filed of record with the County Clerk of **[county]** County, Texas, in volume **[volume]**, page **[page]**, of the Real Property Records is released, canceled, and annulled as to the following described property: **[legal description of the property]**.

[Name]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of person acknowledging].

Notary Public, State of Texas

When recorded, please return this instrument to:

[Name of attorney]**[Firm]****[Address]**

Form 6-43

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Cancel Lis Pendens

This Motion to Cancel Lis Pendens is filed by [name of movant], [party designation], who shows in support:

1. [Name] filed a lis pendens on [date] affecting the following real property: [legal description of the property].

Select one of the following.

2. [Name] can be adequately protected by the deposit of money into the Court. [Name of movant] offers to deposit \$[amount] into the registry of the Court until the resolution of this divorce proceeding.

Or

2. [Name] can be adequately protected by the giving of an undertaking. [Name of movant] will make the following undertakings: [describe undertakings].

Continue with the following.

[Name of movant] prays that the Court grant this Motion to Cancel Lis Pendens.

[Name]Attorney for **[name of movant]**

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]****Notice of Hearing**

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk**Certificate of Service**

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]Attorney for **[name of movant]**

Form 6-44

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Cancel Lis Pendens

On [date] the Court considered the Motion to Cancel Lis Pendens of [name of movant].

The real property affected by this order is as follows: [legal description of the property].

If appropriate, include payment of amount into court or undertaking required of prevailing party under [Tex. Prop. Code § 12.008\(b\), \(c\)](#).

IT IS ORDERED that the lis pendens on the real property described above is canceled.

SIGNED on _____.

JUDGE PRESIDING

Form 6-45

Evidence, including declarations, may be filed with this motion. Notice of the motion must be served on each affected party on or before the twentieth day before the date of hearing. [Tex. Prop. Code § 12.0071\(a\)\(2\), \(d\)](#).

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Expunge Lis Pendens

This Motion to Expunge Lis Pendens is filed by **[name of movant]**, **[party designation]**, who shows in support:

1. **[Name]** filed a notice of lis pendens on **[date]** affecting the following real property: **[legal description of the property]**.

Select one or more of the following.

2. The pleading on which the notice of lis pendens is based does not contain a real property claim.

And/Or

3. The real property claim contained in the notice of lis pendens is not valid.

And/Or

4. **[Name]** did not serve a copy of the notice of lis pendens on each party entitled to a copy under section 12.007(d) of the Texas Property Code.

Continue with the following.

[Name of movant] prays that the Court grant this Motion to Expunge Lis Pendens.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for Movant

Form 6-46

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Expunge Lis Pendens

On [date] the Court considered the Motion to Expunge Lis Pendens of [name of movant].

The real property affected by this order is as follows: [legal description of the property].

Select one of the following.

IT IS ORDERED that the notice of lis pendens filed on the real property described above is expunged.

Or

IT IS ORDERED that the Motion to Expunge Lis Pendens is DENIED.

If applicable, include undertaking required of prevailing party under [Tex. Prop. Code § 12.0071\(g\)](#).

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Forms 6-47 through 6-50 are reserved.

Form 6-51

Retirement Benefits Checklist**For All Plans:**

This part of the checklist and information requests should be completed as soon as possible and before mediation or negotiations take place.

- ☐ Request that the plan freeze the participant's benefit to prevent distributions/withdrawals
- ☐ Request a Summary Plan Description (SPD)
- ☐ Request QDRO Procedures and model QDROs
- ☐ Request complete (i.e., no screenshots) and current benefits statements and/or a benefit estimate
- ☐ Request complete benefits statements from the date of marriage if the participant worked at the company before marriage or it is anticipated that there will be a separate-property claim
- ☐ Review all documents received and determine what benefits are available and how they can be divided, specifically:

What type of plan is it (defined benefit vs. defined contribution)?

When is the benefit payable to an alternate payee?

How is the benefit payable (e.g., lump sum, monthly benefit)?

- ☐ Determine which party is responsible for preparing and paying for the QDRO

For Defined Contribution Plans (e.g., 401(k) plans, profit-sharing plans):

This part of the checklist focuses on considerations specific to defined contribution plans. This information should be determined before coming to an agreement on the division, in order to ensure that what is negotiated is a division allowed under the plan.

Determine the following:

- ☐ Is the participant fully vested?
- ☐ Does the plan permit unvested amounts to be divided?
- ☐ Is there a current outstanding loan? If yes,

What is the outstanding value?

When was the loan taken out?

Was it used for community purposes?

- ☐ Is there a separate-property claim? If so,

Is it possible to obtain the value at the date of marriage?

Do you have the statements and data needed to do a tracing on the account?

- ☐ Is there a QDRO review fee charged by the plan? If so,

What is the amount of the fee?

Who can the fee be assigned to (participant, alternate payee, split)?

- ☐ What method of divisions are allowed (e.g., percentage, dollar amount)?

Note: Many plans will not divide between two dates or perform a calculation (e.g., 50 percent of the balance minus \$10,000). It is critical that attorneys know what divisions are allowed to avoid issues when drafting the QDRO.

Note: Some plans will accept only whole percentages, and it is wise to confirm.

- ☐ What valuations dates are permitted?

Earliest date allowed?

Note: Plans change recordkeepers, and not all data is turned over. If trying to divide the benefit in such a way that a prior date is being used, make sure the information is available.

Special dates of division (e.g., plan will accept only an end-of-month division date)

- ☐ Should gains and losses be included or excluded?

Note: Gains and losses may be included when the award is a flat dollar amount.

- ☐ Should the value of any outstanding loans be included or excluded?

For Defined Benefit Plans (e.g., traditional pension plans, cash balance plans)

This part of the checklist focuses on considerations specific to defined benefit plans. This information should be determined before coming to an agreement on the division, in order to ensure that what is negotiated is a division allowed under the plan.

Determine the following:

- ☐ Is the participant in pay status and already receiving benefits?
- ☐ If the participant is in pay status, does the form of payment elected provide for survivor benefits?
- ☐ What is the estimated monthly benefit at normal retirement age based on current salary and service?

Note: Unless otherwise requested, most estimates are run assuming that the participant works until age sixty-five. This will give a much higher benefit amount than what the alternate payee would actually be entitled to, since it includes future salary increases and additional service after the date of divorce.

- ☐ Is there a separate property component? If so,

What formula should be used? (*Berry* if not in pay status, *Taggart* if in pay status)

- ☐ Should a shared-interest or separate-interest QDRO be used?
- ☐ Does the plan provide for cost-of-living adjustments?
- ☐ Does the plan provide for early retirement subsidies?
- ☐ Does the plan have any other benefits or features that need to be considered?
- ☐ Are survivor benefits needed to secure the alternate payee's benefit and if so,

Which survivor benefits?

To what extent?

- ☐ When can the alternate payee receive the benefit and in what form of payment?

MSA/Decree Language

It is important to remember that a QDRO cannot change the property award. All terms of the division should be in the MSA and decree. If they are not included, they were not awarded.

Also, make sure to use language appropriate for the benefits being divided. Gains and losses should not be referenced for a pension, and cost-of-living adjustments should not be referenced for a 401(k). Improper language can cause issues when drafting the QDRO.

Make sure the following are included in your language:

- ☐ The full and accurate plan name

Note: Unless the participant works for Fidelity, “Fidelity 401(k)” is NOT the plan name.

- ☐ The precise method of division
- ☐ The date of division (typically the date of the MSA or date of divorce)
- ☐ All features (e.g., loans, survivor benefits) awarded
- ☐ Who is responsible for the QDRO preparation and submission and for all fees associated with it?

Special Consideration for Defined Contribution Plans:

- ☐ If gains and losses are not included, determine how to handle the shortfall if the amount available at segregation is less than the amount awarded. Will the QDRO award the alternate payee 100 percent of the account balance in this event? How will the deficiency be handled?

Special Consideration for Defined Benefit Plans:

- ☐ If the participant is already receiving a monthly benefit, will the participant have to pay the alternate payee the portion of the benefit between the date of divorce and the date the plan starts paying the alternate payee directly? If so, be specific as to how and use enforceable language.

Form 6-52

Notice Letter—Pension Claim

[Date]

To: [name and address of employer]

[Salutation]

Notice under the provisions of chapter 82 of the Texas Labor Code is given that in Cause No. [number] styled “[style of case]” in the [designation] Court of [county] County, Texas, a dissolution of marriage lawsuit is pending in which [name] is Petitioner and [name] is Respondent.

My client, [name], claims an interest in all retirement, stock bonus, pension, disability or death benefit, savings, profit-sharing, or other employee benefit plans of your employee [name of employee], whose Social Security number is [number], and requests that no payment or refund be made while the litigation is pending.

Sincerely yours,

[Name of attorney]

c: [pension trustee and address]

Form 6-53

An unsworn declaration may be used in place of an affidavit. See section 8.58 of the practice notes and form 8-27.

Include the following notice if a minor is named in the caption or if the affidavit contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit Concerning Cost and Necessity of Services

[Name] appeared in person before me today and stated on oath:

“My name is [name of affiant]. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

Select one of the following.

“On [date] I provided a service to [name of recipient]. An itemized statement of the service and the charge for the service is attached to this affidavit and is a part of this affidavit.

Or

“I am the person in charge of records of [name of service provider]. Attached to this affidavit are records that provide an itemized statement of the service and the charge for the service that [name of service provider] provided to [name of recipient] on [date]. The attached records are a part of this affidavit.

“I keep the attached records in the regular course of business. The information contained in the records was transmitted to me in the regular course of business by [name of ser-

vice provider] or an employee or representative of [**name of service provider**] who had personal knowledge of the information. The records were made at or near the time or reasonably soon after the time that the service was provided. The records are the original or an exact duplicate of the original.

Continue with the following.

“The service [I] provided was necessary and the amount [that I] charged for the service was reasonable at the time and place that the service was provided.”

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [Petitioner/Respondent]

Chapter 7

Inventory and Appraisement

Form 7-1	Inventory and Appraisement	593
Form 7-2	Instructions for Preparation of Marital Property Inventory Worksheet	631
Form 7-3	Marital Property Inventory Worksheet.	638
Form 7-4	Information Required to Evaluate Rights of Reimbursement	698

Form 7-1

If the inventory is filed, include the following notice if a minor is named in the caption or if the inventory contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Inventory and Appraisement of [name of party]

[Name], [Petitioner/Respondent], submits this inventory and appraisement of all assets and liabilities, community and separate estates, as follows:

Community Estate of the Parties

- 1. Real Property** (include any property purchased by contract for deed, such as Texas Veterans Land Board property, property purchased in recreational developments, and time-shares)

1.1. Street address:

County of location:

Description of improvements, if any:

Legal description:

Current fair market value (as of [date]): \$[amount]

Name of mortgage company and account number, if
any:

Current balance of mortgage (as of [date]): \$[amount]

Other liens against property (as of [date]): \$[amount]

Current net equity in property: \$[amount]

Source(s) of value:

Repeat for each piece of real estate.

- 2. Mineral Interests** (include any property in which the parties own the mineral estate, separate and apart from the surface estate, such as oil and gas leases; also include royalty interests, working interests, and producing and nonproducing oil and gas wells)

2.1. Name of mineral interest/lease/well:

Type of interest:

County of location:

Legal description:

Name of producer/operator:

Current value (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

- 3. Other Real Property-Related Assets** (include any other assets and property rights related to real property, e.g., surface water rights, groundwater rights, crop share leases, hunting leases, wind power leases, solar power leases, timber rights, and so forth)

3.1. Description of asset or property right:

County of location:

Legal description:

Ownership percentage:

Name(s) of any other owner(s) and respective percentage(s):

Current value (as of [date]):

\$[amount]

Source(s) of value:

Repeat for each such item of property.

- 4. Cash and Accounts with Financial Institutions** (include cash, traveler's checks, money orders, and accounts with commercial banks, savings banks, credit unions, and funds on deposit with attorneys and other third parties; exclude accounts with brokerage houses and all retirement accounts)

4.1. Name of financial institution:

Account name:

Account number:

Type of account: [checking/savings/money market/
certificate of deposit]

Name(s) on withdrawal cards:

Current account balance (as of [date]):

\$[amount]

Source(s) of value/balance:

Repeat for each such item of property.

5. Brokerage and Mutual Fund Accounts

5.1. Name of brokerage firm or mutual fund:

Address of brokerage firm or mutual fund:

Name(s) account held in:

Name of account (and subaccounts if any):

Account number (and numbers of subaccounts if any):

Margin loan balance (as of **[date]**): **[\$[amount]**

Value of community interest in each account (and subaccounts if any) (as of **[date]**): **[\$[amount]**

Tax basis of each security held: **[\$[amount]**

Source(s) of value:

Repeat for each such item of property.

6. Publicly Traded Stocks, Bonds, and Other Securities (include securities not in a brokerage account, mutual fund, or retirement fund)

6.A. Stocks

6.A.1. Name of security:

Number of shares:

Type of security: [common stock/preferred stock/[**other security**]]:

Certificate number(s):

Location of certificate(s):

Name of exchange on which listed:

Pledged as collateral? [Yes/No]

Date acquired:

Tax basis: \$[**amount**]

Current market value (as of [**date**]): \$[**amount**]

Value of community interest (as of [**date**]): \$[**amount**]

Source(s) of value:

Repeat for each such item of property.

6.B. Bonds

6.B.1. Name of issuer:

Address:

Serial number of bond:

Denomination:

Date acquired:

Cost: \$[**amount**]

Registered owner:

Source of funds:

Interest rate:

Interest payable:

Convertible:

Due date:

Pledged: [Yes/No]

Value (as of [date]):

\$(amount)

Value of community interest (as of [date]):

\$(amount)

Source(s) of value:

Repeat for each such item of property.

7. Employee Stock Benefit Plans (include all stock options (qualified and nonqualified), restricted stock awards (RSAs), restricted stock units (RSUs), and Employee Stock Purchase Plans)

7.A. Stock Options (include all stock options, whether exercisable, nonexercisable, vested, nonvested, transferable, or nontransferable, regardless of any restrictions on transfer, but if the stock was once an option and is currently owned without restrictions, list that stock under section 5.)

7.A.1. Name of company:

Date of option/grant:

Number of options:

Vesting schedule:

Are the options exercisable? [Yes/No]

Are the options registered? [Yes/No]

Current stock price:

Strike price:

If purchased, total purchase price of option contract (including commissions): \$[amount]

Current net market value (as of [date]): \$[amount]

Value of community interest (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

7.B. *Restricted Stock* (include all restricted stock awards and restricted stock units regardless of any restrictions on transfer, but if the stock was once restricted and is currently owned without restrictions, list that stock under section 5.)

7.B.1. Name of company:

Date of award/grant:

Number of shares/units:

Vesting schedule:

Current stock price:

Current net market value (as of [date]): \$[amount]

Value of community interest (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

7.C. Employee Stock Purchase Plan

7.C.1. Name of company:

Number of shares/units:

Current stock price:

Current net market value (as of [date]): \$[amount]

Value of community interest (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

8. Bonuses

8.1. Name of company:

Spouse earning bonus:

Date bonus expected to be paid:

Time period covered by bonus:

Anticipated amount of bonus: \$[amount]

Source(s) of value:

Repeat for each such item of property.

9. Closely Held Business Interests (include sole proprietorships, professional practices, corporations, partnerships, limited liability companies and partnerships, joint ventures, and other nonpublicly traded business entities)

9.1. Name of business:

Address:

Type of business organization:

Percentage of ownership (if partnership or LLC):

Number of shares owned (if corporation):

Value (as of [**date**]): \$[**amount**]

Balance of accounts receivable if on cash basis accounting: \$[**amount**]

Balance of liabilities if on cash basis accounting: <\$[**amount**]>

Source(s) of value:

Assets owned by business (include financial accounts, real property, vehicles, equipment, etc. owned by the business):

Repeat for each such item of property.

10. Retirement Benefits

10.A. Defined Contribution Plans (a plan that provides for an individual account for a participant and for benefits based solely

on the amount contributed to the participant's account; IRC §§ 401(k), 403(b))

10.A.1. Exact name of plan:

Name and address of plan administrator:

Employee spouse:

Employer:

Starting date of creditable service:

Account name:

Account number:

Account balance as of date of marriage:

Payee of survivor benefits:

Designated beneficiary(ies):

Current account balance (as of [date]): \$[amount]

Balance of loan against plan: \$[amount]

Value of community interest in plan (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

10.B. Defined Benefit Plan (any plan that is not a defined contribution plan and that usually involves payment of benefits according to a formula)

10.B.1. Exact name of plan:

Name and address of plan administrator:

Employee spouse:

Employer:

Starting date of creditable service:

Designated beneficiary(ies):

Payee of survivor benefits:

Description of benefits:

Value of community interest in plan (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

10.C. IRA/SEP

10.C.1. Name of financial institution:

Account name:

Account number:

Payee of survivor benefits:

Designated beneficiary(ies):

Current account balance (as of [date]): \$[amount]

Value of community interest (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

10.D. Military Benefits

10.D.1. Branch of service:

Name of servicemember:

Rank/pay grade of servicemember:

Starting date of creditable service:

Status of servicemember: [active/reserve/retired]

Payee of survivor benefits:

Description of benefits:

Monthly benefit payable: \$[amount]

Value of community interest in plan (as of [date]): \$[amount]

Percentage of plan that is community: [percent]%

Source(s) of value:

Repeat for each such item of property.

10.E. Nonqualified Plans (Not under ERISA)

10.E.1. Name of financial institution:

Account name:

Account number:

Account balance as of date of marriage:

Payee of survivor benefits:

Designated beneficiary(ies):

Value of community interest in plan (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

10.F. *Government Benefits* (civil service, teacher, railroad, state,
and local)

10.F.1. Name of plan:

Account name:

Account number:

Account balance as of date of marriage:

Payee of survivor benefits:

Designated beneficiary(ies):

Value of community interest in plan (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

11. Other Deferred Compensation Benefits (e.g., worker's compensation, disability benefits, other "special payments," and any other forms of compensation)

11.1. **[Name of party A]**—description of assets:

Value: \$[amount]

Source(s) of value:

11.2. **[Name of party B]**—description of assets:

Value: \$[amount]

Source(s) of value:

Repeat for each such item of property.

12. Insurance and Annuities

12.A. Life Insurance

12.A.1. Name of insurance company:

Policy number:

Name of insured:

Name of owner:

Type of insurance: [term/whole/universal]

Amount of premiums [monthly/quarterly/
semiannually]: \$[amount]

Date of issue:

Face amount:

Cash surrender value on date of marriage:

Current cash surrender value: \$[amount]

Designated beneficiary(ies):

Balance of loan against policy: \$[amount]

Value of community interest (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

12.B. Annuities

12.B.1. Name of company:

Policy number:

Name of annuitant:

Name of owner:

Type of annuity:

Amount of premiums [monthly/quarterly/
semiannually]: \$[amount]

Date of issue:

Face amount:

Designated beneficiary(ies):

Value on date of marriage:

Current value (as of [date]): \$[amount]

Balance of loan against policy: \$[amount]

Value of community interest (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

12.C. Health Savings Accounts

12.C.1. Institution holding account:

Account number:

Name of high-deductible health plan with which the
HSA is coupled:

Value of assets in account (as of [date]): \$[amount]

Source(s) of value:

Repeat for each such item of property.

12.D. Medical Savings Accounts

12.D.1. Institution holding account:

Account number:

Name of high-deductible health plan with which the
MSA is coupled:

Value of assets in account (as of [**date**]): \$[**amount**]

Source(s) of value:

Repeat for each such item of property.

13. Motor Vehicles, Boats, Airplanes, Cycles, Etc. (include mobile homes, trailers, and recreational vehicles, but do not include vehicles owned by a business entity)

13.1. Year:

Make:

Model:

Name on title:

In possession of:

Vehicle identification number:

Name of creditor if loan against vehicle:

Current balance (as of [**date**]): \$[**amount**]

Current fair market value (as of [**date**]): \$[**amount**]

Current net equity in vehicle: \$[**amount**]

Source(s) of value:

Repeat for each such item of property.

14. Money Owed to Me or My Spouse (do not include any expected federal or state income tax refund or receivables connected with a business entity)

14.1. Name of debtor:

Debtor's relationship to you:

Is debt evidenced in writing? [Yes/No]

Is debt secured? [Yes/No]

Current loan amount owed (as of **[date]**): **\$[amount]**

Source(s) of value:

Repeat for each such item of property.

15. Household Furniture, Furnishings, and Fixtures

15.1. In possession of **[name of party A]** (attach separate sheet by room if necessary):

Description and value of each item in possession of
[name of party A]: **\$[amount]**

Source(s) of value:

15.2. In possession of **[name of party B]** (attach separate sheet by room if necessary):

Description and value of each item in possession of
[name of party B]: **\$[amount]**

Source(s) of value:

16. Electronics and Computers

16.1. In possession of [**name of party A**] (attach separate sheet if necessary):

Description and value of each item in possession of

[**name of party A**]: \$[**amount**]

Source(s) of value:

16.2. In possession of [**name of party B**] (attach separate sheet if necessary):

Description and value of each item in possession of

[**name of party B**]: \$[**amount**]

Source(s) of value:

17. Antiques, Artwork, and Collections (include any works of art, such as paintings, tapestry, rugs, and coin or stamp collections)

17.1. In possession of [**name of party A**] (attach separate sheet if necessary):

Description and value of each item in possession of

[**name of party A**]: \$[**amount**]

Source(s) of value:

17.2. In possession of [**name of party B**] (attach separate sheet if necessary):

Description and value of each item in possession of

[**name of party B**]: \$[**amount**]

Source(s) of value:

18. Miscellaneous Sporting Goods and Firearms

18.1. In possession of [**name of party A**] (attach separate sheet if necessary):

Description and value of each item in possession of

[**name of party A**]: \$[**amount**]

Source(s) of value:

18.2. In possession of [**name of party B**] (attach separate sheet if necessary):

Description and value of each item in possession of

[**name of party B**]: \$[**amount**]

Source(s) of value:

19. Jewelry and Other Personal Items

19.1. In possession of [**name of party A**] (attach separate sheet if necessary):

Description and value of each item in possession of

[**name of party A**]: \$[**amount**]

Source(s) of value:

19.2. In possession of [**name of party B**] (attach separate sheet if necessary):

Description and value of each item in possession of

[**name of party B**]: \$[**amount**]

Source(s) of value:

20. Livestock and Pets (include cattle, horses, frozen semen or embryos, dogs, cats, and so forth)

20.1. In possession of [**name of party A**] (attach separate sheet if necessary):

Description and value of each item in possession of

[**name of party A**]:

\$[**amount**]

Source(s) of value:

20.2. In possession of [**name of party B**] (attach separate sheet if necessary):

Description and value of each item in possession of

[**name of party B**]:

\$[**amount**]

Source(s) of value:

21. Club Memberships

21.1. Name of club:

Name membership held in:

Account number:

Current value (as of [**date**]):

\$[**amount**]

Source(s) of value:

Repeat for each such item of property.

22. Travel Award Benefits (include frequent-flyer mileage accounts)

22.1. Name of airline:

Account number and name on account:

Current number of miles or points (as of **[date]**):

Current value (if any): **\$[amount]**

Source(s) of value:

Repeat for each such item of property.

23. Other Assets

23.A. Miscellaneous Assets (include intellectual property (such as musical, literary, and artistic/creative works; discoveries and inventions; copyright, trademarks, patents, and so forth), licenses, crops, farm equipment, construction equipment, tools, leases, cemetery lots, gold or silver coins not part of a collection described elsewhere in this inventory, estimated tax payments, tax overpayments, loss carry-forward deductions, lottery tickets/winnings, stadium bonds, stadium seat licenses, seat options, season tickets, ranch brands, and business names)

23.A.1. In possession of **[name of party A]** (attach separate sheet if necessary):

Description and value of each item in possession of
[name of party A]:

\$[amount]

Source(s) of value:

23.A.2. In possession of [**name of party B**] (attach separate sheet if necessary):

Description and value of each item in possession of
[**name of party B**]:

\$[**amount**]

Source(s) of value:

23.B. *Digital Assets* (identify assets—anything that exists in digital form, i.e., data in the form of binary digits, including such things as Bitcoin or other forms of cryptocurrency, e-mail addresses, social network accounts, websites, domain names, digital media such as pictures, music, e-books, movies, and videos, blogs, reward points, digital storefronts, artwork, and data storage accounts)

23.B.1. In possession of [**name of party A**] (attach separate sheet if necessary):

Description and value of each item in possession of
[**name of party A**]:

\$[**amount**]

Source(s) of value:

23.B.2. In possession of [**name of party B**] (attach separate sheet if necessary):

Description and value of each item in possession of
[**name of party B**]:

\$[**amount**]

Source(s) of value:

23.C. *Virtual Assets* (identify assets—intangibles used in virtual worlds or MMORPGs (massively multiplayer online role playing games), virtual pets, avatars, accessories for characters, prizes, virtual real estate, and virtual currency)

23.C.1. In possession of [**name of party A**] (attach separate sheet if necessary):

Description and value of each item in possession of
[**name of party A**]:

\$[amount]

Source(s) of value:

23.C.2. In possession of [**name of party B**] (attach separate sheet if necessary):

Description and value of each item in possession of
[**name of party B**]:

\$[amount]

Source(s) of value:

23.D. *Tax Assets* (tax refunds, estimated tax payments, carryovers, carryforwards, etc.)

23.D.1. Income tax refunds

Income tax year for the refund:

Amount of income tax refund:

\$[amount]

23.D.2. Estimated tax payments

Applicable income tax year:

Amount of estimated payments made: \$[amount]

23.D.3. Income tax carryover/carryforward

Applicable income tax year:

Amount of income tax carryover/carryforward: \$[amount]

24. Safe-Deposit Boxes

24.1. Name of financial institution or other depository:

Box number:

Names of persons with access to contents:

Items in safe-deposit box:

Value(s) of items in safe-deposit box:

Source(s) of value:

Repeat for each safe-deposit box.

25. Storage Facilities

25.1. Name and location:

Unit number:

Terms and length of lease:

Names of persons with access to contents:

Items in storage unit:

Value(s) of items in storage unit:

Source(s) of value:

Repeat for each storage facility.

26. Community Claim for Reimbursement

26.1. Reimbursement claim against [**name of party A**]'s separate estate:

Basis of claim:

Amount claimed (as of [**date**]): \$[**amount**]

Source(s) of value:

26.2. Reimbursement claim against [**name of party B**]'s
separate estate:

Basis of claim:

Amount claimed (as of [**date**]): \$[**amount**]

Source(s) of value:

Repeat for each such claim.

27. Reconstitution of the Community Estate for Fraud on the Community

27.1. [**Name of party A**]'s claim for reconstitution of the community estate

Value: \$[**amount**]

Source(s) of value:

27.2. [Name of party B]'s claim for reconstitution of the community estate

Value: \$[amount]

Source(s) of value:

28. Contingent Assets (e.g., lawsuits by either party against a third party)

28.1. Nature of claim:

Amount of claim: \$[amount]

Source(s) of value:

Repeat for each such asset.

Separate Estates of the Parties

(generally defined as assets owned before marriage or assets acquired during marriage by gift or inheritance or as a result of personal injury; may include real property, mineral interests, cash and financial accounts, brokerage and mutual fund accounts, stocks, bonds, other securities, stock options, bonuses, closely held business interests, retirement benefits, deferred compensation benefits, insurance and annuities, vehicles, boats, airplanes, cycles, notes receivable, household furnishings, electronics, antiques, art, miscellaneous sporting goods and firearms, jewelry and other personal items, livestock, club memberships, travel awards, miscellaneous assets, digital assets, virtual assets, and contingent assets)

29. Separate Assets of [name of party A]

29.1. Description of asset:

Date property acquired:

How acquired (e.g., by gift, by devise, by descent, or
owned before marriage):

Current value (as of **[date]**): **[\$[amount]]**

Source(s) of value:

- 29.2. **[Name of party A]**'s separate reimbursement claim against community
estate:

Value (as of **[date]**): **[\$[amount]]**

Source(s) of value:

- 29.3. **[Name of party A]**'s separate reimbursement claim against **[name of party
B]**'s separate estate:

Value (as of **[date]**): **[\$[amount]]**

Source(s) of value:

Repeat for each such asset or claim.

30. Liabilities of **[name of party A]**'s Separate Estate

- 30.1. Description of liability:

Date of liability:

How liability acquired:

Amount of liability (as of **[date]**): **<[\$[amount]]>**

Source(s) of amount:

- 30.2. [Name of party B]'s separate property reimbursement claim against [name of party A]'s separate estate:

Value (as of [date]): <\$[amount]>

Source(s) of value:

- 30.3. Community estate's reimbursement claim against [name of party A]'s separate estate:

Value (as of [date]): <\$[amount]>

Source(s) of value:

Repeat for each such liability.

31. Separate Assets of [name of party B]

- 31.1. Description of asset:

Date property acquired:

How acquired (e.g., by gift, by devise, by descent, or owned before marriage):

Value (as of [date]): \$[amount]

Source(s) of value:

- 31.2. [Name of party B]'s separate reimbursement claim against community estate:

Value (as of [date]): \$[amount]

Source(s) of value:

- 31.3. [Name of party B]'s separate reimbursement claim against [name of party A]'s separate estate:

Value (as of [date]): \$[amount]

Source(s) of value:

32. Liabilities of [name of party B]'s Separate Estate

- 32.1. Description of liability:

Date of liability:

How liability acquired:

Amount of liability (as of [date]): <\$[amount]>

Source(s) of amount:

- 32.2. [Name of party A]'s separate property reimbursement claim against [name of party B]'s separate estate:

Value (as of [date]): <\$[amount]>

Source(s) of value:

- 32.3. Community estate's reimbursement claim against [name of party B]'s separate estate:

Value (as of [date]): <\$[amount]>

Source(s) of value:

Repeat for each such liability.

Sole and Joint Liabilities**33. Credit Cards and Charge Accounts**

33.1. Name of creditor:

Account number:

Cardholder(s)/Authorized user(s):

Person(s) liable on account:

Current balance (as of [date]): <\${amount}>

Balance on date of marriage: <\${amount}>

Balance as of [date of separation]: <\${amount}>

Source(s) of balance:

Repeat for each such liability.

34. Federal, State, and Local Tax Liability

34.1. Description of liability (e.g., federal income tax/property taxes)

Tax year for which liability is due:

Person(s) liable for tax:

Amount owed (as of [date]): <\${amount}>

Source(s) of amount owed:

Repeat for each such liability.

35. Attorney's Fees in This Case**35.A. [Name of party A]**

35.A.1. Amount paid by/on behalf of [name of party A] as of [date]: <\${amount}>

35.A.2. Amount owed by [name of party A] as of [date]: <\${amount}>

35.B. [Name of party B]

35.B.1. Amount paid by/on behalf of [name of party B] as of [date]: <\${amount}>

35.B.2. Amount owed by [name of party B] as of [date]: <\${amount}>

36. Other Professional Fees in This Case**36.A. [Name of party A]**

36.A.1. Amount paid by [name of party A] as of [date]: <\${amount}>

36.A.2. Amount owed by [name of party A] as of [date]: <\${amount}>

36.B. [Name of party B]

36.B.1. Amount paid by [name of party B] as of [date]: <\${amount}>

36.B.2. Amount owed by [name of party B] as of [date]: <\${amount}>

37. Reimbursement Claims against Community Estate

37.1. Reimbursement claim by [name of party A]'s separate estate:

Basis of claim:

Amount of claim (as of [date]): <\${amount}>

Source(s) of amount:

37.2. Reimbursement claim by [name of party B]'s separate estate:

Basis of claim:

Amount of claim (as of [date]):

<\${amount}>

Source(s) of amount:

38. Pledges (include charitable, church, and school-related)

38.1. Name and address of recipient:

Person(s) liable for pledge:

Date of pledge:

Total amount of pledge:

<\${amount}>

Is pledge payable in installments? [Yes/No]

Date each installment payment is due:

Amount of each installment:

Repeat for each such liability.

39. Contingent Liabilities (e.g., lawsuit against either party, guaranty either party may have signed)

39.1. Name of creditor:

Person(s) liable:

Amount of contingent liability:

<\${amount}>

Nature of contingent liability:

Source(s) of amount:

40. Other Liabilities Not Otherwise Listed in This Inventory (e.g.,
loans and margin accounts)

40.1. Name of creditor:

Account number:

Person(s) liable:

Is loan evidenced in writing? [Yes/No]

Current balance (as of [date]):

<\$[amount]>

Security, if any:

Source(s) of balance:

Repeat for each such sole or joint liability.

Child[ren]'s Property

41. Child[ren]'s Property (e.g., custodial accounts under the Texas
Uniform Gifts to Minors Act or Uniform Transfers to Minors Act,
529 plans)

*41.A. Custodial Account under Texas Uniform Transfers to Minors
Act*

41.A.1. Name of financial institution:

Address of financial institution:

Name of account:

Account number:

Amount on deposit (as of **[date]**):

\$[amount]

Name of minor for whom funds were deposited:

Source(s) of value:

Repeat for each such item of property.

41.B. 529 Plans/Other College Savings Plans

41.B.1. Financial institution or entity administering plan:

Name on account:

Account number:

Type of plan: [529/prepaid/savings]

Value of assets in plan (as of **[date]**):

\$[amount]

Name of child for whom funds were deposited:

Custodian of account:

Source(s) of funds:

Source(s) of value:

Repeat for each such item of property.

Trust and Estate Assets**42. Trusts**

42.1. Name of trust:

Type of trust:

Name and address of trustee:

Beneficiary(ies):

Description of assets held in trust:

Date trust was created:

Value of assets held in trust (as of **[date]**): **\$[amount]**

Source(s) of value:

Repeat for each such item of property.

43. Assets Held by Either Party for the Benefit of Another (Other than Trusts)

43.1. Name(s) of person(s) holding assets:

Description of assets:

Name and title of fiduciary (e.g., executor):

Name of owner of beneficial interest:

Value of assets (as of **[date]**): **\$[amount]**

Source(s) of value:

Repeat for each such item of property.

**44. Assets Held for the Benefit of Either Party as a Beneficiary
(Other than Trusts)**

44.1. Name(s) of person(s) holding assets:

Description of assets:

Name and title of fiduciary (e.g., executor):

Name of owner of beneficial interest:

Value of assets (as of [date]):

\$[amount]

Source(s) of value:

Repeat for each such item of property.

See the practice notes at section 7.4 regarding whether to include the following verification.

Verification

I, [name of party filing inventory and appraisement], state on oath that, to the best of my knowledge, this inventory and appraisement contains—

1. a full and complete list of all properties that I claim belong to the community estate of me and my spouse, with the values thereof;
2. a full and complete list of all properties in my possession or subject to my control that I claim or admit are my or my spouse's separate property and estate, with the values thereof; and
3. a full and complete list of the debts that I claim are community indebtedness.

There may be other assets and liabilities in the control of my spouse of which I am not aware as of this date, and the omission of those items from this inventory should not be construed as a waiver of my interest in them.

Unless otherwise indicated, all values stated in this inventory and appraisement are my personal opinions and may change after additional information is obtained. I reserve the right to amend or correct this inventory and appraisement at a later date as additional information becomes available.

I further expressly reserve the right to change the characterization of any of the property listed in this inventory and appraisement from community to separate, depending on facts developed through discovery or trial of this case.

[Name]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 7-2**Instructions for Preparation of Marital Property Inventory Worksheet**

Client's Name: _____ Date: _____

General Instructions

Accurate information concerning property and debts is very important in divorce cases. Please fill out the attached Marital Property Inventory Worksheet as completely as you can, drawing on any source of information to which you have access. DO NOT ENLIST YOUR SPOUSE'S HELP UNLESS YOUR ATTORNEY SPECIFICALLY PERMITS IT. DO NOT LET ANYONE SEE THIS DOCUMENT. THIS PREPARATION OF YOUR INVENTORY AND APPRAISEMENT IS A CONFIDENTIAL MATTER BETWEEN YOU AND YOUR ATTORNEY. Be cautious: You and your spouse are now legal adversaries, and you should verify all information on your own. When it comes to questions of the current value of property, you should make your own independent estimate, whether you decide the value or consult another source (for example, NADA, Kelly Blue Book, or an appraiser). Please list all property whether the property is in your possession or name or in your spouse's possession or name. This inventory and appraisal should include all property, even if you have no specifics on the property.

The attached worksheet provides for only a few items under each type of property. If you need to provide additional information, photocopy an extra page or use a separate piece of paper and number the information as it is numbered on the inventory. If you do not know the answer to an item, do not leave it blank; write "I don't know," and follow this statement with the reason you do not know.

Understand that this worksheet is your attorney's main key to your estate, from which all spreadsheets will be generated. The inventory and appraisal to be based

on this worksheet, once filed with the court, may create an admission about its contents. This document is extremely important and will be used throughout your case.

YOU SHOULD RETURN YOUR COMPLETED MARITAL PROPERTY INVENTORY WORKSHEET AND ALL SUPPORTING DOCUMENTS TO OUR OFFICE BY _____. This will allow our office ample time to put the document in final form.

This task will not be easy. Do not expect to complete the form at one sitting. Be assured, however, that your effort is necessary and worthwhile, because the inventory will be one of the most important documents in your divorce.

Property Division

In addition to factual data, I need to know your wishes about division of the property. Please indicate your wishes in the left margin of the worksheet by placing a “Y” next to items you want to go to you and an “S” next to items you want to go to your spouse.

Definitions

Separate Property—If either you or your spouse has any property you think is separate property, complete the section marked “Separate Estates of the Parties.” Separate property is defined as follows:

1. Property owned or claimed by a spouse before marriage.
2. Property acquired by a spouse during marriage by gift, will, or inheritance.
3. Funds received as a result of personal injury sustained by a spouse during marriage, except any recovery for loss of earning capacity during marriage.
4. Property set aside to the spouse by an agreement between the spouses.

5. Property acquired with funds that are separate property. Property may be purchased with funds that are both community and separate property. In such a case, please be sure to list pro rata the part of the property that is separate property in the separate property section and the part that is community property in the community property section.

Community Property—All property that is not separate property is community property.

Fair Market Value—A generally accepted definition of fair market value is the price at which the asset would change hands between a willing seller, under no compulsion to sell, and a willing buyer, under no compulsion to buy, with both parties having reasonable knowledge of the relevant facts. Use this value whenever possible. If an asset has no fair market value, state the actual value of the asset to you considering its present condition.

Reimbursement

Before completing any items involving reimbursement claims, please read this section.

Texas law recognizes three marital estates: the community estate, owned by the spouses together; one spouse's separate estate; and the other spouse's separate estate. A spouse's separate estate consists of the spouse's separate property, as defined above. The community estate consists of all other property, other than separate property, acquired by either spouse during marriage.

Please answer the following questions "Yes" or "No." If you answer "Yes" to any of the following questions, then consult with your attorney on how to proceed, what information and documents you will need, and how to complete the items on this schedule that correspond to the numbers:

25.1, 25.2, 30.3, 32.3 Has the community estate made any payments on the unsecured liabilities of your separate estate or your spouse's separate estate?

25.1, 25.2, 30.3, 32.3 Has the community estate made any payments on the secured liabilities of your separate estate or your spouse's separate estate?

25.1, 25.2, 30.3, 32.3 Has the community estate been used to make capital improvements to your separate estate or to your spouse's separate estate other than by incurring debt?

25.1, 25.2, 30.3, 32.3 Has either spouse received inadequate compensation for the time, toil, talent, and effort spent working for a separate-property business owned by the spouse that is under the spouse's control and direction?

28.F, 29.2, 31.2 Has your separate estate or your spouse's separate estate made any payments on the unsecured liabilities of the community estate?

28.F, 29.2, 31.2 Has your separate estate or your spouse's separate estate made any payments on the secured liabilities of the community estate?

28.F, 29.2, 31.2 Has your separate estate or your spouse's separate estate been used to make capital improvements to the community estate other than by incurring debt?

29.3, 32.2 Has your separate estate made any payments on the unsecured liabilities of your spouse's separate estate?

29.3, 32.2 Has your separate estate made any payments on the secured liabilities of your spouse's separate estate?

29.3, 32.2 Has your separate estate been used to make capital improvements to your spouse's separate estate other than by incurring debt?

30.2, 31.3 Has your spouse's separate estate made any payments on the unsecured liabilities of your separate estate?

30.2, 31.3 Has your spouse's separate estate made any payments on the secured liabilities of your separate estate?

30.2, 31.3 Has your spouse's separate estate been used to make capital improvements to your separate estate other than by incurring debt?

Copies of Documents to Be Returned

If an asset has a statement of account, return a copy of the current statement of account with this Preparation of Inventory and Appraisement. If an asset has a title document (deed, deed of trust, title to motor vehicle), return a copy with this Preparation of Inventory and Appraisement. If an asset has any document that can clearly identify it, return a copy with this Preparation of Inventory and Appraisement.

Here is a checklist of some of the copies of items you should return with this Preparation of Inventory and Appraisement:

1. financial institution statements;
2. bank statements;
3. annuity statements;
4. IRA statements;
5. SEP statements;
6. certificate of deposit statements;
7. retirement benefits statements of account;
8. life insurance policies and premium notices;
9. broker statements;

10. deeds;
11. deeds of trust;
12. mortgage company payment coupon books (usually one page is enough);
13. titles to motor vehicles;
14. stocks;
15. last statement from each creditor, including credit card statements;
16. appraisals;
17. any other documents that may lead to the discovery of assets or liabilities.

PLEASE ATTACH SUPPORTING DOCUMENTS FOR EACH ITEM LISTED IN THE MARITAL PROPERTY INVENTORY WORKSHEET AND LABEL EACH DOCUMENT (BY USING A SEPARATE FILE OR STICKY NOTE) WITH THE CORRESPONDING NUMBER IN THE INVENTORY AND APPRAISEMENT. PLEASE PERFORM THIS TASK EVEN IF YOU HAVE OTHERWISE GIVEN US THE DOCUMENTS. IF YOU NEED ACCESS TO A DOCUMENT FOR THIS PURPOSE, PLEASE COME TO OUR OFFICE AND USE ONE OF THE CONFERENCE ROOMS TO COMPLETE THIS ASSIGNMENT. IT IS VERY IMPORTANT WE HAVE BACKUP DOCUMENTATION FOR EACH ASSET AND DEBT.

WARNING—Please do not write on the original documents themselves. Use sticky notes, please.

Full Disclosure

Finally, your attorney will rely on your completed worksheet to prepare your Inventory and Appraisement in the case. If you omit any asset, the court could set it aside to your spouse now or at a later date. If you omit a liability, you may be solely responsible for it. By your sig-

nature below, you verify that these are all the assets and liabilities of community and separate property of which you have knowledge.

Verification

“I have read these instructions and I state that all the community- and separate-property assets and liabilities are fully disclosed on the attached Marital Property Inventory Worksheet.”

[Name]

Date:

Form 7-3

Client Name: _____

Marital Property Inventory Worksheet

We will need the following information in preparing your divorce proceedings. Please answer all questions; if a question does not apply, please mark it "N/A." Please do not hesitate to ask if you have any questions. If more pages are required for any category of asset, please attach additional pages.

NOTICE OF CONFIDENTIALITY

THE CONTENTS OF THIS DOCUMENT CONSTITUTE ATTORNEY WORK PRODUCT, ARE CONFIDENTIAL, AND ARE NOT TO BE DISCLOSED TO THIRD PERSONS OTHER THAN THOSE TO WHOM DISCLOSURE IS MADE IN FURTHERANCE OF THE RENDITION OF PROFESSIONAL LEGAL SERVICES.

1. Real Estate

(Include any property purchased by contract for deed, such as Texas Veterans Land Board property, property purchased in recreational developments, and time-shares.)

1.1 Home Owned:

Street address: _____

County of location: _____

General description: _____
_____Legal description: _____

Attorney/Client-Privileged Information

Current fair market value: \$ _____ as of _____

Sources of value (i.e., local appraisal district, independent appraisal) _____

Exact name of mortgage company and account number, if any: _____

Current balance of mortgages: \$ _____

a. First mortgage

Name of lienholder and account number: _____

Current balance of lien: \$ _____ as of _____

Monthly payment: \$ _____ Due date: _____ Interest rate: _____

b. Second lien

Name of second lienholder and account number: _____

Current balance of second lien: \$ _____ as of _____

Monthly payment: \$ _____ Due date: _____ Interest rate: _____

Current net equity in property: \$ _____

Date property was acquired: _____

Amount of purchase price: \$ _____

Attorney/Client-Privileged Information

Down payment and source of down payment: \$ _____

Exact name on title: _____

Who lives in the house now? _____

Who wishes to live in the house after the divorce? _____

Comments: _____

1.2 Other Real Estate:

General description: _____

Location: _____

Description of improvements, if any: _____

Source(s) of value (i.e., local appraisal district, independent appraisal) _____

Legal description: _____

Other owners: _____

Date acquired: _____ Total cost: \$ _____

Attorney/Client-Privileged Information

Amount of purchase price: \$ _____

Record title owner: _____

Down payment and source of down payment: \$ _____

First lienholder: _____

Address: _____

Monthly payment: \$ _____ Due date: _____ Interest rate: _____

Balance due: \$ _____ as of _____

Second lienholder: _____

Address: _____

Monthly payment: \$ _____ Due date: _____ Interest rate: _____

Balance due: \$ _____ as of _____

1.3 Transfer on Death Deeds

If you have signed a transfer on death deed in favor of your spouse, please specifically identify the real property above that is affected by the deed.

2. Mineral Interests

(Include any property in which the parties own the mineral estate, separate and apart from the surface estate, such as oil and gas leases; also include royalty interests, working interests, and producing and nonproducing oil and gas wells.)

Attorney/Client-Privileged Information

a. Name of mineral interest/lease/well: _____

Type of interest: _____

County of location: _____

Legal description: _____

Name of producer or operator: _____

Current value: \$ _____

Source(s) of value: _____

b. Name of mineral interest/lease/well: _____

Type of interest: _____

County of location: _____

Legal description: _____

Name of producer or operator: _____

Current value: \$ _____

Attorney/Client-Privileged Information

Source(s) of value: _____

3. Cash and Accounts with Financial Institutions

(Include cash, traveler's checks, money orders, and accounts with commercial banks, savings and loan associations, and credit unions; exclude accounts with brokerage houses and all retirement accounts.)

3.1 Checking Accounts:

a. Name of financial institution: _____

Address: _____

Account officer: _____

Account number: _____

Account name: _____

Type of account: _____

Name(s) on withdrawal cards: _____

Current balance: \$ _____ as of _____

Source(s) of value/balance: _____

When account opened: _____

Source of funds: _____

Use of account: _____

Attorney/Client-Privileged Information

b. Name of financial institution: _____

Address: _____

Account officer: _____

Account number: _____

Account name: _____

Type of account: _____

Name(s) on withdrawal cards: _____

Current balance: \$ _____ as of _____

Source(s) of value/balance: _____

When account opened: _____

Source of funds: _____

Use of account: _____

c. Name of financial institution: _____

Address: _____

Account officer: _____

Account number: _____

Account name: _____

Attorney/Client-Privileged Information

Type of account: _____

Name(s) on withdrawal cards: _____

Current balance: \$ _____ as of _____

Source(s) of value/balance: _____

When account opened: _____

Source of funds: _____

Use of account: _____

3.2 Savings Accounts:

a. Name of financial institution: _____

Address: _____

Account officer: _____

Account number: _____

Account name: _____

Type of account: _____

Name(s) on withdrawal cards: _____

Current balance: \$ _____ as of _____

Source(s) of value/balance: _____

Attorney/Client-Privileged Information

When account opened: _____

Source of funds: _____

Use of account: _____

Pledged: _____ To: _____

Reason: _____

b. Name of financial institution: _____

Address: _____

Account officer: _____

Account number: _____

Account name: _____

Type of account: _____

Name(s) on withdrawal cards: _____

Current balance: \$ _____ as of _____

Source(s) of value/balance: _____

When account opened: _____

Source of funds: _____

Use of account: _____

Attorney/Client-Privileged Information

Pledged: _____ To: _____

Reason: _____

3.3 Certificates of Deposit:

a. Name of financial institution: _____

Address: _____

Account officer: _____

Phone: _____

C.D. in the name of: _____

Amount of C.D.: \$ _____ Interest rate: _____

Source(s) of value/balance: _____

When purchased: _____ When due: _____

Where is C.D. now? _____

Source of funds: _____

Pledged: _____ To: _____

Reason: _____

b. Name of financial institution: _____

Address: _____

Attorney/Client-Privileged Information

Account officer: _____

Phone: _____

C.D. in the name of: _____

Amount of C.D.: \$ _____ Interest rate: _____

Source(s) of value/balance: _____

When purchased: _____ When due: _____

Where is C.D. now? _____

Source of funds: _____

Pledged: _____ To: _____

Reason: _____

4. Brokerage and Mutual Fund Accounts

a. Name of brokerage firm or mutual fund: _____

Address of brokerage firm or mutual fund: _____

Name(s) account held in: _____

Name of account (and subaccounts, if any): _____

Account number (and numbers of subaccounts, if any): _____

Attorney/Client-Privileged Information

Margin loan balance: \$ _____ as of _____

Value of community interest in each account (and subaccounts, if any):

\$ _____ as of _____

Source(s) of value/balance: _____

Tax basis of each security held: \$ _____

b. Name of brokerage firm or mutual fund: _____

Address of brokerage firm or mutual fund: _____

Name(s) account held in: _____

Name of account (and subaccounts, if any): _____

Account number (and numbers of subaccounts, if any): _____

Margin loan balance: \$ _____ as of _____

Value of community interest in each account (and subaccounts, if any):

\$ _____ as of _____

Source(s) of value/balance: _____

Tax basis of each security held: \$ _____

5. Publicly Traded Stocks, Bonds, and Other Securities

(Include securities not in a brokerage account, mutual fund, or retirement fund.)

Attorney/Client-Privileged Information**5.1 Stocks:**

a. Name of security: _____

Number of shares: _____

Type of security (common stock, preferred stock, bond, or other description):

Certificate numbers: _____

Location of certificates: _____

Name of exchange on which listed: _____

Pledged as collateral? ____ yes ____ no

If yes, explain terms, to whom pledged, and other details surrounding pledge of securities as collateral: _____

Date acquired: _____

Tax basis: \$ _____

Current market value: \$ _____ as of _____

Source(s) of value: _____

Value of community interest: \$ _____ as of _____

Attorney/Client-Privileged Information

5.2 Bonds:

a. Name of issuer: _____

Address: _____

Serial number of bond: _____ Denomination: _____

Date acquired: _____

Cost: \$ _____ Value: \$ _____ as of _____

Source(s) of value: _____

Value of community interest: \$ _____ as of _____

Registered owner: _____

Source of funds: _____

Interest rate: _____ Interest payable: _____

Convertible: _____ Due date: _____

Pledged: _____ To: _____

Reason: _____

6. Employee Stock Benefit Plans

(Include all stock options (qualified and nonqualified), restricted stock awards (RSAs), restricted stock units (RSUs), and Employee Stock Purchase Plans.)

Attorney/Client-Privileged Information

6.1 Stock Options (include all stock options, whether exercisable, nonexercisable, vested, nonvested, transferable, or nontransferable, regardless of any restrictions on transfer, but if the stock was once an option and is currently owned without restrictions, list that stock in section 5. above)

a. Name of company: _____

Date of option or grant: _____

Number of options: _____

Vesting schedule: _____

Are the options exercisable? _____ Are the options registered? _____

Current stock price: \$ _____ as of _____

Strike price: \$ _____

Current net market value: \$ _____ as of _____

Source(s) of value: _____

Value of community interest: \$ _____ as of _____

If purchased, total purchase price of option contract (including commissions):

\$ _____

b. Name of company: _____

Date of option or grant: _____

Attorney/Client-Privileged Information

Number of options: _____

Vesting schedule: _____

Are the options exercisable? _____ Are the options registered? _____

Current stock price: \$ _____ as of _____

Strike price: \$ _____

Current net market value: \$ _____ as of _____

Source(s) of value: _____

Value of community interest: \$ _____ as of _____

If purchased, total purchase price of option contract (including commissions):

\$ _____

6.2 Restricted Stock (include all restricted stock awards and restricted stock units regardless of any restrictions on transfer, but if the stock was once restricted and currently owned without restrictions, list that stock in section 5. above)

a. Name of company: _____

Date of award/grant: _____

Number of shares/units: _____

Vesting schedule: _____

Current stock price: \$ _____ as of _____

Attorney/Client-Privileged Information

Current net market value: \$ _____ as of _____

Value of community interest: \$ _____ as of _____

Source(s) of value: _____

b. Name of company: _____

Date of award/grant: _____

Number of shares/units: _____

Vesting schedule: _____

Current stock price: \$ _____ as of _____

Current net market value: \$ _____ as of _____

Value of community interest: \$ _____ as of _____

Source(s) of value: _____

6.3 Employee Stock Purchase Plans

a. Name of company: _____

Number of shares/units: _____

Current stock price: \$ _____ as of _____

Current net market value: \$ _____ as of _____

Value of community interest: \$ _____ as of _____

Attorney/Client-Privileged Information

Source(s) of value: _____

b. Name of company: _____

Number of shares/units: _____

Current stock price: \$ _____ as of _____

Current net market value: \$ _____ as of _____

Value of community interest: \$ _____ as of _____

Source(s) of value: _____

7. Bonuses

a. Name of company: _____

Spouse earning bonus: _____

Date bonus expected to be paid: _____

Time period covered by bonus: _____

Anticipated amount of bonus: \$ _____

Source(s) of value: _____

b. Name of company: _____

Spouse earning bonus: _____

Date bonus expected to be paid: _____

Attorney/Client-Privileged Information

Time period covered by bonus: _____

Anticipated amount of bonus: \$ _____

Source(s) of value: _____

8. Closely Held Business Interests

(Include sole proprietorships, professional practices, corporations, partnerships, limited liability companies and partnerships, joint ventures, and other nonpublicly traded business entities.)

a. Name of business: _____

Address of business: _____

Type of business organization: _____

Percentage of ownership (if partnership or LLC): _____

Number of shares owned (if corporation): _____

Members in business: _____

Annual income from business: \$ _____

Type of business: _____

Date business began: _____

Source of funds in business: _____

Value of interest: \$ _____ as of _____

Attorney/Client-Privileged Information

Source(s) of value: _____

Is there a written organizational agreement? _____

Assets owned by business (include financial accounts, real property, vehicles, equipment, etc. owned by the business): _____

Comments: _____

9. Retirement Benefits

9.1 Defined Contribution Retirement Plans (a plan that provides for an individual account for a participant and for benefits based solely on the amount contributed to the participant's account, such as 401(k), Thrift Plans, etc.):

a. Exact name of plan: _____

Name and address of plan administrator: _____

Employee spouse: _____

Employer: _____

Starting date of creditable service: _____

Account name: _____

Attorney/Client-Privileged Information

Account number: _____

Account balance as of date of marriage: \$ _____

Payee of survivor benefits: _____

Has beneficiary been designated? ____ yes ____ no

If so, identify beneficiary(ies): _____

Current balance: \$ _____ as of _____

Source(s) of value/balance: _____

Value of community interest in plan: \$ _____ as of _____

Current loan balance: \$ _____ as of _____

9.2 Defined Benefit Retirement Plans or Pensions (any plan that is not a defined contribution plan and that usually involves payment of benefits according to a formula):

a. Exact name of plan: _____

Name and address of plan administrator: _____

Employee spouse: _____

Employer: _____

Starting date of creditable service: _____

Designated beneficiary(ies): _____

Attorney/Client-Privileged Information

Payee of survivor benefits: _____

Description of benefits: _____

Current balance: \$ _____ as of _____

Source(s) of value/balance: _____

Value of community interest in plan: \$ _____ as of _____

9.3 IRA/SEP:

a. Name of financial institution: _____

Account name: _____

Account number: _____

Payee of survivor benefits: _____

Designated beneficiary(ies): _____

Current account balance: \$ _____ as of _____

Source(s) of value/balance: _____

Value of community interest in plan: \$ _____ as of _____

b. Name of financial institution: _____

Account name: _____

Account number: _____

Attorney/Client-Privileged Information

Payee of survivor benefits: _____

Designated beneficiary: _____

Current account balance: \$ _____ as of _____

Source(s) of value/balance: _____

Value of community interest in plan: \$ _____ as of _____

9.4 Military Retirement Benefits:

a. Branch of service: _____

Name of servicemember: _____

Rank/pay grade of servicemember: _____

Starting date of creditable service: _____

Status of servicemember (active, reserve, or retired): _____

Payee of survivor benefits: _____

Description of benefits: _____

Monthly benefit payable: \$ _____

Source(s) of value: _____

Value of community interest in plan: \$ _____ as of _____

Percentage of plan that is community: _____%

Attorney/Client-Privileged Information

9.5 Nonqualified Plans (Not under ERISA):

a. Name of financial institution: _____

Account name: _____

Account number: _____

Account balance as of date of marriage: \$ _____

Payee of survivor benefits: _____

Has beneficiary been designated? ____ yes ____ no

If so, identify beneficiary(ies): _____

Value of community interest in plan: \$ _____ as of _____

Source(s) of value: _____

9.6 Government Benefits (civil service, teacher, railroad, state, and local):

a. Name of plan: _____

Account name: _____

Account number: _____

Account balance as of date of marriage: \$ _____

Has beneficiary been designated? ____ yes ____ no

If so, identify beneficiary(ies): _____

Attorney/Client-Privileged Information

Value of community interest in plan: \$ _____ as of _____

Source(s) of value: _____

10. Other Deferred Compensation Benefits

(Examples include workers' compensation, disability benefits, other "special payments," and any other forms of compensation.)

10.1 Yours:

a. Description of assets: _____

Value: \$ _____

Source(s) of value: _____

10.2 Your Spouse's:

a. Description of assets: _____

Value: \$ _____

Source(s) of value: _____

11. Insurance and Annuities

11.1 Life Insurance:

a. Name of insurance company: _____

Attorney/Client-Privileged Information

Policy number: _____

Name of insured: _____

Name of owner: _____

Type of insurance (term/whole/universal): _____

Amount of premiums: \$ _____ (monthly/quarterly/semiannually)

Date of issue: _____

Face amount: \$ _____

Cash surrender value on date of marriage: \$ _____

Current cash surrender value: \$ _____

Source(s) of value: _____

Designated beneficiary(ies): _____

Balance of loan against policy, if any: \$ _____

Value of community interest: \$ _____ as of _____

b. Name of insurance company: _____

Policy number: _____

Name of insured: _____

Name of owner: _____

Attorney/Client-Privileged Information

Type of insurance (term/whole/universal): _____

Amount of premiums: \$ _____ (monthly/quarterly/semiannually)

Date of issue: _____

Face amount: \$ _____

Cash surrender value on date of marriage: \$ _____

Current cash surrender value: \$ _____

Source(s) of value: _____

Designated beneficiary(ies): _____

Balance of loan against policy, if any: \$ _____

Value of community interest: \$ _____ as of _____

11.2 Annuities:

a. Name of company: _____

Policy number: _____

Name of annuitant: _____

Name of owner: _____

Type of annuity: _____

Amount of premiums: \$ _____ (monthly/quarterly/semiannually)

Attorney/Client-Privileged Information

Date of issue: _____

Face amount: \$ _____

Designated beneficiary(ies): _____

Value on date of marriage: \$ _____

Current value: \$ _____ as of _____

Source(s) of value: _____

Balance of loan against policy, if any: \$ _____

Value of community interest: \$ _____ as of _____

11.3 Health Savings Accounts:

a. Institution holding account: _____

Account number: _____

Value of assets in account: \$ _____ as of _____

Source(s) of value/balance: _____

Name of high-deductible health plan with which the HSA is coupled: _____

11.4 Medical Savings Accounts:

a. Institution holding account: _____

Attorney/Client-Privileged Information

Account number: _____

Value of assets in account: \$ _____ as of _____

Source(s) of value/balance: _____

Name of high-deductible health plan with which the MSA is coupled: _____

12. Motor Vehicles, Boats, Airplanes, Cycles, Etc.

(Include mobile homes, trailers, and recreational vehicles, but do not include vehicles owned by a business entity.)

12.1 Vehicles Owned:

a. Year: _____ Make: _____ Model: _____

Name on title: _____

In possession of: _____

Vehicle identification number: _____

Current fair market value: \$ _____

Source(s) of value: _____

Does vehicle have loan against it? ____ yes ____ no

If yes, state:

Attorney/Client-Privileged Information

Exact name of creditor: _____

Current balance: \$ _____ as of _____

Current net equity in vehicle: \$ _____ Date acquired: _____

Source of down payment: _____

Who drives the vehicle? _____

b. Year: _____ Make: _____ Model: _____

Name on title: _____

In possession of: _____

Vehicle identification number: _____

Current fair market value: \$ _____

Source(s) of value: _____

Does vehicle have loan against it? ____ yes ____ no

If yes, state:

Exact name of creditor: _____

Current balance: \$ _____ as of _____

Current net equity in vehicle: \$ _____ Date acquired: _____

Source of down payment: _____

Attorney/Client-Privileged Information

Who drives the vehicle? _____

c. Year: _____ Make: _____ Model: _____

Name on title: _____

In possession of: _____

Vehicle identification number: _____

Current fair market value: \$ _____

Source(s) of value: _____

Does vehicle have loan against it? ____ yes ____ no

If yes, state:

Exact name of creditor: _____

Current balance: \$ _____ as of _____

Current net equity in vehicle: \$ _____ Date acquired: _____

Source of down payment: _____

Who drives the vehicle? _____

13. Money Owed to Me or My Spouse

(Do not include any expected federal or state income tax refund or receivables connected with a business entity.)

Attorney/Client-Privileged Information

a. Name of debtor: _____

Debtor's relationship to you: _____

Purpose of loan: _____

Is debt evidenced in writing? ____ yes ____ no

Is debt secured? ____ yes ____ no

If so, detail security: _____

Is debt reasonably expected to be paid? ____ yes ____ no

Current loan balance: \$ _____ as of _____

Balance of any accounts receivable: \$ _____

Source(s) of value/balance: _____

b. Name of debtor: _____

Debtor's relationship to you: _____

Purpose of loan: _____

Is debt evidenced in writing? ____ yes ____ no

Is debt secured? ____ yes ____ no

If so, detail security: _____

Is debt reasonably expected to be paid? ____ yes ____ no

Attorney/Client-Privileged Information

Current loan balance: \$ _____ as of _____

Balance of any accounts receivable: \$ _____

Source(s) of value/balance: _____

14. Household Furniture, Furnishings, and Fixtures

State your opinion of the fair market value of the household furniture, furnishings, and fixtures. Fair market value is not necessarily the cost or the replacement value. If you expect a dispute about the division of this property, you may want to attach an itemized list of major items by room. If you or your spouse will contend that any of the property was owned before your marriage or acquired during the marriage by gift or inheritance, please so indicate.

14.1 In Your Possession (attach separate sheet(s) by room if necessary): _____

Fair market value: \$ _____

Source(s) of value: _____

14.2 In Your Spouse's Possession (attach separate sheet(s) by room if necessary): _____

Attorney/Client-Privileged Information

Fair market value: \$ _____

Source(s) of value: _____

15. Electronics and Computers

15.1 In Your Possession: _____

Fair market value: \$ _____

Source(s) of value: _____

15.2 In Your Spouse's Possession: _____

Fair market value: \$ _____

Source(s) of value: _____

Attorney/Client-Privileged Information**16. Antiques, Artwork, and Collections**

(Include any works of art, such as paintings, tapestry, rugs, and coin or stamp collections.)

16.1 In Your Possession: _____

Fair market value: \$ _____

Source(s) of value: _____

16.2 In Your Spouse's Possession: _____

Fair market value: \$ _____

Source(s) of value: _____

17. Miscellaneous Sporting Goods and Firearms**17.1 In Your Possession:** _____

Attorney/Client-Privileged Information

Fair market value: \$ _____

Source(s) of value: _____

17.2 In Your Spouse's Possession: _____

Fair market value: \$ _____

Source(s) of value: _____

18. Jewelry and Other Personal Items

(List major items and state value.)

18.1 In Your Possession: _____

Fair market value: \$ _____

Attorney/Client-Privileged Information

Source(s) of value: _____

18.2 In Your Spouse's Possession: _____

Fair market value: \$ _____

Source(s) of value: _____

19. Livestock and Pets

(Include cattle, horses, frozen semen or embryos, dogs, cats, and so forth.)

19.1 In Your Possession: _____

Fair market value: \$ _____

Source(s) of value: _____

19.2 In Your Spouse's Possession: _____

Attorney/Client-Privileged Information

Fair market value: \$ _____

Source(s) of value: _____

20. Club Memberships

a. Name of club: _____

Name membership held in: _____

Account number: _____

Current value: \$ _____ as of _____

Source(s) of value: _____

21. Travel Award Benefits

(Include frequent-flyer mileage accounts.)

a. Name of airline: _____

Account number: _____

Name on account: _____

Current number of miles or points: _____ as of _____

Value (if any): \$ _____

Attorney/Client-Privileged Information

Source(s) of value: _____

22. Other Assets

22.1 Miscellaneous Assets

(Include intellectual property (such as musical, literary, and artistic/creative works; discoveries and inventions; copyright, trademarks, patents, and so forth), licenses, crops, farm equipment, construction equipment, tools, leases, cemetery lots, gold or silver coins not part of a collection described elsewhere in this document, estimated tax payments, tax overpayments, loss carry-forward deductions, lottery tickets/winnings, stadium bonds, stadium seat licenses, seat options, season tickets, ranch brands, and business names.)

22.1.A. In your possession: _____

Fair market value: \$ _____

Source(s) of value: _____

22.1.B. In your spouse's possession: _____

Attorney/Client-Privileged Information

Fair market value: \$ _____

Source(s) of value: _____

22.2 Digital Assets

(Anything that exists in digital form, that is, data in the form of binary digits, including such items as Bitcoin or other forms of cryptocurrency, e-mail addresses, social network accounts, websites, domain names, digital media such as pictures, music, e-books, movies, and videos, blogs, reward points, digital storefronts, artwork, and data storage accounts.)

22.2.A. In your possession: _____

Fair market value: \$ _____

Source(s) of value: _____

22.2.B. In your spouse's possession: _____

Attorney/Client-Privileged Information

Fair market value: \$ _____

Source(s) of value: _____

22.3 Virtual Assets

(Intangibles used in virtual worlds or MMORPGs (massively multiplayer online role playing games), virtual pets, avatars, accessories for characters, prizes, virtual real estate, or virtual currency.)

22.3.A. In your possession: _____

Fair market value: \$ _____

Source(s) of value: _____

22.3.B. In your spouse's possession: _____

Attorney/Client-Privileged Information

Fair market value: \$ _____

Source(s) of value: _____

22.4 Tax Assets

(Tax refunds, estimated tax payments, carryovers, carryforwards, etc.)

22.4.A. Income tax refunds

Income tax year for the refund: _____

Amount of income tax refund: \$ _____

22.4.B. Estimated tax payments

Applicable income tax year: _____

Amount of estimated payments made: \$ _____

22.4.C. Income tax carryover or carryforward

Applicable income tax year: _____

Amount of income tax carryover/carryforward: \$ _____

23. Safe-Deposit Boxes

a. Name of financial institution or other depository: _____

Attorney/Client-Privileged Information

Box number: _____

Names of persons who have access to contents: _____

Items in safe-deposit box: _____

Value of items in safe-deposit box: _____

Source(s) of value: _____

b. Name of financial institution or other depository: _____

Box number: _____

Names of persons who have access to contents: _____

Items in safe-deposit box: _____

Value of items in safe-deposit box: _____

Source(s) of value: _____

24. Storage Facilities

a. Name of facility: _____

Address of facility: _____

Unit number: _____

Length of lease: _____

Attorney/Client-Privileged Information

Terms of lease: _____

Names of persons who have access to contents: _____

Items in storage unit: _____

Value of items in storage unit: _____

Source(s) of value: _____

b. Name of facility: _____

Address of facility: _____

Unit number: _____

Length of lease: _____

Terms of lease: _____

Names of persons who have access to contents: _____

Items in storage unit: _____

Value of items in storage unit: _____

Source(s) of value: _____

Attorney/Client-Privileged Information**25. Community Claims for Reimbursement**

25.1 Reimbursement Claim against Your Separate Estate: (See section entitled “Reimbursement” in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Source(s) of value: _____

25.2 Reimbursement Claim against Your Spouse’s Separate Estate: (See section entitled “Reimbursement” in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Source(s) of value: _____

26. Reconstitution of the Community Estate for Fraud or Waste

26.1 Your Claim for Reconstitution of the Community Estate:

Description of basis of claim: _____

Value: \$ _____

Attorney/Client-Privileged Information

Source(s) of value: _____

26.2 Your Spouse's Claim for Reconstitution of the Community Estate:

Description of basis of claim: _____

Value: \$ _____

Source(s) of value: _____

27. Contingent Assets

(For example, lawsuits by either party against a third party.)

Nature of claim: _____

Amount of claim: _____

Source(s) of value: _____

Legal representative, if any: _____

Address: _____

Cause number: _____

Court where case is pending: _____

Name of opposing attorney, if any: _____

Attorney/Client-Privileged Information

Address: _____

28. Sole and Joint Liabilities

28.1 Credit Cards and Charge Accounts:

a. Name of creditor: _____

Account number: _____

Name(s) on account: _____

Current balance: \$ _____ as of _____

Balance as of date of separation: \$ _____

Balance on date of marriage: \$ _____

Who charged what on this account? _____

Who will be responsible after divorce? _____

Source(s) of balance: _____

b. Name of creditor: _____

Account number: _____

Name(s) on account: _____

Current balance: \$ _____ as of _____

Balance as of date of separation: \$ _____

Attorney/Client-Privileged Information

Balance on date of marriage: \$ _____

Who charged what on this account? _____

Who will be responsible after divorce? _____

Source(s) of balance: _____

c. Name of creditor: _____

Account number: _____

Name(s) on account: _____

Current balance: \$ _____ as of _____

Balance as of date of separation: \$ _____

Balance on date of marriage: \$ _____

Who charged what on this account? _____

Who will be responsible after divorce? _____

Source(s) of balance: _____

d. Name of creditor: _____

Account number: _____

Name(s) on account: _____

Current balance: \$ _____ as of _____

Attorney/Client-Privileged Information

Balance as of date of separation: \$ _____

Balance on date of marriage: \$ _____

Who charged what on this account? _____

Who will be responsible after divorce? _____

Source(s) of balance: _____

28.2 Federal, State, and Local Tax Liability:

28.2.A. Amount owed in any previous tax year(s):

Year(s) and amount(s) owed: _____

Description of liability, such as federal income tax, property taxes: _____

Source(s) of amount owed: _____

28.2.B. Amount owed for current year:

Amount owed: \$ _____

Source(s) of amount owed: _____

28.3 Attorney's Fees in This Case:

a. You: \$ _____ as of _____

b. Your spouse: \$ _____ as of _____

Attorney/Client-Privileged Information

28.4 Other Professional Fees in This Case:

a. You: \$ _____ as of _____

b. Your spouse: \$ _____ as of _____

28.5 Other Liabilities Not Otherwise Listed Elsewhere in This Document:

Name of creditor: _____

Name(s) on account: _____

Account number: _____

Is loan evidenced in writing? _____

Margin account balances: _____

Party incurring liability: _____

Party actually signing: _____

Current balance: \$ _____ as of _____

Source(s) of balance: _____

Security, if any: _____

28.6 Reimbursement Claims against Community Estate:

28.6.A. Reimbursement claim by your separate estate against community estate: (See section entitled “Reimbursement” in the instructions accompanying this worksheet before completing this section.)

Attorney/Client-Privileged Information

Description of basis of claim: _____

Amount claimed: \$ _____

Source(s) of amount: _____

28.6.B. Reimbursement claim by your spouse's separate estate against community estate: (See section entitled "Reimbursement" in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Source(s) of amount: _____

28.7 Pledges: (include charitable, church, and school related):

Name of recipient: _____

Address of recipient: _____

Date of pledge: _____

Total amount of pledge: \$ _____

Is pledge payable in installments? _____

If payable in installments, date each installment payment is due: _____

If payable in installments, amount of each installment: \$ _____

Attorney/Client-Privileged Information

28.8 Contingent Liabilities (for example, lawsuit against either party, guaranty either party may have signed):

Name of creditor: _____

Name of person primarily liable: _____

Amount of contingent liability: \$ _____

Source(s) of balance: _____

Nature of contingency: _____

29. Your Separate Assets

(Generally defined as assets owned before marriage or assets acquired during marriage by gift or inheritance or as a result of personal injury; may include real property, mineral interests, cash and financial accounts, brokerage and mutual fund accounts, stocks, bonds, other securities, stock options, bonuses, closely held business interests, retirement benefits, deferred compensation benefits, insurance and annuities, vehicles, boats, airplanes, cycles, notes receivable, household furnishings, electronics, antiques, art, miscellaneous sporting goods and firearms, jewelry and other personal items, livestock, club memberships, travel awards, miscellaneous assets, digital assets, virtual assets, and contingent assets.)

29.1 General Assets:

a. Description of asset: _____

Date property acquired: _____

Attorney/Client-Privileged Information

How acquired: (for example, by gift, by devise, by descent, or owned before marriage): _____

Value: \$ _____ as of _____

Source(s) of value: _____

29.2 Your Separate Reimbursement Claim against Community Estate: (See section entitled “Reimbursement” in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Source(s) of value: _____

29.3 Your Separate Reimbursement Claim against Your Spouse’s Separate Estate: (See section entitled “Reimbursement” in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Source(s) of value: _____

Attorney/Client-Privileged Information**30. Liabilities of Your Separate Estate****30.1 General Liabilities:**

a. Description of liability: _____

Date of liability: _____

How liability acquired: _____

Amount of liability: \$ _____ as of _____

Source(s) of amount: _____

30.2 Your Spouse's Separate Reimbursement Claim against Your Separate Estate:

(See section entitled "Reimbursement" in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Source(s) of value: _____

30.3 Community Reimbursement Claim against Your Separate Estate: (See section entitled "Reimbursement" in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Attorney/Client-Privileged Information

Source(s) of value: _____

31. Your Spouse's Separate Assets

(See general definition of separate assets preceding item 29.1.)

31.1 General Assets:

a. Description of asset: _____

Date property acquired: _____

How acquired: (for example, by gift, by devise, by descent, or owned before marriage): _____

Value: \$ _____ as of _____

Source(s) of value: _____

31.2 Your Spouse's Separate Reimbursement Claim against Community Estate: (See section entitled "Reimbursement" in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Source(s) of value: _____

Attorney/Client-Privileged Information

31.3 Your Spouse's Separate Reimbursement Claim against Your Separate Estate:

(See section entitled "Reimbursement" in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Source(s) of value: _____

32. Liabilities of Your Spouse's Separate Estate**32.1 General Liabilities:**

a. Description of liability: _____

Date of liability: _____

How liability acquired: _____

Amount of liability: \$ _____ as of _____

Source(s) of amount: _____

32.2 Your Separate Reimbursement Claim against Your Spouse's Separate Estate:

(See section entitled "Reimbursement" in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Attorney/Client-Privileged Information

Source(s) of value: _____

32.3 Community Reimbursement Claim against Your Spouse's Separate Estate: (See section entitled "Reimbursement" in the instructions accompanying this worksheet before completing this section.)

Description of basis of claim: _____

Amount claimed: \$ _____

Source(s) of value: _____

33. Children's Property

33.1 Custodial Account under Texas Uniform Transfers to Minors Act:

a. Name of financial institution: _____

Name of account: _____

Account number: _____

Amount on deposit: \$ _____ as of _____

Source(s) of value/balance: _____

Name of minor for whom funds were deposited: _____

Name of custodian: _____

Attorney/Client-Privileged Information

33.2 529 Plans or Other College Savings Plans:

a. Financial institution or entity administering the plan: _____

Name on account: _____

Account number: _____

Is the plan a 529 plan, prepaid plan, or savings plan? _____

Value of assets in the plan: \$ _____ as of _____

Name of child for whom funds were deposited: _____

Custodian of account: _____

Source(s) of funds: _____

Source(s) of value: _____

33.3 Other Property of Children:

Source(s) of value: _____

34. Trusts

a. Name of trust: _____

Type of trust: _____

Attorney/Client-Privileged Information

Name and address of trustee: _____

Beneficiary(ies): _____

Description of assets held in trust: _____

Date the trust was created: _____

Value of assets held in trust: \$ _____ as of _____

Source(s) of value: _____

35. Assets Held by Either Party for Benefit of Another (Other than Trusts)

a. Name(s) of person(s) holding assets: _____

Description of assets: _____

Name and title of fiduciary (for example, executor or trustee): _____

Name of owner of beneficial interest: _____

Value of assets: \$ _____ as of _____

Source(s) of value: _____

36. Assets Held for Benefit of Either Party as Beneficiary (Other than Trusts)

a. Name(s) of person(s) holding assets: _____

Description of assets: _____

Attorney/Client-Privileged Information

Name and title of fiduciary (for example, executor or trustee): _____

Name of owner of beneficial interest: _____

Value of assets: \$ _____ as of _____

Source(s) of value: _____

Form 7-4

This form is intended to be an appendix to form 7-3, Marital Property Inventory Worksheet.

Information Required to Evaluate Rights of Reimbursement

In this questionnaire, the term “marital estate” means one of three estates: (1) the community marital estate, (2) the separate marital estate owned individually by one spouse, and (3) the separate marital estate owned individually by the other spouse.

Required Information:

(1) If there has been a payment by one marital estate of the unsecured liabilities of another marital estate, please provide the following information:

Identify the estate that paid the unsecured liabilities: _____

Identify the estate that benefited: _____

Describe the unsecured liabilities that were paid and why they were paid: _____

The date and amount of the payment: _____ \$ _____

Please describe all documentation known to you that is relevant to this issue: _____

(2) If there has been inadequate compensation received by one marital estate for the time, toil, and effort of a spouse that benefited a business entity under the control and direction of that spouse, please provide the following information:

The spouse who provided the time, toil, and effort: _____

The name of the business entity that benefited: _____

State the relationship of the spouse who provided the time, toil, and effort to the benefited business: _____

Quantify the time, toil, and effort you believe were spent and state why you believe the community was not adequately compensated: \$ _____

Quantify the increase in value of the business that you attribute to the uncompensated time, toil, and effort: \$ _____

Please describe all documentation known to you that is relevant to this issue: _____

(3) Please state the amount of reduction of the principal amount of a debt that existed at the time of marriage and that was secured by lien on any property owned before marriage to the extent the debt existed at the time of marriage: \$ _____

Please describe all documentation known to you that is relevant to this issue: _____

(4) Please state the amount of reduction of the principal amount of a debt secured by lien on any property received by a spouse by gift, devise, or descent during the marriage, to the extent the debt existed at the time the property was received: \$ _____

Please describe all documentation known to you that is relevant to this issue: _____

(5) Please state the amount of reduction of the principal amount of that part of a debt (including a home equity loan) incurred during marriage that was secured by lien on a spouse's separate property incurred for the acquisition of or capital improvements to the property: \$ _____

Please describe all documentation known to you that is relevant to this issue: _____

(6) Please state the amount of reduction of the principal amount of that part of a debt incurred during marriage that was secured by lien on the separate property owned by a spouse for which the creditor agreed to look for repayment solely to the separate marital estate of the spouse on whose property the lien attached and that was incurred for the acquisition of or for capital improvements to the property: \$ _____

Please describe all documentation known to you that is relevant to this issue: _____

(7) If the principal amount of any debt described in questions (3) through (6) above has been refinanced, please state the amount of the principal reduction caused by the refinance: \$ _____

Please describe all documentation known to you that is relevant to this issue: _____

(8) If there have been any capital improvements to a spouse's separate property, other than by incurring debt, please state the value of the property—

before the improvements were made: \$ _____

after the improvements were made: \$ _____

Please describe all documentation known to you that is relevant to this issue: _____

(9) If the community estate has reduced any unsecured debt incurred by the separate estate of one of the spouses, please state the amount of the reduction: \$ _____

Please describe all documentation known to you that is relevant to this issue: _____

Chapter 8

Ancillary Motions and Proceedings

Form 8-1	[Entry of Appearance/Designation of Attorney in Charge]	707
Form 8-2	Motion for Substitution of Counsel	709
Form 8-3	Order on Motion for Substitution of Counsel	711
Form 8-4	Motion for Withdrawal of Counsel	712
Form 8-5	Order on Motion for Withdrawal of Counsel	718
Form 8-6	Client’s Receipt for File	720
Form 8-7	Motion to Disqualify Attorney	721
Form 8-8	Order on Motion to Disqualify Attorney	723
Form 8-9	Motion to Show Authority	724
Form 8-10	Motion to Recuse Judge	727
Form 8-11	Motion to Disqualify Judge	731
Form 8-12	Response to Motion to [Recuse/Disqualify] Judge	734
Form 8-13	Order on Motion to [Recuse/Disqualify] Judge [after Hearing]	736
Form 8-14	Objection to Assigned Judge	737
Form 8-15	Motion for Referral	740
Form 8-16	Order of Referral	742
Form 8-17	Objection to Referral of Final Trial to Associate Judge.	743
Form 8-18	Motion for Alternative Service [Rule 106]	745
Form 8-19	Statement of Attempted Personal Service	747
Form 8-20	Statement in Support of Method of Alternative Service [Rule 106]	749
Form 8-21	Order on Motion for Alternative Service [Rule 106].	751
Form 8-22	Motion for Other Substituted Service [Rule 109a]	752
Form 8-23	Affidavit in Support of Motion for Other Substituted Service.	753
Form 8-24	Order on Motion for Other Substituted Service [Rule 109a].	755
Form 8-25	Motion to Amend Citation	756

Form 8-26	Order on Motion to Amend Citation	758
Form 8-27	Jurats for Unsworn Declarations	759
Form 8-28	Motion to Take Judicial Notice	761
Form 8-29	Order on Motion to Take Judicial Notice	763
Form 8-30	Motion for Severance.	764
Form 8-31	Order on Motion for Severance	767
Form 8-32	Motion to Consolidate	768
Form 8-33	Order on Motion to Consolidate	770
Form 8-34	Motion for Separate Trials	771
Form 8-35	Order on Motion for Separate Trials	774
Form 8-36	Motion for Appointment of Master in Chancery	775
Form 8-37	Order of Reference on Appointment of Master in Chancery.	777
Form 8-38	Exceptions and Objections to Report of Master in Chancery	779
Form 8-39	Order on Report of Master in Chancery.	781
Form 8-40	Motion for Rendition of Decree as Recommended by Master in Chancery	783
Form 8-41	Motion for Appointment of Auditor	785
Form 8-42	Order on Motion for Appointment of Auditor.	787
Form 8-43	Motion for Appointment of Receiver [Real Property].	789
Form 8-44	Order on Motion for Appointment of Receiver [Real Property]	792
Form 8-45	Motion for Appointment of Receiver [Business].	794
Form 8-46	Order on Motion for Appointment of Receiver [Business]	797
Form 8-47	Oath of Receiver	808
Form 8-48	Lis Pendens by Receiver	809
Form 8-49	Receiver's Motion to Dissolve Receivership Proceeding	810
Form 8-50	Receiver's Motion for Authority to List Property with [Real Estate/Business] Broker.	812
Form 8-51	Order Authorizing Receiver to List Property with [Real Estate/Business] Broker.	814

Form 8-52	Receiver's Motion for Approval of Sale	815
Form 8-53	Order Approving Sale by Receiver	818
Form 8-54	Receiver's Report of Sale and Motion for Confirmation	819
Form 8-55	Order Confirming Sale of [Real Property/Business]	821
Form 8-56	Receiver's Final Account and Motion for Discharge of Receiver	822
Form 8-57	Order Approving Final Account and Discharging Receiver	825
Form 8-58	Motion to Exclude Expert Witness	827
Form 8-59	Order on Motion to Exclude Expert Witness	831
Form 8-60	Motion to Authorize Presence of Qualified [Facility/Therapy] Dog	832
Form 8-61	Order on Motion to Authorize Presence of Qualified [Facility/Therapy] Dog	835
<i>[Forms 8-62 through 8-70 are reserved for expansion.]</i>		
Form 8-71	Letter to Client Regarding Notice of Dismissal for Want of Prosecution	837
Form 8-72	Motion to Retain Case on Docket	838
Form 8-73	Order on Motion to Retain Case on Docket and Pretrial Order	840
Form 8-74	Motion to Reinstate Case on Docket	841
Form 8-75	Order on Motion to Reinstate Case on Docket	844
Form 8-76	Request for De Novo Hearing	845
Form 8-77	Suggestion of Death	847
Form 8-78	Suggestion of Bankruptcy	849
<i>[Forms 8-79 and 8-80 are reserved for expansion.]</i>		
Form 8-81	Motion for Use of Emergency Procedures	851
Form 8-82	Order on Motion for Use of Emergency Procedures	858

Form 8-1

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Entry of Appearance/Designation of Attorney in Charge]

Use the following if the current law firm wants to designate a new lead counsel.

[Name of client], [party designation], designates [name of attorney] as the attorney in charge in accordance with rule 8 of the Texas Rules of Civil Procedure. All communications from the Court or other counsel with respect to this suit shall be sent to the attorney in charge.

Use the following if the current law firm has withdrawn and a new attorney has been retained or if the undersigned is replacing a pro se litigant.

[Name of attorney] files this Entry of Appearance. All communications from the Court or other counsel with respect to this suit shall be sent to the undersigned.

Use the following if the current law firm has not withdrawn, but the client has hired the new attorney.

[Name of attorney] files this Entry of Appearance. [Name of client], [party designation], designates [name of attorney] as the attorney in charge in accordance with rule 8 of the Texas Rules of Civil Procedure. All communications from the Court or other counsel with respect to this suit shall be sent to the undersigned.

Continue with the following.

SIGNED on _____.

[Name of client]

[Name]

Attorney for [name of client]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of client]

Form 8-2

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Substitution of Counsel

This Motion for Substitution of Counsel is brought by **[name of client]**, who requests the Court to grant permission to substitute **[name of new attorney]** as attorney of record in this case.

[Name, address, telephone number, telecopier number, and State Bar of Texas identification number of new attorney] has been employed to represent **[name of client]**, as evidenced by **[her/his]** signature on this motion. **[Name of client]** approves this substitution. This substitution is not sought for delay only.

[Name of client] prays that the Court enter an order substituting **[name of new attorney]** and discharging **[name of attorney of record]** as attorney of record for **[name of client]**.

[Name]
Attorney for **[name of client]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

AGREED TO AND APPROVED:

[Name of client]

Notice of Hearing

IT IS ORDERED that the hearing on the above Motion for Substitution of Counsel is set on _____ at _____ .M. in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of client]

Form 8-3

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Substitution of Counsel

On **[date]** the Court considered the Motion for Substitution of Counsel of **[name of client]**.

The Court finds that **[name of client]** approves the substitution and that the substitution is not sought for delay only.

IT IS THEREFORE ORDERED that **[name of attorney of record]** is discharged as attorney of record and **[name, address, telephone number, telecopier number, and State Bar of Texas identification number of new attorney]** is substituted as attorney of record for **[name of client]**.

SIGNED on _____.

JUDGE PRESIDING

Form 8-4

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Withdrawal of Counsel

This Motion for Withdrawal of Counsel is brought by **[name of movant]**, who is attorney of record for **[name of client]**. **[Name of movant]** requests the Court to grant **[him/her]** permission to withdraw as attorney for **[name of client]** in this case. In support, **[name of movant]** shows:

Good cause exists for withdrawal of **[name of movant]** as counsel, in that **[[he/she]** is unable to effectively communicate with **[name of client]** in a manner consistent with good attorney-client relations/**[name of client]** no longer wishes to retain **[name of movant]** and wishes to represent **[himself/herself]/[state other reason for withdrawal]**].

If another attorney is to be substituted, include the following paragraph and continue with the prayer.

[Name, address, e-mail address, telephone number, fax number, and State Bar of Texas identification number of new attorney] has been employed to represent **[name of client]**, as evidenced by **[his/her]** signature on this motion. **[Name of client]** has consented to the substitution of **[name of new attorney]** for **[name of movant]** as counsel, **[and the written consent is attached to this motion as Exhibit [exhibit number/letter]/as evidenced by [his/her] signature on this motion]**. This withdrawal is not sought for delay only.

If another attorney is *not* to be substituted, include the following paragraphs, selecting as appropriate.

A copy of this motion has been delivered to **[name of client]**, who is hereby notified in writing of **[his/her]** right to object to this motion. **[Name of client]** **[has/has not]** consented to the motion **[include if applicable: , and the written consent is attached to this motion as Exhibit **[exhibit number/letter]**/, as evidenced by **[his/her]** signature on this motion]**. The last known address of **[name of client]** is **[address of client]**.

Select one of the following.

There are no pending settings or deadlines, including discovery deadlines, in this case.

Or

The settings and deadlines, including discovery deadlines, in this case are as follows:
[specify all pending settings and deadlines].

Select one of the following.

There have not been any hearings in this case.

Or

The following hearings have been held in this case and have been recorded by the court reporters set forth below:

Type of Hearing	Date of Hearing	Transcript Requested?	Transcript Received?	Court Reporter's Name, Address, Tel. No.

Continue with the following.

The discovery period in this suit will continue until **[date]**.

Select one of the following.

No discovery requests have been served by either party in this case.

Or

Petitioner has served Respondent with the following discovery requests and Respondent has served Petitioner with the following responses:

Type of Discovery Request	Served by Petitioner?		Response Served by Respondent?	
	Yes	No	Yes	No
Interrogatories				
Request for Production				
Request for Disclosure				
Request for Admissions				
[Other discovery requests]				

Respondent has served Petitioner with the following discovery requests and Petitioner has served Respondent with the following responses:

Type of Discovery Request	Served by Respondent?		Response Served by Petitioner?	
	Yes	No	Yes	No
Interrogatories				
Request for Production				
Request for Disclosure				
Request for Admissions				
[Other discovery requests]				

Select one of the following.

There have not been any oral depositions in this case.

Or

The following oral depositions have been held in this case and have been recorded by the court reporters set forth below:

Name of Deponent	Date of Deposition	Transcript Requested?	Transcript Received?	Court Reporter's Name, Address, Tel. No.

Continue with the following if another attorney is *not* to be substituted.

On entry of an order granting this motion and discharging Movant as attorney of record for **[name of client]**, Movant will provide **[name of client]** with the originals of all of **[name of client]**'s discovery responses and documents **[name of client]** has produced in response to discovery requests.

Notice to Client

You are hereby notified that this Motion for Withdrawal of Counsel is set for hearing at the time and place stated below. You do not have to agree to this motion. If you wish to contest the withdrawal of **[name of attorney]** as your attorney, you should appear at the hearing. If you do not oppose **[name of attorney]**'s withdrawal as your attorney, you may notify **[name of attorney]** in writing of your consent to this motion.

Continue with the following in all motions.

[Name of movant] prays that the Court enter an order discharging **[him/her]** as attorney of record for **[name of client]**.

[Name]

Attorney for [name of client]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if another attorney is *not* to be substituted.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Continue with the following.

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of client]

Include the following if applicable.

AGREED TO AND APPROVED:

[Name of client]

Consult local rules for additional requirements of this motion.
Attach exhibit if applicable.

Form 8-5

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Withdrawal of Counsel

On [date] the Court considered the Motion for Withdrawal of Counsel of [name of movant].

The Court finds that good cause exists for withdrawal of [name of movant] as counsel.

Select one of the following.

The Court finds that [name of new attorney] has been employed to represent [name of client], that the client has consented to the substitution of counsel, and that the withdrawal of [name of movant] is not sought for delay only.

Or

The Court finds that a copy of the Motion for Withdrawal of Counsel was delivered to [name of client], that [name of client] was notified in writing of the right to object to the motion, that [name of client] [has/has not] consented to the motion, that the last known address of [name of client] is [address of client], and that the pending settings and deadlines in the case are as follows: [specify].

Continue with the following.

IT IS THEREFORE ORDERED that [name of movant] is permitted to withdraw as counsel of record for [name of party] in this case.

Select one of the following.

The Court finds that the last known mailing address of **[name of party]** is **[address of party]** and ORDERS that all notices in this case shall be either delivered to **[name of party]** in person or sent to **[name of party]** at that address by both certified and regular first-class mail.

Or

The Court recognizes **[name, address, e-mail address, telephone number, fax number, and State Bar of Texas identification number of new attorney]** as counsel of record for **[name of party]** in this case.

Continue with the following.

The Court ORDERS that **[name of movant]** immediately notify **[name of party]** in writing of any additional settings or deadlines of which **[name of movant]** now has knowledge and has not already notified **[name of party]**. The Court FURTHER ORDERS **[name of movant]** to make available to **[name of client]**, not later than **[number]** days after the date of entry of this order, the originals of all of **[name of client]**'s discovery responses and documents **[name of client]** has produced in response to discovery requests. **[Specify any further conditions imposed.]**

SIGNED on _____.

JUDGE PRESIDING

Form 8-6

Client's Receipt for File

I acknowledge that I have terminated the attorney-client relationship existing between me and the law firm of **[name of firm]**. The termination was my desire and personal choice, and I have been informed that the case is set for trial for the week of **[specify]**.

I acknowledge that the firm is not authorized to take any further action on my behalf. I further acknowledge that as of this date my file has been released to me and that the law firm is no longer in possession of any documents, pleadings, or potential evidentiary instruments, though I understand that the firm may retain copies of the contents of my file.

Select one of the following.

I further acknowledge that I am still liable for the outstanding balance of **[number]** dollars (\$**[amount]**) that is due and owing to the law firm.

Or

I further acknowledge that I have been informed that I presently owe no money to the law firm of **[name of firm]**, that all fees that were due and owing have been paid, and that all expenses incurred in connection with the representation of this case have been satisfied.

Continue with the following.

SIGNED on _____.

[Name of client]

Form 8-7

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Disqualify Attorney

This Motion to Disqualify Attorney is brought by [name of movant], who shows in support: [detail reasons for disqualification].

[Name of movant] prays that the Court grant the Motion to Disqualify Attorney.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 8-8

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Disqualify Attorney

On **[date]** the Court considered the Motion to Disqualify Attorney of **[name of movant]**
and ORDERS: **[specify court order]**.

SIGNED on _____.

JUDGE PRESIDING

Form 8-9

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Show Authority

This Motion to Show Authority is brought by **[name of movant]**, who shows in support:

1. **[Name of attorney]** has appeared in this case, purporting to represent **[name of client]**.
2. **[Name of movant]** believes that **[name of attorney]** is acting without authority and, in accordance with rule 12 of the Texas Rules of Civil Procedure, requests that **[name of attorney]** be cited to appear before the Court and show authority to **[prosecute/defend]** this action.

[Name of movant] prays that the Court grant the motion and that, after hearing, the Court refuse to permit **[name of attorney]** to appear in the case and strike the pleadings filed by **[name of attorney]** if no person authorized to **[prosecute/defend]** appears.

[Name]
Attorney for **[name of movant]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of a verification. See form [8-27](#).

Verification

The undersigned states under oath: “I am Movant in the foregoing Motion to Show Authority. I have personal knowledge of the allegations and facts stated in it, and they are true and correct.”

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Order

On _____, the Court considered the Motion to Show Authority of [name of movant] and ORDERS: [specify court order].

SIGNED on _____.

JUDGE PRESIDING

Form 8-10

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Recuse Judge

This Motion to Recuse Judge is brought by **[name of movant]**, Movant, who shows in support:

Select 1.–9. as applicable.

1. The impartiality of Judge **[name]** might reasonably be questioned, in that **[state facts]**.
2. Judge **[name]** has a personal bias or prejudice concerning **[[name]**, a party to/the subject matter of] this case, in that **[state facts]**.
3. Judge **[name]** has personal knowledge of disputed evidentiary facts in this case, in that **[state facts]**.
4. Judge **[name]** has been a material witness concerning this proceeding.
5. **[Name]**, a lawyer with whom Judge **[name]** previously practiced law, has been a material witness concerning this proceeding.
6. Judge **[name]**, while acting as an attorney in government service, participated as counsel, adviser, or material witness in the matter in controversy or expressed an opinion concerning its merits, in that **[state facts]**.

7. Judge [name], individually or as a fiduciary, [and/or] [name of spouse], the spouse of Judge [name], [and/or] [name of child], the minor child residing in the household of Judge [name],

Select as applicable.

[has/have] a financial interest in the subject matter in controversy, in that [state facts].

[has/have] a financial interest in [name], a party to the proceeding, in that [state facts].

[has/have] an interest that could be substantially affected by the outcome of the proceeding, in that [state facts].

8. [Judge [name]/[name of spouse], the spouse of Judge [name]/[name of relative], who is related by affinity or consanguinity within the third degree to [Judge [name]/[name of spouse], the spouse of Judge [name],]/[name of relative's spouse], the spouse of [name of relative], who is related by affinity or consanguinity within the third degree to [Judge [name]/[name of spouse], the spouse of Judge [name],]

Select as applicable.

is a party to the proceeding.

is an officer, director, or trustee of [name], a party to this proceeding.

has an interest that could be substantially affected by the outcome of the proceeding, in that [state facts].

is likely to be a material witness in the proceeding, in that [state facts].

9. [Name], who is acting as a lawyer in this proceeding, is

Select as applicable.

Judge [name].

[**name of spouse**], the spouse of Judge [**name**].

related by affinity or consanguinity within the first degree to [Judge [**name**]/[**name of spouse**],
the spouse of Judge [**name**]].

the spouse of [**name**], who is related by affinity or consanguinity within the first degree to
[Judge [**name**]/[**name of spouse**], the spouse of Judge [**name**]].

Continue with the following.

[**Name of movant**] prays that the Court grant the Motion to Recuse Judge.

[**Name**]
Attorney for [**name of movant**]
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

An unsworn declaration may be used in place of a verification. See
form [8-27](#).

Verification

The undersigned states under oath: “I am Movant in the foregoing Motion to Recuse
Judge. [I have personal knowledge of the allegations and facts stated in it, and they are true
and correct/[**specifically state grounds of belief, if facts are stated on information and belief**]].”

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

The following order is based on the provision of [Tex. R. Civ. P. 18a\(f\)\(1\)\(A\)](#) for the judge to recuse himself immediately. For an order of recusal *after* hearing, see form [8-13](#).

Order of Recusal

On presentation to the Court of this Motion to Recuse Judge, the undersigned judge recuses [himself/herself] from this case.

The Presiding Judge of this administrative judicial district is requested to assign another judge to sit in this case.

SIGNED on _____.

JUDGE PRESIDING

Form 8-11

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Disqualify Judge

This Motion to Disqualify Judge is brought by **[name of movant]**, Movant, who shows in support:

Select 1.–4. as applicable.

1. Judge **[name]** has served as a lawyer in the matter in controversy, in that **[state facts]**.
2. **[Name]**, a lawyer with whom Judge **[name]** previously practiced law, served during their association as a lawyer concerning the matter in controversy, in that **[state facts]**.
3. Judge **[name]** has an interest, individually or as a fiduciary, in the subject matter of this case, in that **[state facts]**.
4. Judge **[name]** is related by affinity or consanguinity within the third degree to **[name]**, one of the parties to this case, in that **[state facts]**.

Continue with the following.

[Name of movant] prays that the Court grant the Motion to Disqualify Judge.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a verification. See form 8-27.

Verification

The undersigned states under oath: “I am Movant in the foregoing Motion to Disqualify Judge. [I have personal knowledge of the allegations and facts stated in it, and they are true and correct/[specifically state grounds of belief, if facts are stated on information and belief]].”

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]Attorney for **[name of movant]**

The following order is based on the provision of [Tex. R. Civ. P. 18a\(f\)\(1\)\(A\)](#) for the judge to disqualify himself immediately. For an order of disqualification *after* hearing, see form [8-13](#).

Order of Disqualification

On presentation to the Court of this Motion to Disqualify Judge, the undersigned judge disqualifies [himself/herself] from this case.

The Presiding Judge of this administrative judicial district is requested to assign another judge to sit in this case.

SIGNED on _____.

JUDGE PRESIDING

Form 8-12

Include the following notice if a minor is named in the caption or if the response contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Response to Motion to [Recuse/Disqualify] Judge

This Response to Motion to [Recuse/Disqualify] Judge is brought by [**name of respondent**], who opposes the Motion to [Recuse/Disqualify] Judge [**name**] for the following reason[s]:

Select as applicable.

The Motion to [Recuse/Disqualify] was not timely filed.

And/Or

The Motion to [Recuse/Disqualify] is [clearly brought for unnecessary delay and without sufficient cause/groundless and filed in bad faith/groundless and filed for the purpose of harassment]. The judge hearing the motion should deny it and should order [**name of party**], [**name of party's attorney**], or both to pay the reasonable attorney's fees and expenses incurred by Movant.

Continue with the following.

[**Name of respondent**] prays that the Court deny the Motion to [Recuse/Disqualify] Judge [**name**] [**include if applicable**: and order the payment of attorney's fees and expenses].

[Name]Attorney for **[name of client]**

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]**

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]Attorney for **[name of client]**

Form 8-13

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to [Recuse/Disqualify] Judge
[after Hearing]

On [date] the Court considered the Motion to [Recuse/Disqualify] Judge of [name of movant] and ORDERS:

Select one of the following.

The Motion to [Recuse/Disqualify] Judge is GRANTED, and Judge [name] is removed as the presiding judge in this case. Judge [name] is appointed to preside over this case until its completion.

Or

The Motion to [Recuse/Disqualify] Judge is DENIED, and Judge [name] shall continue to preside over this case until its completion.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 8-14

Include the following notice if a minor is named in the caption or if the objection contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Objection to Assigned Judge

This Objection to Assigned Judge is brought by [name of movant], [party designation], who shows in support:

1. In accordance with section 74.053 of the Texas Government Code, [name of movant] objects to the assignment of Judge [name of assigned judge] to hear this case.

Select one of the following.

2. [Name of movant] received actual notice of the assignment of Judge [name of assigned judge] on [date]. This objection, which is being filed no later than the seventh day after that date and before the first hearing or trial over which the assigned judge is to preside, is timely.

Or

2. [Name of movant] received actual notice of the assignment of Judge [name of assigned judge] on [date]. This objection is filed before the first hearing or trial over which the assigned judge is to preside, and good cause exists to allow this objection to be filed later than the seventh day after [date] in that [state good cause]. [Name of movant] requests the Court grant this extension of time to file this objection.

Or

2. A motion for an extension of time to file this objection was granted on **[date]** for good cause, and this objection is filed within the extended time.

Select one of the following.

3. This is the first objection filed under section 74.053 of the Government Code by **[name of movant]**.

Or

3. Judge **[name of assigned judge]** was defeated in the last [primary/general] election for which [he/she] was a candidate for the judicial office [he/she] held.

Continue with the following.

In accordance with section 74.053 of the Texas Government Code, the assigned judge shall not hear the case.

[Name of movant] requests **[include if applicable: that the extension of time to file this objection be granted and]** that this case be reset on the docket of the regular sitting judge of this Court.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name of movant**]

Order

This Objection to Assigned Judge is [SUSTAINED/DENIED].

SIGNED on _____.

JUDGE PRESIDING

Form 8-15

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Referral

This motion is brought by **[name of movant]**, who is **[party designation]** in this case.

[Name of movant] requests the trial court to refer the following matters to the Associate Judge of this Court for disposition in accordance with subchapter A of chapter 201 of the Texas Family Code: **[list matters for which reference is sought]**.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 8-16

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order of Referral

The Court refers the following matters to the Associate Judge for hearing and adjudication: **[list issues or motions to be heard on final trial on the merits]**.

Include the following if applicable.

The powers of an associate judge are those listed in [Tex. Fam. Code § 201.007](#), except as limited by the order of referral.

The powers of the Associate Judge are limited as follows: **[specify]**.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 8-17

Include the following notice if a minor is named in the caption or if the objection contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Objection to Referral of Final Trial to Associate Judge

This objection is filed by [name], who is [party designation] in this case.

This Court signed a Referral of the Final Trial in this case to the Associate Judge on [date].

[Name] received notice of the referral on [date].

[Name] objects to the referral of this case to the Associate Judge for a final trial on the merits or presiding at a jury trial and requests the case be heard by the referring court.

[Name]
Attorney for [name]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name]

Form 8-18

This motion must be accompanied with two statements sworn to before a notary or made under penalty of perjury. Form 8-19 is the statement of the person who has attempted service under Tex. R. Civ. P. 106(a)(1) or (2). That statement must state specific facts regarding the unsuccessful attempts at service. Form 8-20 is the statement showing any location where the respondent can probably be found and stating the method of service that will be reasonably effective to give notice.

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Alternative Service

[Rule 106]

This Motion for Alternative Service is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. Service has been attempted unsuccessfully on **[name of person entitled to citation]**, as shown in the attached statement of **[name]**, the person who attempted service by **[personal delivery/ mailing citation]** to **[name of person entitled to citation]**.

2. Reasonably effective notice of the suit may be given to **[name of person entitled to citation]** by leaving a true copy of the citation, with a copy of the petition attached, with anyone older than sixteen at the location specified in the attached statement of **[name]** **[or state other manner, including electronically by social media, e-mail, or other technology, that the statement or other evidence shows will be reasonably effective to give notice]**.

[Name of movant] prays that the Court grant this Motion for Alternative Service.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach *both* statements. See forms [8-19](#) and [8-20](#).

Form 8-19

This statement is to be made by the person who has unsuccessfully attempted service by personal delivery or by mail.

The statement may be sworn to by a notary or made under penalty of perjury. The statement in this form is designed for signature before a notary. To adapt it to be made under penalty of perjury, see form 8-27.

Include the following notice if a minor is named in the caption, if the home address is stated in the statement, or if the statement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Statement of Attempted Personal Service

[Name] appeared in person before me today and stated under oath:

“My name is **[name]**. I am above the age of eighteen years, and I am fully competent to make this statement. The facts stated are within my personal knowledge and are true and correct.

“I have attempted to serve **[name of person entitled to citation]** in this case personally or by **[registered/certified]** mail at the address**[es]** and on the days and times shown below:

Specify for each attempt the date, the time, the type of service, the address, and the result.

“Following are the locations where **[name of person entitled to citation]** can probably be found: **[list each location separately]**.

“I am qualified to serve process in this case as required under rule 103, Texas Rules of Civil Procedure.”

[Name]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 8-20

The statement may be sworn to by a notary or made under penalty of perjury. The statement in this form is designed for signature before a notary. To adapt it to be made under penalty of perjury, see form 8-27.

Include the following notice if a minor is named in the caption, if the home address is stated in the statement, or if the statement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Statement in Support of Method of Alternative Service

[Rule 106]

[Name] appeared in person before me today and stated under oath:

“My name is [name]. I am above the age of eighteen years, and I am fully competent to make this statement. The facts stated are within my personal knowledge and are true and correct.

Describe any location where the person can probably be found, specifically stating reasons the person can be found there.

Include the following if applicable.

“[Name of person entitled to citation] can be given notice of this suit by [state manner of service, including electronically by social media, e-mail, or other technology, and reason that it will be reasonably effective to give notice of suit].”

Continue with the following.

[Name]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 8-21

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Alternative Service

[Rule 106]

On **[date]** the Court considered the Motion for Alternative Service of **[name of movant]** and ORDERS that service on **[name of person entitled to citation]** be effected by [leaving a copy of the citation and of the pleadings and orders at **[address, city]**, **[county]** County, Texas, with anyone older than sixteen at that address/**[specifically describe other method of service authorized, including electronically by social media, e-mail, or other technology]]**].

Proof of service shall be made by the person executing the return, stating when the citation was served, on whom it was served, and where it was served.

SIGNED on _____.

JUDGE PRESIDING

Form 8-22

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Other Substituted Service

[Rule 109a]

This Motion for Other Substituted Service is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. Attached is the affidavit of **[name]**, stating facts showing that service of citation by publication on **[name of person entitled to citation]** is authorized.
2. A method of service as likely as publication to give **[name of person entitled to citation]** actual notice is **[describe proposed method]**.

[Name of movant] prays that the Court grant this Motion for Other Substituted Service.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach the affidavit. See form [8-23](#).

Form 8-23

The affidavit should state the basis for the affiant's personal knowledge of the facts alleged. See the practice notes at section 8.58 concerning affidavits generally.

An unsworn declaration may be used in place of an affidavit. See section 8.58 and form 8-27.

Include the following notice if a minor is named in the caption or if the affidavit contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit in Support of Motion for Other Substituted Service

[Name of petitioner] appeared in person before me today and stated under oath:

“My name is **[name of petitioner]**. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“I am the Petitioner in this case.

Allege specific facts showing due diligence and continue with one of the following.

“The residence of **[name of person entitled to citation]**, a party in this case, is unknown to me. I have exercised due diligence to locate the whereabouts of this party and have been unable to do so.”

Or

“**[Name of person entitled to citation]**, a party in this case, is a transient person. I have exercised due diligence to locate the whereabouts of this party and have been unable to do so.”

Or

“**[Name of person entitled to citation]**, a party in this case, is absent from the state. I have attempted to obtain personal service of nonresident notice on this party as provided for in rule 108 of the Texas Rules of Civil Procedure and have been unable to do so.”

Or

“**[Name of person entitled to citation]**, a party in this case, is a nonresident of this state. I have attempted to obtain personal service of nonresident notice on this party as provided for in rule 108 of the Texas Rules of Civil Procedure and have been unable to do so.”

Continue with the following.

Petitioner

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 8-24

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Other Substituted Service

[Rule 109a]

On [date] the Court considered the Motion for Other Substituted Service of [name of movant]. The Court finds that service of citation by publication on [name of person entitled to citation] is authorized and that the following method of service would be as likely as publication to give [name of person entitled to citation] actual notice.

IT IS ORDERED that service on [name of person entitled to citation] be effected by [describe method]. The officer executing the citation shall state on the return the manner in which service is accomplished and shall attach any evidence showing the result of the service.

SIGNED on _____.

JUDGE PRESIDING

A true copy of the motion, affidavit, and order should be included with the citation to be issued and served in the prescribed manner.

Form 8-25

This motion should be used when a defect in the citation can be cured by a means other than having the citation served again.

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Amend Citation

This Motion to Amend Citation is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. On **[date]** **[name of person served with citation]** was served with citation by **[personal delivery/mailed citation]**.
2. The citation needs to be amended as follows: **[state reason[s] for amendment and, if appropriate, attach affidavit from process server stating any fact that needs correction]**.
3. No material prejudice will result to the substantial rights of the party against whom the process was issued if this motion is granted.

[Name of movant] prays that the Court grant this Motion to Amend Citation.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include as applicable.

Notice of Hearing

The above motion is set for hearing on _____ at _____
____.M. in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name of movant]

Form 8-26

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Amend Citation

On **[date]** the Court considered the Motion to Amend Citation of **[name of movant]** and
ORDERS that the citation be amended as follows: **[state amendment[s] to citation]**.

SIGNED on _____.

JUDGE PRESIDING

Form 8-27

In many circumstances, an unsworn declaration may be used in lieu of a written sworn declaration, verification, certification, oath, or affidavit. See section 8.58 in this manual.

If a form, or a portion of a form, calling for signature before a notary is converted to an unsworn declaration, rewording of the text will often be necessary. For example, in form 3-2, the petitioner's supporting affidavit in a divorce case, the first paragraph (referring to the petitioner's appearance before the notary) should be omitted, the quotation marks on the remaining paragraphs should be omitted, and the word "affidavit" should be changed to "declaration."

One of the jurats in this form should replace the notary's jurat.

Jurats for Unsworn Declarations

Use the following jurat except for an inmate or a government employee in the performance of the employee's job duties.

My name is [name], my date of birth is [date], and my address is [address, city, state, zip code, country]. I declare under penalty of perjury that the foregoing is true and correct.

Executed in [county] County, [state], on _____.

[Name], Declarant

Use the following jurat for an inmate.

My name is [name], my date of birth is [date], and my inmate identifying number, if any, is [number]. I am presently incarcerated in [name of corrections unit] in [city, county, state, zip code]. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____.

[Name], Declarant

Use the following jurat for a government employee in the performance of the employee's job duties.

My name is [name], and I am an employee of the following governmental agency: [name of agency]. I am executing this declaration as part of my assigned duties and responsibilities. I declare under penalty of perjury that the foregoing is true and correct.

Executed in [county] County, [state], on _____.

[Name], Declarant

Form 8-28

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Take Judicial Notice

This Motion to Take Judicial Notice is brought by **[name of movant]**, **[party designation]**, who shows in support:

Provide synopsis of laws and attach or cite sufficient common law, public statutes, foreign law, rules, regulations, ordinances, and court decisions.

[Name of movant] prays that the Court take judicial notice of the [law of **[U.S. state, territory, or jurisdiction]**]/law of **[foreign country]**/ordinance of **[Texas city or county]**/contents of the Texas Register/agency rule[s] published in the Texas Administrative Code].

[Name]
 Attorney for **[name of movant]**
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
 in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 8-29

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Take Judicial Notice

On [date] the Court considered the Motion to Take Judicial Notice of [name of movant] and takes judicial notice of the following:

Set forth common law, public statutes, foreign law, rules, regulations, ordinances, and court decisions or refer to the preceding motion and its attachments.

SIGNED on _____.

JUDGE PRESIDING

Form 8-30

Compulsory counterclaims may not be severed. The action for divorce and division of the parties' estate may not be severed.

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Severance

This Motion for Severance is filed by [name of movant], [party designation], who shows in support:

1. This is a divorce action in which a divorce of the parties, a division of their property, and provision for the conservatorship and support of their child[ren] are sought. The claim of [name of party], Intervenor, against [name] relates to [describe the nature of the intervening action] and constitutes a complete cause of action in and of itself and can stand alone as a separate lawsuit.

If ground for motion is improper joinder, include 2.

2. The claim of [name] against [name] relating to [describe nature of action] is improperly joined in this action, in that [describe circumstances showing improper joinder of claim, e.g., the claims involve different parties, the claims do not arise out of the same transaction, occurrence, or series of transactions or occurrences and do not involve common questions of law or of fact, and the issues to be tried with respect to each claim are diverse and different].

If ground for motion is prejudice to movant, include 3.

3. It would be prejudicial and cause undue hardship, expense, and delay to **[name of movant]** to require [him/her] to participate in a trial of all claims joined in this action, in that **[describe circumstances giving rise to prejudice, e.g., [name of movant]** is prepared for trial on the cause relating to its claim and the other parties are not prepared for trial on their respective causes. Consequently, the trial of **[name of movant]**'s claim will be delayed for an undue period unless severance is ordered. This delay will prejudice **[name of movant]** because [his/her] action is [for grandparent possession of or access to the child[ren]/an action to recover for debt against both parties/**[other description]**]].

[Name of movant] prays that the Court grant this motion and order the cause of action between **[name]** and **[name]** relating to **[describe cause of action]** be severed, made the subject of a separate suit, and assigned its own cause number on the docket of this Court.

[Name]
Attorney for **[name of movant]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 8-31

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Severance

On **[date]** the Court considered the Motion for Severance of **[name of movant]**.

IT IS ORDERED that the cause of action asserted by **[name and party designation]** against **[name and party designation]** relating to **[describe nature of intervenor's action]** is severed from this action and made the subject of a separate action, to proceed as such to final judgment or other disposition in this Court.

IT IS FURTHER ORDERED that separate judgments be entered in the severed causes, each judgment to be final and to dispose completely of all the issues between all the parties in the respective suits.

IT IS FURTHER ORDERED that the clerk copy and place in the new file the following documents: **[specify the exact documents to be placed in new file]**.

SIGNED on _____.

JUDGE PRESIDING

Form 8-32

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Provide captions for both cases.

Motion to Consolidate

This Motion to Consolidate the above lawsuits is brought by **[name of movant]**, who shows in support:

1. These lawsuits involve [a] common question[s] of law or of fact.
2. It would serve the convenience of the Court, litigants, and counsel and would avoid multiplicity of suits, duplication of testimony, and unnecessary expense and delay to have these lawsuits consolidated for trial.

[Name of movant] prays that the Court grant the Motion to Consolidate and consolidate these lawsuits under the older and lower cause number.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]
Attorney for **[name of movant]**

Form 8-33

Include the following notice if a minor is named in one or both captions or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Provide captions for both cases.

Order on Motion to Consolidate

On **[date]** the Court considered the Motion to Consolidate of **[name of movant]** and
ORDERS that the above lawsuits be consolidated under the older and lower cause number.

SIGNED on _____.

JUDGE PRESIDING

[Newer cause number]

And/Or

JUDGE PRESIDING

[Older cause number]

Form 8-34

The issues in a family law case that would most typically be tried separately are property issues, informal marriage, and the question of managing conservatorship.

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Separate Trials

This Motion for Separate Trials is brought by [name of movant], [party designation], who shows in support:

Select 1.–3. as applicable.

1. The issues pertaining to managing conservatorship of the child[ren] are unrelated to any matters involving characterization or division of the property, which are so complicated as to unduly hamper the proceedings with regard to conservatorship. To try both issues together would unduly detract from the issues concerning the child[ren].

2. Trying the conservatorship and property issues simultaneously would serve as an economic waste to the parties concerned with regard to the payment of attorney's fees for the [ad litem/amicus attorney], who would unnecessarily incur expense for attendance at court during trial on the property issues. It would cause an unnecessary burden on witnesses to be placed on standby for what could amount to several weeks.

3. Trying the issues of the validity of the informal marriage, divorce, and property division in the same proceeding would result in unnecessary expense for the parties, if an

informal marriage is found not to exist by the trier of fact. The facts developed during a separate trial on informal marriage would be germane to a second trial on divorce and property issues only if the fact finder finds that an informal marriage exists.

[Name of movant] prays that the Court grant the Motion for Separate Trials.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for **[name of movant]**

Form 8-35

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Separate Trials

On **[date]** the Court considered the Motion for Separate Trials of **[name]**, Movant, and ORDERS that separate trials be conducted with regard to **[specify issues, e.g., the issue of managing conservatorship and the issues of characterization and division of property/the issue of validity of the informal marriage and the issues of divorce and characterization and division of property]**.

SIGNED on _____.

JUDGE PRESIDING

Form 8-36

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Appointment of Master in Chancery

This Motion for Appointment of Master in Chancery is brought by **[name of movant]**, **[party designation]**, who shows in support: **[detail the reasons that good cause exists for appointment]**.

[Name of movant] prays that the Court grant the Motion for Appointment of Master in Chancery.

[Name]
Attorney for **[name of movant]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 8-37

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order of Reference on Appointment of Master in Chancery

On **[date]** the Court considered the Motion for Appointment of Master in Chancery of **[name of movant]**.

The Court, after hearing the evidence and argument and taking judicial notice of the proper proceedings in this matter and of the Court's file and the discovery taken, finds that good cause has been shown for the appointment of a master in chancery.

IT IS ORDERED that **[name]**, a citizen of this state, who is not an attorney for either party to this action or related to either party, is hereby appointed Master in Chancery with the following powers:

1. to conduct hearings and make a record;
2. to receive and report evidence;
3. to fix a time and place for the beginning and closing of hearings;
4. to regulate all proceedings at every hearing before **[him/her]**;
5. to do all acts and take all measures necessary or proper for the efficient performance of **[his/her]** duties under the order of reference;

6. to require production of evidence on all matters embraced in the order of reference, including the production of books, papers, vouchers, documents, and other writings applicable to those matters;
7. to rule on the admissibility of evidence and put witnesses under oath;
8. to examine witnesses, including the parties;
9. to make a record of the evidence offered and excluded in the same manner as provided for a court sitting in the trial of a case;
10. to file a full and complete report to this Court.

IT IS FURTHER ORDERED that any party in this case who desires to except to the Master's report shall file objections in writing within ten days after filing of the Master's report. The Court may confirm, modify, correct, review, reverse, or recommit the Master's report after it is filed, if the Court deems it necessary and proper in the particular circumstances of this case.

IT IS FURTHER ORDERED that reasonable compensation for the Master in Chancery shall be awarded by this Court to be taxed as costs of suit.

SIGNED on _____.

JUDGE PRESIDING

Form 8-38

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Exceptions and Objections to Report of Master in Chancery

Select as applicable.

[**Name**], [Petitioner/Respondent], objects to paragraph [**number**] of the Findings and Recommendations, which states that the parties made known their desire to appoint a master in chancery. Neither party requested a master in chancery, and the Court appointed the Master on its own motion.

And/Or

[Petitioner/Respondent] objects to paragraph [**number**] of the Findings and Recommendations because [**state specific reasons for objection**].

Repeat above paragraph for each objection.

And/Or

[Petitioner/Respondent] objects to the Master in Chancery's recommendations for division of property. Specifically, [Petitioner/Respondent] objects to [**state specific paragraph and specific objections; repeat as necessary**].

Continue with the following.

[Name]

Attorney for [Petitioner/Respondent]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [Petitioner/Respondent]

Form 8-39

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Report of Master in Chancery

On **[date]** the Court considered the Report of Master and the Exceptions and Objections to Report of Master in Chancery filed in this case and ORDERS:

1. The Court adopts the Master's proposed Findings and Recommendations, numbers **[list all numbers adopted by court in report of master]**.
2. The Court rejects the Master's proposed Findings and Recommendations, numbers **[list all numbers rejected by court in report of master]**.
3. The Court modifies Findings and Recommendations, numbers **[list all numbers modified by court in report of master and state findings as modified]**.
4. The Court adopts the Master's recommendations for division of property, numbers **[list all numbers adopted by court]**.
5. The Court rejects the Master's recommendations for division of property, numbers **[list all numbers rejected by court]**.
6. The Court modifies the Master's recommendations for division of property, numbers **[list all numbers modified by court and state recommendations as modified]**.

SIGNED on _____.

JUDGE PRESIDING

Form 8-40

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Rendition of Decree as Recommended by Master in Chancery

This Motion for Rendition of Decree as Recommended by Master in Chancery is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. On **[date]** the Report of Master in Chancery was filed in this case. On **[date]** Exceptions and Objections to Report of Master in Chancery was filed by **[name]**. On **[date]** the Court entered its Order on Report of Master in Chancery after considering the parties' exceptions and objections.

2. The attached Final Decree of Divorce conforms to the Order on Report of Master in Chancery.

[Name of movant] prays that the Court grant the Motion for Rendition of Decree as Recommended by Master in Chancery.

[Name]
Attorney for **[name of movant]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for **[name of movant]**

Form 8-41

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Appointment of Auditor

This Motion for Appointment of Auditor is brought by [name of movant], [party designation], who shows in support: [detail the reasons that good cause exists for appointment].

[Name of movant] prays that the Court grant the Motion for Appointment of Auditor.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 8-42

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Appointment of Auditor

On **[date]** the Court considered the Motion for Appointment of Auditor of **[name of movant]**.

IT IS ORDERED THAT **[name of auditor]** is appointed auditor for the purpose of investigating all of the parties' financial records, including, without limitation, all financial records of **[name]**, **[Respondent/Petitioner]**, **[include if applicable: including [name any business],]** and all accounts of **[Respondent/Petitioner]** held in various financial institutions to determine **[detail scope of auditor's inquiry with specificity]**.

IT IS FURTHER ORDERED that the parties promptly deliver to the auditor, at the time and place **[he/she]** directs, the originals of all the financial records in order that the work may be promptly discharged.

IT IS FURTHER ORDERED that the auditor verify **[his/her]** report by affidavit stating that **[he/she]** has carefully examined the state of the accounts between the parties and that **[his/her]** report contains a true statement thereof as far as it has come within **[his/her]** knowledge. The report shall be admitted into evidence but may be contradicted by evidence from either party where exceptions to the report or to any item in it have been filed with the Court within **[number]** days after the filing of the auditor's verified report.

IT IS FURTHER ORDERED that the auditor be awarded reasonable compensation to be taxed as costs of court.

SIGNED on _____.

JUDGE PRESIDING

Form 8-43

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Appointment of Receiver
[Real Property]

This Motion for Appointment of Receiver is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. Petitioner, **[name]**, and Respondent, **[name]**, are the owners of real property located at **[street address, city, county]**, more particularly known as **[legal description]**. **[Include if foreclosure proceedings are pending: [Name of lienholder], the lienholder, can be served with process at [address, city, state].]**

Select one of the following.

2. The property is subject to a real estate lien in favor of **[name of lienholder]** in the principal sum of **[\$[amount]]**, which is secured by a recorded deed of trust. Payments on the property have not been made for more than **[number]** months. There is now approximately **[\$[amount]]** in equity in the property. There is now danger that if a receiver is not appointed, the community estate will suffer irreparable loss. There is no adequate remedy at law except for the appointment of a receiver.

Or

2. Petitioner and Respondent cannot agree on the terms of sale for the property described in this motion. Unless a receiver is appointed to immediately take charge and con-

trol of the property, there is danger that the community estate will suffer irreparable loss.

There is no adequate remedy at law except for the appointment of a receiver.

Include the following if applicable.

3. **[Name of movant]** requests that the Court assess an appropriate bond and that **[name]** be restrained temporarily, immediately without hearing, and after notice and hearing be temporarily enjoined from foreclosing, seeking to foreclose, or taking or attempting to take possession of the property described in this petition.

Continue with the following.

[Name of movant] prays that the Court grant this Motion for Appointment of Receiver.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____. M.
 in **[designation and location of court]**.

SIGNED on _____.

 Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Forms 3-3 and 4-3 may be adapted for the appropriate TRO and injunction. Any permanent injunction rendered by the court must be issued in accordance with Tex. R. Civ. P. 680–684.

Form 8-44

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Appointment of Receiver
[Real Property]

On [date] the Court considered the Motion for Appointment of Receiver of [name of movant] for the immediate appointment of a receiver to take charge and possession of property located at [street address, city, state]. The Court, after hearing pleadings, evidence, and argument of counsel, is of the opinion that proper grounds exist for the immediate appointment of a receiver.

The Court finds that [name] is a registered voter, citizen, and resident of Texas and is qualified to serve as Receiver.

IT IS THEREFORE ORDERED that [name of receiver] is appointed Receiver to take charge and possession of the real property located at [address and legal description of real estate]. The necessity of a bond by Receiver is waived.

IT IS FURTHER ORDERED that [name of receiver] is authorized to manage, control, and dispose of the property as [he/she] sees fit in [his/her] sole discretion [and/or specify other powers].

IT IS FURTHER ORDERED that the parties fully cooperate with Receiver, including, without limitation, signing any real estate listing agreement, showing property to prospective buyers, and vacating premises, if necessary in the opinion of Receiver.

Receiver may enforce this order by contempt if the parties do not cooperate.

SIGNED on _____.

JUDGE PRESIDING

Form 8-45

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Appointment of Receiver
[Business]

This Motion for Appointment of Receiver is brought by [name of movant], [party designation], who shows in support:

1. [Petitioner, [name], and Respondent, [name],/Petitioner, [name],/Respondent, [name],] [are/is] the owner[s] of a business that operates under the name [name] and is located at [street address, city, county]. The appointment of a receiver to [sell/operate/operate, including rehabilitate or liquidate,/operate and sell] this business is necessary and equitable.

Select one of the following.

2. The business the subject of this motion is being used to waste marital assets to the detriment of the parties. There is now danger that if a receiver is not appointed, the community estate will suffer irreparable loss. There is no adequate remedy at law except for the appointment of a receiver and that the receiver [sell/operate/operate, including rehabilitate or liquidate,/operate and sell] the business.

Or

2. [Designation of non-moving party] has failed to meet [his/her] financial obligations under this Court's orders. If a receiver is not appointed to immediately [sell/operate/operate,

including rehabilitate or liquidate,/operate and sell] the business, the community will be harmed. There is no adequate remedy at law except for the appointment of a receiver.

Include any other grounds for the appointment of a receiver and the sale, operation, etc. of the business.

Include the following if applicable.

3. [Name of movant] requests that the Court assess an appropriate bond. [Name of movant] requests that [name] be restrained temporarily, immediately without hearing, and after notice and hearing be temporarily enjoined from [include if applicable: foreclosing, seeking to foreclose, or] taking or attempting to take possession of the business described in this petition.

Continue with the following.

[Name of movant] prays that the Court grant this Motion for Appointment of Receiver to [sell/operate/operate, including rehabilitate or liquidate,/operate and sell] the business.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ . M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Forms 3-3 and 4-3 may be adapted for the appropriate TRO and injunction. Any permanent injunction rendered by the court must be issued in accordance with Tex. R. Civ. P. 680–684.

Form 8-46

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Appointment of Receiver
[Business]

On [date] the Court considered the Motion for Appointment of Receiver of [name of movant], Movant, which requested the immediate appointment of a receiver to take charge and possession of property owned by [Petitioner, [name], and Respondent, [name],/Petitioner, [name],/Respondent, [name],] consisting of a business that operates under the name of [name] (“Business”) and is located at [street address, city, state] and to [sell/operate/operate, including rehabilitate or liquidate,/operate and sell] the same. The Court, after considering the pleadings, evidence, and argument of counsel, is of the opinion that sufficient grounds exist for the immediate appointment of a receiver. Movant has complied with all requirements of the law, all other available legal and equitable remedies are inadequate, and the facts and circumstances in this lawsuit necessitate the appointment of a receiver to [sell/operate/operate, including rehabilitate or liquidate,/operate and sell] Business to avoid irreparable damage to Movant and other interested parties.

The Court finds that [name] is a registered voter, citizen, and resident of Texas and is qualified to serve as Receiver.

IT IS THEREFORE ORDERED that [name] is appointed Receiver to take charge and possession of Business and to [sell/operate/operate, including rehabilitate or liquidate,/operate and sell] the same.

IT IS FURTHER ORDERED that on filing of a bond fixed and approved by this Court in the amount of [number] dollars (\$[amount of bond]) and Receiver's sworn oath to perform and faithfully discharge [his/her] duties as Receiver in this lawsuit in obedience to the orders of this Court, Receiver shall be and hereby is given the power and authority to do all acts necessary to [sell/operate/operate, including rehabilitate or liquidate,/operate and sell] the Property (as defined below) of Business (the "Receivership Estate"), including the following:

1. *Property.* Take immediate and exclusive possession, custody, and control of all interests in Business and collateral of Business, whether real or personal, tangible or intangible, and wherever located (collectively, the "Property"); subject, however, to compliance with the terms and conditions of all agreements and other instruments relating to the ownership, lease, use, or occupancy thereof. Receiver is granted the power and authority to perform all acts necessary to conserve, hold, manage, and preserve the value of the Receivership Estate, in order to prevent any irreparable loss, damage, or injury to the Receivership Estate. Receiver shall be entitled to the assistance of law enforcement officials, if necessary, to take possession, custody, and control of the Property or at any other time during the Receivership as necessary to preserve the peace and protect the Property of the Receivership Estate.

2. *Operations and Control.* Operate, manage, [include if applicable: sell,] control, and conduct business operations in the ordinary and usual course and do all things and incur the risks and obligations ordinarily performed or incurred by owners, managers, and operators of similar businesses while having exclusive and sole control of and authority to act for Business, to the exclusion of all others, including all other management currently in place; PROVIDED THAT notwithstanding anything contained in this order to the contrary, Receiver may not [include if applicable: except as otherwise provided in this order] (a) create, incur, assume,

or suffer to exist any indebtedness, obligations, or liabilities other than in the ordinary course of business; (b) sell, lease, transfer, or otherwise dispose of any of the Property of Business, except the sale of inventory in the ordinary course of business; or (c) acquire all or a substantial portion of the assets or equity interests of any person or entity without the prior written consent of the Court. Receiver shall have all powers, authorities, rights, and privileges heretofore possessed by any and all officers, directors, managers, and other governing agents of Business.

3. *Bank Accounts.* Take immediate and exclusive possession, custody, and control of all bank accounts, deposit accounts, commodity accounts, and securities accounts belonging to Business at any financial institution, and receive from all depositories, banks, brokerages, persons, or entities holding any funds on deposit arising from, or related to, the Property of the Receivership Estate or belonging to Business whether those funds are in an account in the name of Business or not, and Receiver may indemnify the institution on which such demand is made and is empowered to open or close any such accounts. Receiver shall have authority and custody of all credit card merchant accounts, such as Visa, MasterCard, American Express, Discover, or otherwise, whether those funds are in accounts in the name of Business or not. Receiver shall also have authority and custody over all gift card accounts in the name of Business. Receiver shall deposit funds collected and received in connection with the Receivership Estate into one or more accounts maintained at a federally insured banking institution. Monies coming into the possession of Receiver and not expended for any purpose authorized by this order shall be held by Receiver pending further orders of this Court. All financial institutions, on presentation of a copy of this order, shall provide copies of any requested records regarding any such accounts to Receiver. Receiver may add [his/her] agents or employees as additional signatories to any bank accounts, money market accounts, certificates of deposit, or other financial instruments or accounts controlled by Receiver.

4. *Checks.* Receive and endorse checks made payable to Business or relating to the Property of the Receivership Estate, either in the name of Receiver or in the name of Business.

5. *Debts and Obligations.* Collect or compromise debts of the Receivership Estate and incur any risks and obligations ordinarily incurred by owners, managers, and operators of similar businesses that, in Receiver's reasonable judgment, are necessary for the management, operation, preservation, rehabilitation, or liquidation of the Receivership Estate. Receiver may demand, collect, and receive all rents, profits, and other income from the Property of the Receivership Estate, or any part of the same that is owed, unpaid, and collected or uncollected as of the effective date of this order or that hereafter becomes due. Any such risks or obligations incurred by Receiver in performance of [his/her] duties as Receiver pursuant to this order shall be a risk or obligation of the Receivership Estate and not personally of Receiver.

6. *Loans and Contributions of Funding.* Borrow from, and pay amounts due to, Movant or third parties for funding of amounts required to continue the management, operation, preservation, rehabilitation, or liquidation of the Receivership Estate or, in the event the income of the Receivership Estate is insufficient to meet expenses, on such terms and conditions as Receiver deems reasonable.

7. *Income.* Collect all rents, profits, and other income and collect money or property owed by any third party to Business that now or hereafter may be due from the management or operation of the Receivership Estate.

8. *Employees and Agents.* Hire, retain, or terminate employees, independent contractors, consultants, attorneys, certified public accountants, brokers, security guards, bookkeepers, and other parties or agents of Business, in the management and operation of the Property of the Receivership Estate as Receiver deems appropriate and pay the reasonable value of the services rendered by those parties, in which case payroll taxes, workers' compensation insurance, and related costs will be carried and reported as those of Business. Receiver

will not be bound by Business's employment contracts, collective-bargaining agreements, or employment practices, policies, or benefits. Receiver shall have the sole and exclusive authority to direct employees, contractors, bankers, investment advisors, accountants, attorneys, and other agents of Business.

9. *New Contractors.* Employ, on a contract basis, professionals, agents, employees, or contractors and purchase inventory, tools, merchandise, material, services, software, and supplies, at ordinary and usual rates and prices, using funds that come into [his/her] possession as Receiver.

10. *Professionals.* Hire, employ, and retain independent legal counsel, certified public accountants, appraisers, leasing agents, investigators, security guards, technical and other consultants, brokers [**include if applicable:** including business brokers], property management companies, and any other personnel or employees Receiver deems necessary to advise, assist, or represent Receiver in performance of [his/her] duties and obligations pursuant to this order, at ordinary and usual rates and prices, using funds that come into [his/her] possession as Receiver.

11. *Mail.* Open and review all mail, packages, or other deliveries directed to Business or its agents or representatives, and issue demand to the U.S. Postal Service granting Receiver exclusive possession and control of mail, including postal boxes as may have been used by Business, and directing that certain mail related to the Receivership Estate be directed to Receiver.

12. *Insurance.* Enter into, adjust, or maintain existing insurance necessary to protect and preserve the Property of the Receivership Estate. That insurance shall be in an amount that Receiver deems sufficient. [**Include if applicable:** For any existing insurance, Movant shall be named as an additional insured on the policies during the Receivership.] If sufficient coverage does not exist, Receiver shall immediately notify the parties to this divorce and shall have

thirty calendar days to procure sufficient all-risk and liability insurance on Property of the Receivership Estate. If Receiver does not have sufficient funds to procure sufficient coverage, Receiver shall seek instructions from this Court with regard to adequately insuring the Property of the Receivership Estate. Receiver shall not be responsible for claims arising from the lack of procurement or inability to obtain insurance.

13. *Licenses and Permits.* Take immediate and exclusive possession, custody, and control of all licenses, permits, or other government-issued documents necessary for the continued operation of Business, including any permit or license issued in the name of Business or a related entity of Business that is required and necessary for the continued operation of Business. If the issuing agency requires that Receiver apply for a new license, permit, or other document, Receiver is authorized to continue to perform his duties as Receiver pending issuance of that new permit or license.

14. *Interests.* Take immediate and exclusive possession, custody, and control of all membership interests, partnership interests, stock, and other legal rights and interests of Business in any limited liability company, partnership, corporation, or other entity or relationship.

15. *Authorized Signatory.* Execute all contracts and other documents and perform all acts and obligations in relation thereto, in the name of Business, Receivership Estate, or Receiver, as necessary for the management, operation, preservation, rehabilitation, or liquidation of the Receivership Estate.

16. *Leases.* Negotiate, enter, or extend any lease for a period not to exceed one year, unless ordered by this Court, and modify or terminate existing leases affecting part or all of the Receivership Estate that are not commercially reasonable or beneficial to the operation of the Receivership Estate.

17. *Other Contracts.* Negotiate, enter, or extend any contract as Receiver deems necessary for the management, operation, preservation, rehabilitation, or liquidation of the

Receivership Estate, including any purchase agreements or management contracts associated with such management, operation, preservation, rehabilitation, or liquidation of the Receivership Estate, for a period not to exceed one year, unless approved by this Court, and modify or terminate existing contracts affecting part or all of the Receivership Estate that are not commercially reasonable or beneficial to the operation of Receivership Estate.

18. *Debt Collection.* In Receiver's sole discretion, issue demands and bring and prosecute all proper actions for the collection of accounts receivable or contract rights of Business when due.

19. *Litigation.* In Receiver's sole discretion, bring, prosecute, defend, or resolve any lawsuit commenced by or against Business and employ attorneys, experts, or other third parties Receiver deems necessary to prosecute or defend such lawsuits, for the rehabilitation or liquidation of Business for the benefit of Business's creditors.

20. *Statutory Powers and Duties.* Exercise all powers and discharge all duties provided to receivers pursuant to chapter 64, subchapter C, of the Texas Civil Practice and Remedies Code and other law applicable to receivers.

21. *Court Orders.* Perform all other lawful acts necessary to discharge Receiver's duties pursuant to this order or any other court order, including seeking relief from this Court or, as may be necessary, instituting ancillary proceedings in this Court to recover assets or records belonging to Business, to recover fraudulent or otherwise improper transfers, or to assert any cause of action or claim belonging to Business.

Inventory

IT IS FURTHER ORDERED that as soon as possible after appointment, but in any event no later than [number] days after entry of this order, Receiver shall file with this Court

an inventory of all Property over which Receiver has taken possession, custody, and control pursuant to this order.

Delivery of Receivership Estate and Income and Revenues

IT IS FURTHER ORDERED that on notice to Business and the parties of this order, Business and parties (1) shall peacefully and immediately, but in no event less than forty-eight hours therefrom, surrender, turn over, and deliver to Receiver the Receivership Estate, including all records, books of account, executed originals of leases, contracts, insurance policies, sales tax returns, documents, and papers, and all revenues and income generated from the Property of Business in their possession, custody, or control; (2) are directed to cooperate with Receiver and to disclose all information relating to the management and operation of the Receivership Estate, including the names of all vendors and suppliers, copies of bills, service contracts, and bank accounts in their possession, custody, and control, and to turn over to Receiver any other material in their possession, custody, or control relevant and necessary in the opinion of Receiver to the fulfillment of [his/her] duties as Receiver pursuant to this order; (3) shall prepare and provide to Receiver an itemization as to the Receivership Estate of all accounts payable and receivable and operating expenses paid during this transition period; and (4) shall provide Receiver with access to all accounts, records, files, user names, and passwords maintained in connection with the Receivership Property and needed to access Business's accounts.

IT IS FURTHER ORDERED that Business shall instruct all employees, agents, or others now or hereafter in possession of any portion of the Receivership Estate to contact Receiver to arrange for the immediate turnover of the Receivership Estate to Receiver as Receiver may direct.

IT IS FURTHER ORDERED that if a party violates a material provision of this order, Movant or Receiver may petition this Court to issue an order to show cause why such party

should not be found to be in contempt. All persons are hereby directed to comply with this order and any lawful instructions of Receiver made pursuant to the authority granted in this order. Nothing in this order shall require individuals to perform work at the behest of Receiver without fair compensation.

Overhead Expenses of Receiver

IT IS FURTHER ORDERED that all fees and expenses incurred by Receiver that pertain solely to Receiver's general office administration or overhead, including office supplies, employee wages, taxes, and benefits, and other charges, shall not be an expense of the Receivership Estate unless incurred directly and solely for the benefit of the Receivership Estate.

Termination Order

IT IS FURTHER ORDERED that as soon as practicable after termination of this Receivership, Receiver shall file, serve, and set for hearing in this Court [his/her] Final Report and Accounting. Notice shall be given to all persons for whom Receiver has received notice of potential claims against the Receivership Estate. The motion to approve the final report and accounting, and for discharge of Receiver, shall contain a summary of Business's Receivership accounting including enumeration, by major categories, of total revenues and total expenditures; the net amount of any surplus or deficit with supporting facts; a declaration under penalty of perjury of the basis for the termination of Business's Receivership; and evidence to support an order for the distribution of any surplus, or payment of any deficit, in the Receivership Estate. The bond of Receiver shall be canceled on this Court's discharge of Receiver.

General Orders

IT IS FURTHER ORDERED that on the failure of Business, its agents, its representatives, and all persons acting under, in concert with, or on its behalf, to abide by any term or

condition of this order, Receiver may petition this Court for further action to compel and enforce this order.

IT IS FURTHER ORDERED that all parties hereto, related or interested parties hereto, and all other persons and entities are hereby enjoined from interfering with Receiver's exclusive conduct of Business's Receivership.

IT IS FURTHER ORDERED that Receiver and the parties to this lawsuit may at any time apply to this Court for instructions or orders. This Court may grant any order requested by Receiver, without further notice or hearing, if no objection is filed with this Court and served on Receiver and the parties within twenty days after filing and service of Receiver's request.

IT IS FURTHER ORDERED that no party to this lawsuit, their agents, representatives, and all persons acting under, in concert with, or on their behalf shall file a lawsuit against Receiver, or take other action against Receiver, without an order of this Court permitting the lawsuit or action; PROVIDED, HOWEVER, THAT no prior court order is required to file a motion in this action to enforce the provisions of this order or any other order of this Court in this action.

IT IS FURTHER ORDERED that Business, its agents, its representatives, and all persons acting under, in concert with, or on its behalf, with actual notice of this order are enjoined from in any way disturbing the Receivership Estate and from prosecuting any actions or proceedings that affect the Receivership Estate, to the extent that the same would injure the Property or interfere or disturb these receivership proceedings, without permission from this Court.

IT IS FURTHER ORDERED that the Receivership Estate and its employees, agents, attorneys and all professionals and management companies retained by Receiver shall not be held liable for any claim, obligation, liability, action, cause of action, cost, expense, or debts incurred by Business. Receiver and Receiver's employees, agents, professionals, and attor-

neys shall have no personal liability and shall have no claim asserted against them relating to Receiver's duties under this order, without prior authority from this Court as provided in this order. Nothing contained in this order shall be construed as obligating or permitting Receiver to advance Receiver's own funds to pay any costs and expense of the Receivership Estate.

IT IS FURTHER ORDERED that [name of movant] shall indemnify, defend, and hold Receiver harmless from all suits in connection with the Receivership Estate and from all liability, including for damages to property and injury or death related to the business or property of the Receivership Estate, except for liability arising out of Receiver's willful misconduct or gross negligence that is not the result of Business's or [name of movant]'s instruction or direction.

IT IS FURTHER ORDERED that, on request made by any equity owner of Business, Receiver shall provide to that equity owner or his or her representatives, during reasonable business hours, reasonable access to, and shall permit the equity owner or his or her representatives to make copies of, any records or other pertinent information reasonably necessary for the equity owner to (1) make any filings with any governmental authorities, including state and federal income tax returns for any taxable year, or (2) respond to inquiries or investigations by governmental authorities or to lawsuits or other legal proceedings.

SIGNED on _____.

JUDGE PRESIDING

Form 8-47

An unsworn declaration may be used in place of an affidavit. See section 8.58 of the practice notes and form 8-27.

Include the following notice if a minor is named in the caption. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Oath of Receiver

I, **[name of receiver]**, Receiver, swear that I will faithfully perform and discharge the duties of Receiver and obey the orders of the Court.

[Name of receiver], Receiver

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 8-48

Lis Pendens by Receiver

STATE OF TEXAS)

COUNTY OF)

NOTICE IS HEREBY GIVEN that there is pending in the **[designation]** Court of **[county]** County, Texas, under Cause No. **[number]**, a suit styled “**[style of suit]**.” The parties to that suit are: **[list the names and party designations of all the parties]**.

In that suit the real property described as follows: **[legal description of property]** has been placed in custodia legis. The undersigned has been appointed Receiver by the Court and has qualified.

[Name of receiver], Receiver

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by **[name of receiver]**.

Notary Public, State of Texas

When recorded, return this instrument to:

[Name and address of attorney]

Form 8-49

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Receiver's Motion to Dissolve Receivership Proceeding

This Motion to Dissolve Receivership Proceeding is brought by [name], Receiver, who shows in support:

Select one of the following.

1. The [property/business] the subject of these proceedings is encumbered by liens equal to or greater than the current market value of the [property/business]. There is no reasonable expectation that Receiver will be able to sell the [property/business] for an amount equal to or greater than the amount of the liens.

Or

1. The purpose for which a receiver was appointed to operate the business [has been satisfied/is no longer feasible to pursue].

Include any other grounds for the dissolution of the receivership.

Continue with the following.

2. It would be in the best interest of this proceeding to dissolve the receivership and to release the property involved from custodia legis.

Receiver prays that the Court grant this Motion to Dissolve Receivership Proceeding.

[Name]
Attorney for Receiver
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for Receiver

Form 8-50

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Receiver's Motion for Authority to List Property with
[Real Estate/Business] Broker**

This Motion for Authority to List Property with [Real Estate/Business] Broker is brought by [name], Receiver, who shows in support:

1. On [date] Receiver was appointed by order of this Court and thereafter accepted the appointment and qualified as Receiver by making and filing the oath required by law.
2. It would serve the interest of the receivership to authorize Receiver to list the [property/business] [[**legal description of property**]/[**name of business**]] with a [duly licensed real estate/business] broker with sales experience in the [area/county] where the [property/business] is located. Receiver requests authorization to enter into a [real estate/business] brokerage agreement with [**name of broker**] for sale of the [property/business]. The proposed agreement is attached as Exhibit [**exhibit number/letter**].

Receiver prays that the Court grant this Motion for Authority to List Property with [Real Estate/Business] Broker.

[Name]

Attorney for Receiver

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]****Notice of Hearing**

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk**Certificate of Service**

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for Receiver

Attach exhibit.

Form 8-51

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order Authorizing Receiver to List Property with [Real Estate/Business]
Broker**

On [date] the Court considered the Motion for Authority to List Property with [Real Estate/Business] Broker of [name], Receiver.

IT IS ORDERED that Receiver is authorized to enter into a [real estate/business] brokerage agreement with [name of broker] containing the terms shown in Exhibit [exhibit number/letter] attached to this order.

SIGNED on _____.

JUDGE PRESIDING

Attach exhibit.

Form 8-52

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Receiver's Motion for Approval of Sale

This Motion for Approval of Sale is brought by **[name]**, Receiver, who shows in support:

1. On **[date]** Receiver was appointed by this Court and authorized and directed to sell the [residence situated at **[street address, city, state]**, more properly known as: **[legal description of property]**/business known as **[name of business]**]. Following the entry of the order, Receiver marketed the [property/business] and has now obtained a purchaser for the [property/business].

2. Receiver is ready to sell the [property/business] to **[name[s] of buyer[s]]** for a total sales price of \$**[amount]**, on the terms and conditions set forth in [an earnest money contract/a contract for sale], a copy of which is attached as Exhibit **[exhibit number/letter]**. Receiver is of the opinion that this sale represents the highest and best sales price readily obtainable after reasonable effort and due diligence and recommends to the Court that the sale be confirmed by this Court.

3. Receiver moves that the Court set a hearing on this sale and that, after hearing, this Court make and enter its order approving the sale and authorizing and directing Receiver to execute all documents that are reasonably necessary to effect the sale and conveyance and to deliver possession of the [property/business] to the purchaser[s] when the purchaser[s] [has/

have] complied with all [his/her/their] obligations under the [earnest money contract/contract for sale] referred to above.

[Name]
Attorney for Receiver
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for Receiver

Attach exhibit.

Form 8-53

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Approving Sale by Receiver

On **[date]**, the Court heard the Motion for Approval of Sale brought by **[name]**, Receiver.

The Court GRANTS the Motion for Approval of Sale, and the Receiver is AUTHORIZED and ORDERED to sign and execute all documents necessary for proper conveyance of the [following described property: **[legal description of property]**]/business known as **[name of business]**] to **[name[s] of buyer[s]]**, when the proposed Grantee[s] [has/have] complied with the terms, conditions, and provisions of the [earnest money contract/contract for sale].

Or

The Court DENIES the Motion for Approval of Sale.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 8-54

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Receiver's Report of Sale and Motion for Confirmation

This Report of Sale and Motion for Confirmation is brought by **[name]**, Receiver, who shows in support:

1. On **[date]** Receiver was appointed by this Court and authorized and directed to sell the [residence situated at **[street address, city, state]**, more properly known as: **[legal description of property]**]/business known as **[name of business]**]. Following the entry of the order, Receiver marketed the [property/business] and obtained a purchaser for the [property/business].

2. Receiver moves that the Court set a hearing to confirm the sale made in accordance with this Court's approval of sale signed on **[date]**.

[Name]
Attorney for Receiver
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]
Attorney for Receiver

Form 8-55

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Confirming Sale of [Real Property/Business]

On **[date]** the Court considered the Report of Sale and Motion for Confirmation of **[name]**, Receiver.

The Court finds that the sale reported was made in accordance with an order of this Court entered on **[date]**; that due notice of the filing of the Report of Sale and Motion for Confirmation was given to all parties; that the **[property/business]** was sold to **[name[s] of buyer[s]]**, for a total sales price of **[\$[amount]]**, on the terms and conditions set forth in the **[earnest money contract/contract for sale]** of which a copy was attached as an exhibit to Receiver's motion for approval of sale; that the report of sale is true and correct; and that the sale was properly made in conformity with law for a fair price and is satisfactory and in conformity with the orders of this Court appointing Receiver.

IT IS THEREFORE ORDERED that the sale is, in all respects, CONFIRMED.

SIGNED on _____.

JUDGE PRESIDING

Form 8-56

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Receiver's Final Account and Motion for Discharge of Receiver

This Final Account and Motion for Discharge of Receiver is brought by [name], Receiver, who shows in support:

1. In accordance with the prior orders of this Court, Receiver has now [sold and disposed of the [real property described as follows: [legal description of property]/business known as [name of business]], having consummated the sale and made the conveyance/[other functions performed as receiver]] all in accordance with the prior orders of this Court.

2. After all [liens, taxes, necessary repairs, expenses, and other closing costs, including the commission,/[applicable expenditures]] were paid, Receiver has \$[amount] in cash remaining from this sale and stands ready, willing, and able to pay over and distribute that amount as the Court directs. A copy of the closing statement is attached as Exhibit [exhibit number/letter].

3. Receiver employed [name], a duly licensed attorney, to consult with [him/her] and to render necessary legal services in furtherance of Receiver's duties. That attorney has devoted time and advanced certain costs in connection with the proceeding and has submitted a statement to Receiver for \$[amount], which Receiver recommends be allowed as a cost of this proceeding. A copy of the attorney's statement to Receiver is attached as Exhibit [exhibit number/letter].

Receiver prays that the Court grant this Motion for Discharge of Receiver.

[Name]
Attorney for Receiver
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for Receiver

Attach exhibits.

Form 8-57

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Approving Final Account and Discharging Receiver

The final account of **[name]**, Receiver in this case, has been brought to the attention of the Court.

It appears to the Court from the evidence that Receiver has fully accounted for all assets taken into Receiver's possession and that Receiver has now performed all the functions of the office and that there is no necessity for continuation of these receivership proceedings.

The final account of **[name]**, Receiver, is APPROVED in all respects.

It further appears to the Court that Receiver has \$**[amount]** on hand, which the Court orders paid as follows: **[list recipients (parties, attorney, and receiver) and amount to be paid to each]**.

It further appears to the Court that Receiver has simultaneously with this order paid and distributed all funds as ordered.

IT IS THEREFORE ORDERED that **[name]**, Receiver, **[include if applicable: and [his/her] corporate surety, if any]** **[is/are]** fully and finally discharged and that this receivership proceeding is concluded.

SIGNED on _____.

JUDGE PRESIDING

Form 8-58

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Exclude Expert Witness

This Motion to Exclude Expert Witness is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. **[Petitioner/Respondent]** has identified **[name of expert]** as a testifying expert within **[his/her]** rule 194 disclosure responses as filed and supplemented on **[dates of all relevant disclosure responses]**.

2. **[Petitioner's/Respondent's]** rule 194 disclosure responses (including relevant supplements) with respect to testifying expert **[name of expert]** state the following: **[include relevant subject matter, mental impressions, and other information identified in all disclosure responses]**.

Or

2. **[Petitioner's/Respondent's]** rule 194 disclosure responses (including relevant supplements) with respect to testifying expert **[name of expert]** are attached to this motion as Exhibit **[exhibit number/letter]**.

3. **[Name of expert]** submitted **[an]** expert report[s] as produced by **[Petitioner/Respondent]** in discovery as follows: **[identify initial, supplemental, and rebuttal reports and include relevant expert summary judgment affidavits where applicable]**.

And/Or

4. The deposition of **[name of expert]** was taken, and **[name of expert]** offered additional opinions and impressions during **[his/her]** sworn testimony on **[date of deposition]**.

See section 8.71 of the practice notes for discussion of exclusion of expert witnesses.

5. **[Petitioner/Respondent]** asserts that the various opinions of testifying expert **[name of expert]**, as specified below, should be excluded for the reasons stated. Each “challenged opinion” of **[name of expert]** is stated below, followed by **[Petitioner’s/Respondent’s]** bases for challenging the opinion.

- a. **CHALLENGED OPINION:** **[Include the general nature of the opinion, the specific opinion of the expert being challenged, and the source where that opinion can be found, e.g., The fair market value of closely held business interest, ABC, or Parent A has engaged in parental alienation (See **[date]** deposition testimony at page **[number]**)]**.

Select (1)–(6) as applicable.

- (1) **[Name of expert]** is not qualified to give the opinion.
- (2) **[Name of expert]**’s opinion is not reliable.
- (3) **[Name of expert]**’s opinion is not relevant.
- (4) The underlying facts supporting **[name of expert]**’s opinion do not provide a sufficient basis for the opinion.
- (5) The probative value of **[name of expert]**’s opinion is outweighed by the danger of unfair prejudice or confusion.
- (6) **[Name of expert]** can provide no legal basis to support the opinion.

Repeat for all other challenged opinions.

Continue with the following.

[Name of movant] prays that the Court grant this Motion to Exclude Expert Witness.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for **[name of movant]**

Form 8-59

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Exclude Expert Witness

On **[date]** the Court heard the Motion to Exclude Expert Witness brought by **[name of movant]**.

Select one of the following.

IT IS ORDERED that the motion is DENIED.

Or

IT IS ORDERED that the motion is GRANTED and the testimony of **[name of expert]** is excluded from trial.

Or

IT IS ORDERED that the motion is GRANTED IN PART, and the testimony of **[name of expert]** regarding the following issues, including **[his/her]** opinions on those issues, is excluded from trial: **[identify specific issues or opinions to be excluded]**.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 8-60

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Authorize Presence of Qualified [Facility/Therapy] Dog

This Motion to Authorize Presence of Qualified [Facility/Therapy] Dog is brought by [name of movant], [party designation], who shows in support:

1. [Name of movant] [will call [name of witness] to testify/will testify] in person or through closed-circuit video teleconferencing [in a [hearing/trial] set on [date[s] of anticipated court appearance]/in a hearing during the pendency of this case]. This motion has been filed at least fourteen days prior to the date of the court proceeding.

2. The dog that is identified in the required statutory qualification documents attached as Exhibit A and the proof of liability insurance coverage attached as Exhibit B (the “designated dog”) is a qualified [facility/therapy] dog as defined by section 21.012 of the Texas Government Code.

3. The presence of the designated dog will assist [[name of witness]/[name of movant]] in providing testimony.

4. A handler who is trained to manage the designated dog will accompany the designated dog at the court proceeding.

[Name of movant] prays that the Court grant this Motion to Authorize Presence of Qualified [Facility/Therapy] Dog and enter an order authorizing the designated dog to accompany [[name of witness]/[name of movant]] during [his/her] testimony at the proceeding.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for **[name of movant]**

Attach exhibits.

Form 8-61

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order on Motion to Authorize Presence of Qualified [Facility/
Therapy] Dog**

On **[date]** the Court considered the Motion to Authorize Presence of Qualified [Facility/Therapy] Dog of **[name of movant]**, **[party designation]**.

The Court finds that the [facility/therapy] dog designated in the statutory qualification documents provided (the “designated dog”) is qualified pursuant to section 21.012 of the Texas Government Code and that the presence of the designated dog will assist **[[name of witness]/[name of movant]]** in providing testimony in court proceedings to take place in this matter.

The Court finds that proof of effective liability insurance coverage for the designated dog has been provided.

IT IS ORDERED that the designated dog may accompany **[[name of witness]/[name of movant]]** at the place and time of the testimony, whether in person or through closed circuit video conferencing.

IT IS ORDERED that a handler who is trained to manage the designated dog shall accompany the designated dog provided for **[[name of witness]/[name of movant]]** at the court

proceeding and shall remain present at all times with the designated dog while [[**name of witness**]/[**name of movant**]] is required to be present in the court proceeding for testimony.

Include the following if applicable.

IT IS ORDERED that the following restrictions or limitations are imposed on the presence of the designated dog during the court proceedings: [**specify restrictions or limitations**].

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Forms 8-62 through 8-70 are reserved.

Form 8-71

Letter to Client Regarding Notice of Dismissal for Want of Prosecution

[Date]

[Name and address]

Re: [style of case]

[Salutation]

This case is on the dismissal docket for [date]. Please notify me immediately if you wish the case to be retained on the docket. If I do not hear from you before [date] I will take no action, and the case will be dismissed. Please indicate whether you wish the case to be retained or dismissed by completing the bottom part of this letter and returning it to me.

Sincerely yours,

[Name of attorney]-----
Re: [style of case]

_____ I wish the case to be retained on the docket.

_____ I wish the case to be dismissed.

[Name of client]

Form 8-72

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Retain Case on Docket

This Motion to Retain Case on Docket is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. This case was set for trial for the week of **[date]** but was passed.

The following paragraphs are examples.

2. **[Name of movant]** has requested **[describe discovery, etc.]**, which has not been produced. **[Name of movant]** intends to prosecute this action and is asserting a good-faith effort toward that end, and to dismiss this case would prejudice **[him/her]**.

Or

2. The parties are attempting reconciliation of their marriage and should be given time to determine whether a reconciliation takes place. If reconciliation is not possible, **[name of movant]** intends to prosecute this action, and to dismiss this case would prejudice **[him/her]**.

Continue with the following.

[Name of movant] prays that this case be retained on the Court's docket and that it remain active and pending.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Add verification if required.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 8-73

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Retain Case on Docket and Pretrial Order

On [date] the Court considered the Motion to Retain Case on Docket of [name of
movant].

Tex. R. Civ. P. 165a requires a pretrial order if the case is retained on the docket. See form [19-2](#).

IT IS ORDERED that this case is retained on the docket of this Court.

SIGNED on _____.

JUDGE PRESIDING

APPROVED:

[Name]
Attorney for [name]
[Address]

[Name]
Attorney for [name]
[Address]

Form 8-74

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Reinstate Case on Docket

This Motion to Reinstate Case on Docket is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. This case was dismissed by an order signed on **[date]**.
2. The act or omission resulting in dismissal was not intentional or the result of conscious indifference but was due to an accident or mistake, in that **[state facts that support this allegation or state other reasonable explanation for failure]**.

If motion to reinstate cannot be filed within thirty days after the dismissal order was signed, because neither petitioner nor his attorney had notice of dismissal, include the following two paragraphs.

3. Neither **[name of attorney]** nor **[name of party]** received mailed or actual notice of the Order of Dismissal within twenty days after the signing of the order, but, rather, notice of the Order of Dismissal was received on **[date]**, **[number]** days after the signing of the order, in the following manner: **[specify]**.

4. Attached to this motion is the affidavit of **[name of affiant]** showing [he/she] received neither actual nor mailed notice of the signing of the Order of Dismissal within twenty days after the signing of the order.

Continue with the following.

[Name of movant] requests that this Court enter its order reinstating [name of movant]'s action.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of an affidavit. See form [8-27](#).

Affidavit

[Name] appeared in person before me today and stated under oath that [he/she] is above the age of eighteen years and is fully competent to make this affidavit; that [he/she] is the attorney for [name of movant] in this case and, as such, has authority to make this affidavit; that [he/she] has read the above Motion to Reinstate Case on Docket; and that every statement contained in it is within [his/her] personal knowledge and is true and correct.

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name of movant]

Form 8-75

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Reinstate Case on Docket

On **[date]** the Court considered the Motion to Reinstate Case on Docket of **[name of movant]**.

IT IS ORDERED that the order dismissing this case is set aside and that the case is reinstated on the docket of this Court, to the same effect as if it had never been dismissed.

SIGNED on _____.

JUDGE PRESIDING

Form 8-76

This form applies to decisions of associate judges. It is not suitable as an objection to the findings of a master in chancery as contemplated by [Tex. R. Civ. P. 171](#).

Include the following notice if a minor is named in the caption or if the request contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for De Novo Hearing

This Request for De Novo Hearing is brought by **[name]**, [Petitioner/Respondent/Intervenor] in this case, who shows in support:

On **[date]** a [hearing/trial] was held in this case before the Associate Judge.

On **[date]** **[name]** received notice of the [substance of the Associate Judge's report/rendition of the Associate Judge's temporary order] by [oral statement in open court/copy of the [written report/temporary order] delivered in open court/certified mail/facsimile transmission/e-mail].

Pursuant to section 201.015 of the Texas Family Code, **[name]** requests a de novo hearing on the following issues: **[specify the issues that will be presented to the referring court]**.

The Court should reform the [order recommended/temporary order rendered] by the Associate Judge and [grant/deny] [all **[include if applicable: temporary]** relief requested in **[name]**'s prior pleadings/the following relief: **[specify]**].

[Name] prays the Court set a de novo hearing on this matter within thirty days after the filing of this request.

[Name]
Attorney for [name]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above de novo hearing is set on _____ at _____ .M. in
[designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name]

Form 8-77

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Suggestion of Death

[Name], **[capacity (e.g., administrator or executor) or family relationship]**, hereby gives notice that **[name]**, **[Petitioner/Respondent]**, passed away on **[date]**.

Include the following if applicable.

A copy of the death certificate is attached.

Include the following if applicable.

An application for probate was made in **[city, county, state]** under Cause No. **[number]**.
The style of the case is **[style of probate case]**.

Continue with the following.

[Name]
Attorney for **[name]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name**]

Form 8-78

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Suggestion of Bankruptcy

This Suggestion of Bankruptcy is filed by **[name]**, who is **[party designation]** in this case.

[Name], [Petitioner/Respondent], filed a voluntary petition for relief under chapter [7/11/13] of the United States Bankruptcy Code in the United States Bankruptcy Court for the **[name]** District of **[state]**, Case No. **[number]**, on **[date]**. A copy of the petition is attached as Exhibit **[exhibit number/letter]**.

[Name]
Attorney for **[name]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name]

Forms 8-79 and 8-80 are reserved.

Form 8-81

This motion was drafted in response to circumstances arising from the COVID-19 pandemic and may be adapted for other emergency situations. The motion should be amended as necessary to reflect the specific procedures and protocols in place in the court to which it is addressed.

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Use of Emergency Procedures

This Motion for Use of Emergency Procedures is brought by **[name of movant]**, **[party designation]**.

1. The contact information for the parties is:
 - a. Movant, **[name of movant]**, is [represented by **[name of movant's attorney]**/self-represented]. Movant's e-mail address is **[e-mail address]** and telephone number is **[telephone number]**. Movant is the **[party designation]** in this suit.
 - b. Respondent, **[name of respondent]**, is [represented by **[name of respondent's attorney]**/self-represented]. Respondent's e-mail address is **[e-mail address]** and telephone number is **[telephone number]**. Respondent is the **[party designation]** in this suit. **[Include if respondent is pro se: Respondent [has/has not] filed pleadings or otherwise made an appearance in the suit.]**

Repeat for each party, guardian ad litem, attorney ad litem, and amicus attorney.

2. The parties have agreed to this motion and will submit an agreed order to the Court for approval.

Or

2. The parties have not agreed to this motion.

3. Pursuant to [the Supreme Court's First Emergency Order Regarding the COVID-19 State of Disaster (Misc. Docket No. 20-007) and Third Emergency Order Regarding the COVID-19 State of Disaster (Misc. Docket No. 20-008)]/[**describe order permitting emergency procedures**]] and subject to constitutional limitations, Movant requests the following procedures apply for a stated period ending no later than thirty days after the state of disaster in this county is lifted:

Include as applicable.

- a. The Court modify the deadline for [**deadline's description**]. The deadline currently is [**current deadline**]. The Court should modify this deadline to [**proposed deadline**] because [**reasons supporting modification of deadline**].
- b. The Court suspend the deadline for [**deadline's description**]. The deadline currently is [**current deadline**]. The Court should suspend this deadline because [**reasons supporting suspension of deadline**].
- c. The Court modify the [**description of procedure to be modified**]. The Court should modify this procedure as follows: [**description of proposed modified procedure**]. The Court should modify this procedure as requested because [**reasons supporting modification of procedure**].

- d. The Court suspend the [**description of procedure to be modified**]. The Court should suspend this procedure because [**reasons supporting suspension of procedure**].
- e. The Court [allow/require] anyone involved in any hearing, deposition, or other proceeding of any kind—including but not limited to a party, attorney, witness, or court reporter, but not including a juror—to participate remotely, such as by teleconferencing, videoconferencing, or other means. [**Include if applicable:** The Court specifically should allow such persons to participate by [**state specific means to participate remotely**].] For each proceeding, the Court should specify—
 - i. which means of remote participation are permitted;
 - ii. who is responsible for setting up the means for each person to participate remotely;
 - iii. how the public can access the proceedings, if the proceedings are required to be open to the public;
 - iv. if the parties must provide the Court with an electronic copy of all orders, pleadings, returns of citations, and other documents filed with the district clerk that are relevant to the hearing or conference, the address to which the parties must e-mail those documents, either as attachments to the e-mail or accessible through an e-mailed link to a cloud storage service, and the deadline for e-mailing the documents;
 - v. the address to which each party must e-mail the party's exhibits to the Court before a hearing or conference, either as attachments to the e-mail or accessible through an e-mailed link to a cloud storage service speci-

fied by the Court, the format(s) the Court requires the exhibits to be in (for example, PDF), the manner in which the subject line of the e-mail is to be presented, the deadline for e-mailing the exhibits, and whether the party must copy on this e-mail all other parties who have filed pleadings or otherwise made an appearance in the suit;

- vi. the other documents (for example, financial information statement, pay statements, tax returns with redacted Social Security numbers) the Court requires each party to e-mail to the Court before the hearing or conference, either as attachments to the e-mail or accessible through an e-mailed link to a cloud storage service specified by the Court, the format(s) the Court requires the documents to be in, the deadline for e-mailing the documents, and whether the party must copy on this e-mail all other parties who have filed pleadings or otherwise made an appearance in the suit;
 - vii. if a party wants the Court to consider certain statutory or case law, the format(s) the Court requires the documents to be in, the deadline for e-mailing the documents, and whether the party must copy on this e-mail all other parties who have filed pleadings or otherwise made an appearance in the suit; and
 - viii. the consequences to a party if the party fails to comply with subsections iv, v, vi, and vii.
- f. The Court consider as evidence sworn statements [**include if applicable:** and unsworn declarations] made out of court. [**Include if applicable:** The Court specifically should consider as evidence an [affidavit/unsworn declaration] from [**name of witness**] as evidence in a hearing to [**description of hearing**].]

Unless waived by each party, the Court should require each out-of-court sworn statement [**include if applicable:** and unsworn declaration] to be served on each party not less than [**number**] days before the hearing in which it is to be considered as evidence. Unless waived by each party, the Court should require an out-of-court sworn statement [**include if applicable:** or unsworn declaration] offered as rebuttal evidence to be served on each party not less than [**number**] days before the hearing in which it is to be considered as rebuttal evidence.

- g. In lieu of the Court's interviewing the child[ren] who [is/are] the subject of this suit in chambers as provided in Texas Family Code section 153.009, the Court interview the child[ren] by remote means, specifying which remote means, including, if applicable, the remote means by which the other persons section 153.009 permits or requires to be present during the interview will participate, and specifying who is responsible for setting up the means for each such person to participate remotely.
- h. The Court, after reasonable notice and access to the participants and the public, conduct proceedings away from the court's usual location. [**Include if applicable:** The Court specifically should conduct proceedings at [**location**].]
- i. The Court require every participant in a proceeding, including any court hearing, jury trial, arbitration hearing, deposition, conference of the parties, conference with the Court, mediation, or collaborative law team meeting, to alert all parties before the proceeding if the participant has, or knows of another participant who has, COVID-19 or flu-like symptoms, such as a fever, cough, shortness of breath, or other symptoms reported by the Centers for Disease Control and Prevention at www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html.

- j. The Court require every participant in a court hearing, jury trial, or conference with the Court to alert the Court before the proceeding if the participant has, or knows of another participant who has, COVID-19 or flu-like symptoms, such as a fever, cough, shortness of breath, or other symptoms reported by the Centers for Disease Control and Prevention at www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html.
- k. The Court make all other and further orders that are deemed necessary and equitable for proceedings in this suit [**include if applicable:** and for the safety and welfare of the child[ren]].

4. To assist the Court, the following documents relevant to this motion are attached:
[titles of each document].

[Name of movant] prays that the Court grant this Motion for Use of Emergency Procedures.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include if all parties who have filed pleadings or otherwise made an appearance do not agree to the motion.

Certificate of Conference

I certify that a reasonable effort has been made to resolve the issues addressed in this motion without the necessity of court intervention and has failed.

[Name]Attorney for **[name of movant]****Notice of Hearing**The above motion is set for hearing by [telephone/**[other remote means]**] on

_____ at _____ .M.

SIGNED on _____.

Judge or Clerk

Continue with the following.

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]Attorney for **[name of movant]**

Attach the documents referred above.

Form 8-82

This order was drafted in response to circumstances arising from the COVID-19 pandemic and may be adapted for other emergency situations. The order should be amended as necessary to reflect the specific procedures and protocols in place in the issuing court.

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Use of Emergency Procedures

On [date] the Court considered the Motion for Use of Emergency Procedures of [name of movant]. [Include if applicable: The Court finds that the parties have agreed to the motion as evidenced by the signatures of their attorneys [include if applicable: and the signature of the [Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney]] appearing below.]

1. Motion [Granted/Denied]

Select one of the following.

The motion is GRANTED as follows:

Or

The motion is GRANTED IN PART and DENIED IN PART as follows:

Or

The motion is DENIED.

If the motion is denied, continue with the date of the order and the judge's signature. If the motion is granted or granted in part, continue with the following as applicable.

2. *Modified Deadlines*

IT IS ORDERED that the following deadlines are modified:

- a. The deadline for **[deadline's description]** is **[[date]/[description of how to calculate the date, for example, 60 days before date of final hearing]]**.

Repeat for other modified deadlines.

3. *Suspended Deadlines*

IT IS ORDERED that the following deadlines are suspended:

- a. The deadline for **[deadline's description]**.

Repeat for other suspended deadlines.

4. *Modified Procedures*

IT IS ORDERED that the following procedures are modified:

- a. **[Description of modified procedure]**.

Repeat for other modified procedures.

5. *Suspended Procedures*

IT IS ORDERED that the following procedures are suspended:

- a. **[Description of suspended procedure]**.

Repeat for other suspended procedures.

6. *Remote Participation in Proceedings*

IT IS ORDERED that anyone involved in any hearing, deposition, or other proceeding of any kind—including but not limited to a party, attorney, witness, or court reporter, but not including a juror—[may/shall] participate in the proceeding remotely by teleconferencing or videoconferencing. For court proceedings, IT IS ORDERED that the parties, attorneys, witnesses, and any other persons attending proceedings remotely shall comply with the following procedures:

The following language is an example. Consult the local rules of the court when drafting.

- a. *Notification of Information for Remote Proceeding.* When the court proceeding is scheduled, the Court will e-mail the parties (through their attorneys if represented) the information needed to attend the proceeding by Zoom or by telephone. Each attorney shall communicate this information to the attorney's clients and witnesses, including any witnesses the attorney subpoenaed for the proceeding, and shall provide each such person with a copy of this order. Each self-represented party shall communicate this information to the party's witnesses, including any witnesses the party subpoenaed for the proceeding, and shall provide each such person with a copy of this order. To comply with the open courts provisions of the Texas Constitution, the Court will create a public link [through the Court's YouTube channel] where members of the public can watch the proceedings live and will publicize that link on the [Court/district clerk]'s website, complete with the cause number of this suit.
- b. *Use of Real Names.* In all communications with the Court and during the court proceedings, including when joining a Zoom meeting or conference call, each

party, attorney, witness, or other person attending the proceeding shall use that person's real name when identifying himself or herself.

- c. *If Translator Needed.* A party or attorney acting on a party's behalf shall contact the court coordinator as soon as possible after the court proceeding is scheduled if the party knows a translator will be needed.
- d. *Necessary Hardware and Software.* If the Court is holding the proceeding through Zoom, at least forty-eight hours before the proceeding, each party, attorney, witness, or other person attending the proceeding shall create a Zoom account at <https://zoom.us/home>. The person shall create the account using the person's real name and work e-mail address. For each attorney, that e-mail address shall be the same as the one described in rule 21(f)(2) of the Texas Rules of Civil Procedure. At least forty-eight hours before the proceeding, each person shall download and install the Zoom app on the device (for example, computer, tablet, smart phone) the person will use to communicate with the Court during the proceeding. The device must have functional speakers, video camera, and microphone and must have an Internet connection. If a person, including a witness, knows he or she cannot attend the proceeding by video, that person or, if represented, the person's attorney shall contact the court coordinator as soon as possible before the proceeding. Each attorney shall show good cause for failure to appear by video at the proceeding.
- e. *Submission of Exhibits to Court Coordinator and Parties.* To be potentially admissible into evidence, all exhibits, except rebuttal exhibits, must be e-mailed to the court coordinator and all parties not later than 2:00 P.M. the day before the court proceeding in the manner required in subsection f. below. If the day of the proceeding is a Monday or court holiday, the deadline will be 2:00 P.M. on the weekday that is not a court holiday and that immediately precedes the day of the

proceeding. The subject line of the e-mail shall state this suit's full cause number and state the name of the party, as well as the date of the court proceeding, for example, "Cause No. 12345; Petitioner's Exhibits; May 8, 2020."

- f. *Format of Exhibits.* Each exhibit shall be in PDF, unless it is an **[include if applicable: image file or]** audio or video recording file. The title of each exhibit file shall state the name of the exhibit, for example, "Petitioner Ex. 1." **[Include if applicable: Each image file shall be in either PDF or JPG format.]** A party wanting to offer any audio recordings or video recordings shall upload the duly labeled recordings files to a folder in **[Dropbox/[name of cloud storage service acceptable to the court]]** and include a link to the folder in the party's exhibit e-mail. All audio recordings and video recordings shall be in MP4 format. A party wanting to offer any exhibits that contain any unredacted "personal identifying information" or "sensitive personal information," as those terms are defined in section 521.002 of the Texas Business and Commerce Code, shall upload the duly labeled files to a password-protected folder in **[Dropbox/[name of cloud storage service acceptable to the court]]** with a link to the folder in the e-mail **[include if applicable: or each exhibit shall be password-protected with the same password]**. The party offering those exhibits shall not include the password in the e-mail but shall communicate the password to the court coordinator and each other party by telephone or text message by the deadline to provide the exhibits. Unless critical to an issue in the case, a party may redact personal identifying information and sensitive personal information from an exhibit before submitting it.
- g. *Exhibits with Rebuttal or Unanticipated Evidence.* During a proceeding, with the permission of the Court, a party may offer an exhibit with rebuttal evidence or an exhibit with evidence that the party could not have reasonably anticipated or sub-

mitted prior to the proceeding through the Chat/File feature in Zoom or by e-mail to the Court and all parties if the proceeding is by telephone only.

- h. *Documents Local Rules Require for Family Law Proceedings.* In family law cases, not later than 2:00 P.M. the day before the court proceeding as defined above in subsections e. and f., each party shall e-mail the court coordinator and the other parties with all documents required by this Court's local rules for family law proceedings, for example, financial information statement, pay statements, and tax returns. The titles of these files shall name the party and the documents (for example, Petitioner's Financial Information Sheet). A party may redact personal identifying information and sensitive personal information from these documents before submitting them.
- i. *Submission of Relevant Orders, Pleadings, and Other Documents.* The parties shall confer before the court proceeding and at least forty-eight hours before the proceeding shall e-mail to the court coordinator, copying each other party, an electronic copy of all orders, pleadings, returns of citations, and other documents filed with the district clerk that are relevant to the proceeding. If the documents are too voluminous to attach or organize in an e-mail, the parties shall upload the documents to a folder in [Dropbox/[**name of cloud storage service acceptable to the court**]] and include a link to the folder in the e-mail. Each document shall be in PDF with a file name that reflects the title of the document.
- j. *Submission of Late Responses and Replies.* Each party shall e-mail to the court coordinator and each other party any responses or replies the party e-filed with the district clerk less than forty-eight hours before the court proceeding. E-mailing such a document to the court coordinator is not a substitute for e-filing the document with the district clerk. No party shall include the judge or court coordinator as a service contact when e-filing a document.

- k. *Submission of Case Law, Statutes, Regulations, and Similar Documents.* If a party wants the Court to consider any case law, statute, regulation, or similar document, the party shall e-mail the document to the court coordinator and the other parties the day before the court proceeding.
- l. *Failure to Comply with Procedures.* Failure to comply with the procedures in this order for submitting proposed exhibits, information required by this Court's local rules, responses and replies, or supporting statutes, case law, regulations, or similar documents without good cause may result, as applicable, in the exclusion of the exhibits, the Court's not considering the documents, or other sanction as provided by the Court's local rules or inherent powers.
- m. *Opening in Zoom App.* If the Court is holding the proceeding through Zoom, before the proceeding begins, when a person attempts to join the Zoom meeting from the Zoom webpage, the webpage will ask whether to open the Zoom app. Each person shall instruct Zoom to open in the Zoom app and allow it to install the program and not rely on the web browser. In this way, the attorneys and parties will have the means to communicate confidentially in private breakout rooms unavailable on the plug-in version of Zoom.
- n. *Dress Codes.* If the Court is holding the proceeding through Zoom and unless the Court orders otherwise for that proceeding, attorneys shall dress in the same business attire as if the proceeding were held in the courtroom. Parties and witnesses shall dress in the manner they would if they were attending court in person, unless required for health reasons not to do so. Each attorney shall ensure that the attorney's clients and witnesses are aware of and comply with this dress code. If the Court is holding the proceeding only by telephone, these dress codes will not apply.

- o. *Joining Proceeding by Zoom before Its Scheduled Start.* The parties, attorneys, witnesses, and all other persons attending the proceeding shall join the proceeding by Zoom by clicking on the Zoom link sent by the Court or by joining the conference call number sent by the Court at least five minutes before the proceeding is scheduled to begin.
- p. *Court Bringing Parties, Attorneys, and Witnesses into Virtual Courtroom.* If the Court is holding the proceeding through Zoom, when each person joins the meeting, the person will appear in a virtual waiting room with all other parties, attorneys, and witnesses. There may be several cases set on the docket at the same time. When this case is called, the Court will bring the attorneys and clients into the virtual courtroom, in turn. When the Court brings the attorneys and clients into the virtual courtroom, their videos will automatically be on and their audios muted until the proceeding begins. If the Court is holding the proceeding through Zoom, the attorneys shall appear on video at all times during the proceeding, except when the Court recesses the proceeding.
- q. *Requirements for Witnesses to Be Able to Testify Remotely.* When taking the oath to testify and when testifying, each witness shall appear on video unless the witness is in the presence of a notary public, identified to the Court, who can verify the identity of the witness, in which case the witness may testify through Zoom only on audio or may testify in a proceeding conducted solely by telephone. Otherwise, all other potential witnesses who are not on video through Zoom may not testify.
- r. *Witnesses Treated as Though in a Physical Courtroom.* Unless permitted by the Court or as provided below, a witness may not have access to any electronic information or physical notes while testifying, just as if the witness were on the witness stand in the courtroom. Except during a recess in the proceeding, no person shall

communicate, verbally or nonverbally, with a witness through any method except the audiovisual or audio means shared with all the participants in the proceeding who are present in the virtual courtroom. If “the Rule” (rule 267 of the Texas Rules of Civil Procedure and rule 614 of the Texas Rules of Evidence) is invoked, no one may communicate in any manner, including by telephone, text message, or e-mail, with any witness placed under the Rule, except as permitted by the Rule and then only during a recess in the proceeding. While placed under the Rule, witnesses are prohibited from observing the proceeding through the Court’s YouTube channel and from communicating with anyone who is observing the proceeding through the Court’s YouTube channel.

- s. *Muting Microphones and Telephones.* All persons participating in the proceedings except the judge, the witness, and the questioning attorney or questioning self-represented party shall keep their Zoom microphone or telephone, as applicable, on mute unless speaking. The Court recognizes that there may be a slight delay in an attorney or party unmuting their microphone or telephone to make an objection. If attending the proceeding by telephone, a participant shall not put the telephone on hold at any time during the proceeding.
- t. *Communications between Attorneys and Clients during Proceedings.* If the Court is holding the proceeding through Zoom, the attorneys may communicate with their clients using the private chat feature, hitting the “CHAT” button and, at the bottom of the chat window, pulling down the recipient arrow and selecting the client’s name. Attorneys shall not privately communicate with their clients while the clients are testifying, including through text message, e-mail, or the Zoom chat function. All communications between an attorney and a testifying client shall be through Zoom or by telephone, as applicable, in a manner that all participants can hear and that a record may be made.

- u. *Recesses.* The Court may recess the proceeding for breaks or to allow attorneys to confer with their clients. If an attorney wishes to confer with a client, the attorney shall make that request to the Court, identifying the client by name. The Court will send those video streams into a confidential side-room to confer for a period set by the Court. In a similar manner, attorneys or self-represented parties may ask the Court to confer privately with one another. An attorney or self-represented party may ask the Court to allow them to confer privately with a witness.
- v. *NO RECORDING OF COURT PROCEEDING.* UNDER PENALTY OF CONTEMPT OF COURT, NO PERSON, OTHER THAN THE COURT REPORTER, MAY RECORD A COURT PROCEEDING. THIS PROHIBITION APPLIES TO MEMBERS OF THE PUBLIC WATCHING THE PROCEEDINGS ON THE COURT'S YOUTUBE CHANNEL AND TO PERSONS WITH THE ABILITY TO RECORD THE ZOOM MEETING. The court reporter's record shall be the only record of the court proceeding.
- w. *Orders Apply to Agents.* No party, attorney, or witness may circumvent the terms of this order by having another person perform a task prohibited for that party, attorney, or witness. For example, if an attorney is prohibited from communicating with a witness during a proceeding, the attorney's legal assistant or other agent of the attorney may not communicate with that witness during the proceeding.

7. *Depositions by Remote Electronic Means*

IT IS ORDERED that if a party takes an oral deposition by a remote electronic means in which the deponent appears live on video to a person authorized to administer oaths in the jurisdiction in which the witness is located, the person may administer the oath to the deponent, notwithstanding the requirements of rule 199.1(b) of the Texas Rules of Civil Procedure.

A party using Zoom may record an oral deposition by other than stenographic means using Zoom's record function, if the party complies with rule 199.1 as modified by this order.

8. *Sworn Statements [and Unsworn Declarations] as Evidence*

IT IS ORDERED that sworn statements [**include if applicable:** and unsworn declarations] made out of court will be considered as evidence. [**Include if applicable:** Specifically, the Court will consider as evidence an [affidavit/unsworn declaration] from [**name of witness**] as evidence in [a/the] [**description of proceeding**].] Unless waived by each party, IT IS ORDERED that each out-of-court sworn statement [**include if applicable:** and unsworn declaration] to be submitted as evidence must be served on each party not less than [**number**] days before the proceeding in which it is to be considered as evidence. Unless waived by each party, IT IS FURTHER ORDERED that each out-of-court sworn statement [**include if applicable:** or unsworn declaration] offered as rebuttal evidence must be served on each party not less than [**number**] days before the proceeding in which it is to be considered as rebuttal evidence.

9. *Remote Interview of Children*

The Court finds that, pursuant to section 153.009 of the Texas Family Code, [[Movant/Respondent] has/Movant and Respondent have] asked the Court to confer with [**name[s] of child[ren]**], the child[ren] who [is/are] the subject of this suit, to determine [the/each] child's wishes as to [conservatorship/possession/access/who shall have the exclusive right to determine the child's primary residence/[**describe other issue**]]. The request to confer is GRANTED. IT IS ORDERED that the following procedures shall apply to the Court's interview with the child[ren]:

- a. The Court shall confer with [the/each] child using Zoom. The Court will notify the parties [**include if applicable:** and the [attorney ad litem/amicus attorney/guardian ad litem] for the child[ren]] by e-mail of a Zoom meeting, in which the Court will confer with [the child/each child separately]. The party in possession of the

child[ren] at the time of the conference shall ensure [the/each] child is available at the time of the Zoom meeting and has possession of a device (for example, computer, tablet, smart phone) the child will use to communicate with the Court during the conference. The device must have functional speakers, video camera, and microphone and must have an Internet connection. The device must have the Zoom program or app loaded on it before the time of the Zoom meeting. If the party in possession knows he or she cannot meet those requirements, that party or, if represented, the party's attorney shall contact the court coordinator as soon as possible before the conference.

- b. When the Court begins the Zoom meeting, the party in possession of the child or an adult designated by the party shall join the meeting, identify himself or herself to the Court, and then leave the room. While the Court is conferring with [the/each] child, no person may be present in the same room as the child, and no person, when outside of that room, may be so close to the room that the person can hear the voice of the child or the Court. With the exception of the Court's court reporter, no person, including the child, may record any statements of the child or the Court made during the interview. Besides the child, only the court reporter or another member of the Court's staff may join the Zoom meeting, except the Court may permit the attorney for a party, the amicus attorney, the guardian ad litem for the child, or the attorney ad litem for the child to join the meeting.

10. Proceedings at an Alternative Location

IT IS ORDERED that the Court will conduct the following proceedings in this suit away from the Court's usual location:

- a. On [date], the Court will hold the [description of proceeding] at [address].

Repeat for other proceedings to be held at alternative locations.

The Court finds that [the/each] alternative location offers reasonable access to the participants and the public. The Court will be responsible for providing reasonable notice to the public.

11. Notification to Parties of Illness

IT IS ORDERED that unless a court proceeding is being conducted entirely remotely, with each participant separate from each other participant and no notary public present with a witness to enable the witness to testify solely by telephone, each participant in a proceeding, including any court hearing, jury trial, arbitration hearing, deposition, conference of the parties, conference with the Court, mediation, or collaborative law team meeting, shall alert all parties before the proceeding if the participant has, or knows of another participant who has, COVID-19 or flu-like symptoms, such as a fever, cough, shortness of breath, or other symptoms reported by the Centers for Disease Control and Prevention at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

12. Notification to Court of Illness

IT IS ORDERED that unless a court proceeding is being conducted entirely remotely, with each participant separate from each other participant and no notary public present with a witness to enable the witness to testify solely by telephone, each participant in a court hearing, jury trial, or conference with the Court shall alert the Court before the proceeding if the participant has, or knows of another participant who has, COVID-19 or flu-like symptoms, such as a fever, cough, shortness of breath, or other symptoms reported by the Centers for Disease Control and Prevention at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

13. Other Orders

The Court makes the following additional orders that are necessary and equitable for proceedings in this suit [**include if applicable:** and for the safety and welfare of the child[ren]]: [**additional orders**].

14. Court and Court Coordinator's Contact Information

The Court's e-mail address is [**e-mail address**]. The court coordinator's e-mail address and telephone number are [**e-mail address**] and [**telephone number**].

15. Duration of Order

This order shall continue in force until the earlier of [[**date**]/thirty days after the state of disaster in this county is lifted] or further order of this Court, including the signing of a final judgment.

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO [FORM ONLY/
BOTH FORM AND SUBSTANCE]:

[**Name**]
Attorney for Movant
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if applicable.

[Name]

[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]

State Bar No.: [if applicable]

[E-mail address]

[Address]

[Telephone]

[Fax]

Chapter 9

Child Support

Form 9-1	National Medical Support Notice.	875
Form 9-2	Request for Issuance of Income Withholding for Support.	886
Form 9-3	Income Withholding for Support.	888
Form 9-4	Notice of Application for Income Withholding for Support (Judicial Writ of Withholding).	893
Form 9-5	Motion to Stay Issuance and Delivery of Income Withholding for Support (Judicial Writ of Withholding).	897
	<i>[Form 9-6 is reserved for expansion.]</i>	
Form 9-7	Employer's [Motion/Request] for Hearing on Applicability of Income Withholding for Support	900
Form 9-8	Filing Letter for Income Withholding for Support to Subsequent Employer (Judicial Writ of Withholding).	902
Form 9-9	Filing Letter for Postal Return Receipt for Income Withholding for Support Delivered to Subsequent Employer (Judicial Writ of Withholding)	903
Form 9-10	Request for Issuance of Income Withholding for Support.	904
Form 9-11	Request for Issuance of Revised Income Withholding for Support.	906
Form 9-12	Original Petition to [Terminate/Modify] [Income Withholding/Order/ Notice to Withhold/Writ of Withholding/Order for Withholding]	908
Form 9-13	Order [Terminating/Modifying] [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding]	913
Form 9-14	Petition for Support of Disabled Child.	921
Form 9-15	Order for Support of Disabled Child	926
Form 9-16	Original Petition to Recover Child Support Payments Made in Excess of Child Support Order.	939
Form 9-17	Order to Recover Child Support Payments Made in Excess of Child Support Order.	943
Form 9-18	Record of Support Order	948
Form 9-19	Petition to Reduce Balance of Child Support Obligation of Deceased Obligor to Judgment.	951

CHAPTER CONTENTS

Form 9-20	Judgment for Balance of Deceased Obligor’s Child Support Obligation [and for Arrearage Accrued before Death]	955

Form 9-1

The national medical support notice is a form promulgated by the federal Office of Child Support Enforcement. In Texas, the notice is required in all title IV-D cases in which the employee is ordered to provide health-care coverage for a child through his or her employment. Additionally, the notice may be used in any other suit in which an obligor is ordered to provide health insurance coverage for a child. [Tex. Fam. Code § 154.186](#). It serves as notice to the employer to withhold for health-care coverage and includes information about the various responsibilities of the employer.

It may be downloaded from www.acf.hhs.gov/css/resource/national-medical-support-notice-form.

See the practice notes at section [9.43](#) for instructions for completion of the notice.

National Medical Support Notice

**NATIONAL MEDICAL SUPPORT NOTICE - PART A
NOTICE TO WITHHOLD FOR HEALTH CARE COVERAGE**

This Notice is issued under section 466(a) (19) of the Social Security Act, section 609(a)(5)(C) of the Employee Retirement Income Security Act of 1974 (ERISA), and for State and local government and church plans, sections 401(e) and (f) of the Child Support Performance and Incentive Act of 1998. Receipt of this Notice from the Issuing Agency constitutes receipt of a Medical Child Support Order under applicable law. The information on the Custodial Parent and Child(ren) contained on this page is confidential and should not be shared or disclosed with the employee. NOTE: For purposes of this form, the Custodial Parent may also be the employee when the State opts to enforce against the Custodial Parent.

☐ **National Medical Support Order/Notice (NMSN)**
☐ **Termination Order/Notice (Optional)**

Issuing Agency: _____	Court or Administrative Authority: _____
Issuing Agency Address: _____	Order Date: _____
Notice Date: _____	Order Identifier: _____
CSE Agency Case Identifier: _____	Document Tracking Identifier: _____
Telephone Number: _____	Employer web site: _____
FAX Number: _____	See NMSN Instructions: http://www.acf.hhs.gov/programs/css/resource/national-medical-support-notice-form

Employer/Withholder's Federal EIN Number

RE:

Employee's Name (Last, First, MI)

Employer/Withholder's Name

Employee's Social Security Number

Employer / Withholder's Address

Employee's Mailing Address

Custodial Parent's Name (Last, First, MI)

Substituted Official/Agency Name

Custodial Parent's Mailing Address

Substituted Official/Agency Address
Required if Custodial Parent's mailing address is left blank

Child(ren)'s Mailing Address (if different from
Custodial Parent's)

Mailing Address of a Representative of the Child(ren)

Name and Telephone of a Representative of the
Child(ren)

Child(ren)'s Name(s)	Gender	DOB	SSN
_____	_____	_____	_____
_____	_____	_____	_____

Child(ren)'s Name(s)	Gender	DOB	SSN
_____	_____	_____	_____
_____	_____	_____	_____

 The order requires the child(ren) to be enrolled in ☐ all health coverages available; or only the following coverage(s):

☐ Medical; ☐ Dental; ☐ Vision; ☐ Prescription drug; ☐ Mental health; ☐ Other (specify): _____

THE PAPERWORK REDUCTION ACT OF 1995 (P.L. 104-13) Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. **OMB control number: 0970-0222 Expiration Date: 10/31/2022.**

LIMITATIONS ON WITHHOLDING

The total amount withheld for both cash and medical support cannot exceed _____% of the employee's aggregate disposable weekly earnings. The employer may not withhold more under this National Medical Support Notice than the lesser of:

1. The amounts allowed by the Federal Consumer Credit Protection Act (15 U.S.C., section 1673(b));
2. The amounts allowed by the State of the employee's principal place of employment; or
3. The amounts allowed for health insurance premiums by the child support order, as indicated here: _____.

The Federal limit applies to the aggregate disposable weekly earnings (ADWE). ADWE is the income left after making mandatory deductions such as State, Federal, local taxes; Social Security taxes; and Medicare taxes. As required under section 2.b.2 of the Employer Responsibilities on page 4, complete item 5 of the Employer Response to notify the Issuing Agency that enrollment cannot be completed because of prioritization or limitations on withholding.

PRIORITY OF WITHHOLDING

If withholding is required for employee contributions to one or more plans under this notice and for a support obligation under a separate notice and available funds are insufficient for withholding for both cash and medical support contributions, the employer must withhold amounts for purposes of cash support and medical support contributions in accordance with the law, if any, of the State of the employee's principal place of employment requiring prioritization between cash and medical support, as described here:

As required under section 2.b.2 of the Employer Responsibilities on page 4, complete item 5 of the Employer Response to notify the Issuing Agency that enrollment cannot be completed because of prioritization or limitations on withholdings.

Additional Information for Termination Order/Notice (Optional)

1. Effective date of medical support termination: _____
2. Reason for termination: _____
3. Child(ren) to be terminated:

Child(ren)'s Name(s) (Last, First, Middle)	DOB
_____	_____
_____	_____
_____	_____

EMPLOYER RESPONSE

If 1, 2, 3, 4 or 5 below applies, check the appropriate box and return this Part A to the Issuing Agency within 20 business days after the date of the Notice, or sooner if reasonable. NO OTHER ACTION IS NECESSARY. If 1 through 5 does not apply, complete item 7 and forward **Part B** to the appropriate Plan Administrator(s) within 20 business days after the date of the Notice, or sooner if reasonable. This includes any organization or labor union that provides group health care benefits to the employee. Check number 5 and return this **Part A** to the **Issuing Agency** if the Plan Administrator informs you that the child(ren) would be enrolled in or qualify(ies) for an option under the plan for which you have determined that the employee contribution exceeds the amount that may be withheld from the employee's income due to State or Federal withholding limitations and/or prioritization. You are required to respond to the Issuing Agency by returning this **Employer Response** regardless of whether you provide group health benefits or the employee named herein is no longer employed by your organization. Information for the Plan Administrator and the Employer Representative at the bottom of this section is required.

- ☐ 1. The employee named in this Notice has never been employed by this employer.
- ☐ 2. We, the employer, do not offer our employees the option of purchasing dependent or family health care coverage as a benefit of their employment.
- ☐ 3. The employee is among a class of employees (for example, part-time or non-union) that are not eligible for family health coverage under any group health plan maintained by the employer or to which the employer contributes. Do not check this box if the employee is only temporarily ineligible for health care coverage.
- ☐ 4. Health care coverage is not available because employee is not employed by employer:
- Effective date of termination: _____
- Reason for termination: _____
- Last known telephone number: _____
- Last known address: _____
- New employer (if known): _____
- New employer telephone number: _____
- New employer address: _____
- ☐ 5. State or Federal withholding limitations and/or prioritization prevent the withholding from the employee's income of the amount required to obtain coverage under the terms of the plan.
- ☐ 6. The participant is subject to a waiting period that expires _____ (more than 90 days from the date of receipt of this Notice), or has not completed a waiting period, which is determined by some measure other than the passage of time, such as the completion of a certain number of hours worked (describe here: _____). At the completion of the waiting period, the Plan Administrator will process the enrollment.
- ☐ 7. Employer forwarded Part B to Plan Administrator on _____.

MM/DD/YY

CONTACT FOR QUESTIONS

Plan Administrator Name: _____

FAX Number: _____

Contact Person: _____

Telephone Number: _____

Employer Name: _____

Telephone Number: _____

Employer Representative Name/Title: _____

Federal EIN: _____

(if not provided on Page 1 of this Notice)

Employee Name: _____

Date: _____

INSTRUCTIONS TO EMPLOYER

This document serves as legal notice that the employee identified on this National Medical Support Notice is obligated by a court or administrative child support order to provide health care coverage for the child(ren) identified on this Notice. This National Medical Support Notice replaces any Medical Support Notice that the Issuing Agency has previously served on you with respect to the employee and the children listed on this Notice.

The document consists of **Part A - Notice to Withhold for Health Care Coverage** for the employer to withhold any employee contributions required by the group health plan(s) in which the child(ren) is/are enrolled; and **Part B - Medical Support Notice to the Plan Administrator**, which **must** be forwarded to the Administrator of each group health plan identified by the employer to enroll the eligible child(ren), or completed by the employer, if the employer serves as the health Plan Administrator.

An employer receiving this legal Notice is required to complete and return **Part A – Employer Response**. If group health coverage is not available to the employee named herein, or the employee was never or is no longer employed, the employer is required to complete **Part A – Employer Response** and return it to the Issuing Agency with the appropriate response checked. If you, the employer, provide the health care benefits to the employee, forward **Part B – Plan Administrator Response** to the health Plan Administrator of your organization. If the employee's health care benefits are administered through another organization, including a labor union, forward Part B of the Notice to the labor union or other organization acting as the Plan Administrator for completion. If the employee has already enrolled the child(ren) in health care coverage, the employer must forward Part B to the Plan Administrator for completion and submittal to the Issuing Agency.

Keep a copy of Part A as it may be used to notify the Issuing Agency if the employee separates from service for any reason including retirement or termination.

EMPLOYER RESPONSIBILITIES

1. If the individual named in this Notice is not your employee, or if the family health care coverage is not available, please complete item 1, 2, 3, 4 or 5 of the Employer Response as appropriate, and return it to the Issuing Agency. NO OTHER ACTION IS NECESSARY.
2. If family health care coverage is available for which the child(ren) identified above may be eligible, you are required to:
 - a. Transfer, not later than 20 business days after the date of this Notice, a copy of **Part B - Medical Support Notice to the Plan Administrator** to the Administrator of each appropriate group health plan for which the child(ren) may be eligible, complete item 7, and
 - b. Upon notification from the Plan Administrator(s) that the child(ren) is/are enrolled, either
 - 1) withhold from the employee's income any employee contributions required under each group health plan, in accordance with the applicable law of the employee's principal place of employment and transfer employee contributions to the appropriate plan(s), or
 - 2) complete item 5 of the Employer Response to notify the Issuing Agency that enrollment cannot be completed because of prioritization or limitations on withholding.
 - c. If the Plan Administrator notifies you that the employee is subject to a waiting period that expires more than 90 days from the date of its receipt of **Part B** of this Notice, or whose duration is determined by a measure other than the passage of time (for example, the completion of a certain number of hours worked), complete item 6 of the Employer Response to notify the Issuing Agency of the enrollment timeframe and notify the Plan Administrator when the employee is eligible to enroll in the plan and that this Notice requires the enrollment of the child(ren) named in the Notice in the plan.
3. If the Termination Order/Notice (Optional) checkbox is checked, you are required to terminate the health care coverage for the child(ren) identified in the order unless the employee has indicated that they want to continue coverage voluntarily.

DURATION OF WITHHOLDING

The child(ren) shall be treated as dependents under the terms of the plan. Coverage of a child as a dependent will end when conditions for eligibility for coverage under terms of the plan no longer apply. However, the continuation coverage provisions of ERISA may entitle the child to continuation coverage under the plan. The employer must continue to withhold employee contributions and may not disenroll (or eliminate coverage for) the child(ren) unless:

1. The employer is provided satisfactory written evidence that:
 - a. The court or administrative child support order referred to in this Notice is no longer in effect; or
 - b. The child(ren) is or will be enrolled in comparable coverage which will take effect no later than the effective date of disenrollment from the plan; or
2. The employer eliminates family health coverage for all of its employees.

POSSIBLE SANCTIONS

An employer may be subject to sanctions or penalties imposed under State law and/or ERISA for discharging an employee from employment, refusing to employ, or taking disciplinary action against any employee because of medical child support withholding, or for failing to withhold income, or transmit such withheld amounts to the applicable plan(s) as the Notice directs. Sanctions or penalties may be imposed under State law against an employer for failure to respond and/or for non-compliance with this Notice.

NOTICE OF TERMINATION OF EMPLOYMENT

In any case in which the above employee's employment terminates, the employer must promptly notify the Issuing Agency listed above of such termination. This requirement may be satisfied by sending to the Issuing Agency a copy of Part A with response 4 checked or any notice the employer is required to provide under the continuation coverage provisions of ERISA or the Health Insurance Portability and Accountability Act.

EMPLOYEE LIABILITY FOR CONTRIBUTION TO PLAN

The employee is liable for any employee contributions that are required under the plan(s) for enrollment of the child(ren) and is subject to appropriate enforcement. The employee may contest the withholding under this Notice based on a mistake of fact (such as the identity of the obligor). Should an employee contest the withholding under this Notice, the employer must proceed to comply with the employer responsibilities in this Notice until notified by the Issuing Agency to discontinue withholding. To contest the withholding under this Notice, the employee should contact the Issuing Agency at the address and telephone number listed on the Notice. With respect to plans subject to ERISA, it is the view of the Department of Labor that Federal Courts have jurisdiction if the employee challenges a determination that the Notice constitutes a Qualified Medical Child Support Order.

CONTACT FOR QUESTIONS

If you have any questions regarding this Notice, you may contact the Issuing Agency at the address and telephone number listed on page 1 of this Notice.

**NATIONAL MEDICAL SUPPORT NOTICE - PART B
MEDICAL SUPPORT NOTICE TO PLAN ADMINISTRATOR**

This Notice is issued under section 466(a)(19) of the Social Security Act, section 609(a)(5)(C) of the Employee Retirement Income Security Act of 1974 (ERISA), and for State and local government and church plans, sections 401(e) and (f) of the Child Support Performance and Incentive Act of 1998 (CSPIA). Receipt of this Notice from the Issuing Agency constitutes receipt of a Medical Child Support Order under applicable law. The rights of the parties and the duties of the plan administrator under this Notice are in addition to the existing rights and duties established under such law. The information on the Custodial Parent and Child(ren) contained on this page is confidential and should not be shared or disclosed with the employee. NOTE: For purposes of this form, the Custodial Parent may also be the employee when the State opts to enforce against the Custodial Parent.

Issuing Agency: _____	Court or Administrative Authority: _____
Issuing Agency Address: _____	Order Date: _____
_____	Order Identifier: _____
Notice Date: _____	Document Tracking Identifier: _____
CSE Agency Case Identifier: _____	Employer web site: _____
Telephone Number: _____	See NMSN Instructions:
FAX Number: _____	http://www.acf.hhs.gov/programs/css/resource/national-medical-support-notice-form

_____	RE: _____
Employer/Withholder's Federal EIN Number	Employee's Name (Last, First, MI)
Employer/Withholder's Name	Employee's Social Security Number
_____	_____
Employer/Withholder's Address	Employee's Mailing Address
_____	_____
Custodial Parent's Name (Last, First, MI)	Substituted Official/Agency Name
_____	_____
Custodial Parent's Mailing Address	Substituted Official/Agency Address
_____	(Required if Custodial Parent's mailing address is left blank)
Child(ren)'s Mailing Address (if different from Custodial Parent's)	_____
_____	_____
Name and Telephone of a Representative of the Child(ren)	Mailing Address of a Representative of the Child(ren)
Child(ren)'s Name(s) Gender DOB SSN	Child(ren)'s Name(s) Gender DOB SSN
_____	_____
_____	_____

The order requires the child(ren) to be enrolled in ☐ all health coverages available; or only the following coverage(s):

☐ Medical; ☐ Dental; ☐ Vision; ☐ Prescription drug; ☐ Mental health; ☐ Other (specify): _____

THE PAPERWORK REDUCTION ACT OF 1995 (P.L. 104-13) No persons are required to respond to a collection of information unless it displays a valid OMB control number. The time required to complete this information collection is estimated to average 20 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete the review of the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form please write to: Joseph Piacentini, Office of Policy and Research, Department of Labor, Employee Benefits Security Administration, 200 Constitution Avenue NW, Room-N5718, Washington, DC 20210 or email ebssa.opr@dol.gov and reference the OMB Control Number.

OMB control number: 1210-0113. Expiration Date: 10/31/2022.

PLAN ADMINISTRATOR RESPONSE

(To be completed and returned to the Issuing Agency within 40 business days after the date of the Notice, or sooner if reasonable)

Case # _____ (to be completed by the issuing agency)

This Notice was received by the plan administrator on _____.

1. This Notice was determined to be a "qualified medical child support order," on _____.
Complete **Response 2 or 3, and 4**, if applicable.

2. The participant (employee) and alternate recipient(s) (child(ren)) are to be enrolled in the following family coverage.
- a. The child(ren) is/are currently enrolled in the plan as a dependent of the participant.
 - b. There is only one type of coverage provided under the plan. The child(ren) is/are included as dependents of the participant under the plan.
 - c. The participant is enrolled in an option that is providing dependent coverage and the child(ren) will be enrolled in the same option.
 - d. The participant is enrolled in an option that permits dependent coverage that has not been elected; dependent coverage will be provided.

Coverage is effective as of _____ (includes waiting period of less than 90 days from date of receipt of this Notice). The child(ren) has/have been enrolled in the following option (if plan is insured, identify provider, policy and group numbers): _____. Any necessary withholding should commence if the employer determines that it is permitted under State and Federal withholding and/or prioritization limitations.

3. There is more than one option available under the plan and the participant is not enrolled. The Issuing Agency must select from the available options. Each child is to be included as a dependent under one of the available options that provide family coverage. If the Issuing Agency does not reply within 20 business days of the date this Response is returned, the child(ren), and the participant if necessary, will be enrolled in the plan's default option, if any: _____.

4. The participant is subject to a waiting period that expires _____ (more than 90 days from the date of receipt of this Notice), or has not completed a waiting period which is determined by some measure other than the passage of time, such as the completion of a certain number of hours worked (describe here: _____). At the completion of the waiting period, the plan administrator will process the enrollment.

5. This Notice does not constitute a "qualified medical child support order" because:

The name of the child(ren) or participant is unavailable.

The mailing address of the child(ren) (or a substituted official) or participant is unavailable.

The following child(ren) is/are at or above the age at which dependents are no longer eligible for coverage under the plan _____ (insert name(s) of child(ren)).

Plan Administrator or Representative:

Name: _____ Telephone Number: _____

Title: _____ Date: _____

Address: _____

INSTRUCTIONS TO PLAN ADMINISTRATOR

This Notice has been forwarded from the employer identified above to you as the plan administrator of a group health plan maintained by the employer (or a group health plan to which the employer contributes) and in which the noncustodial parent/participant identified above is enrolled or is eligible for enrollment.

This Notice serves to inform you that the noncustodial parent/participant is obligated by an order issued by the court or agency identified above to provide health care coverage for the child(ren) under the group health plan(s) as described on **Part B**.

(A) If the participant and child(ren) and their mailing addresses (or that of a Substituted Official or Agency) are identified above, and if coverage for the child(ren) is or will become available, this Notice constitutes a “qualified medical child support order”(QMCSO) under ERISA or CSPIA, as applicable. (If any mailing address is not present, but it is reasonably accessible, this Notice will not fail to be a QMCSO on that basis.) You must, within 40 business days of the date of this Notice, or sooner if reasonable:

(1) Complete Part B - Plan Administrator Response - and send it to the Issuing Agency:

(a) if you checked Response 2:

(i) notify the noncustodial parent/participant named above, each named child, and the custodial parent that coverage of the child(ren) is or will become available (notification of the custodial parent will be deemed notification of the child(ren) if they reside at the same address);

(ii) furnish the custodial parent a description of the coverage available and the effective date of the coverage, including, if not already provided, a summary plan description and any forms, documents, or information necessary to effectuate such coverage, as well as information necessary to submit claims for benefits;

(b) if you checked Response 3:

(i) if you have not already done so, provide to the Issuing Agency copies of applicable summary plan descriptions or other documents that describe available coverage including the additional participant contribution necessary to obtain coverage for the child(ren) under each option and whether there is a limited service area for any option;

(ii) if the plan has a default option, you are to enroll the child(ren) in the default option if you have not received an election from the Issuing Agency within 20 business days of the date you returned the Response. If the plan does not have a default option, you are to enroll the child(ren) in the option selected by the Issuing Agency.

(c) if the participant is subject to a waiting period that expires more than 90 days from the date of receipt of this Notice, or has not completed a waiting period whose duration is determined by a measure other than the passage of time (for example, the completion of a certain number of hours worked), complete Response 4 on the Plan Administrator Response and return to the employer and the Issuing Agency, and notify the participant and the custodial parent; and upon satisfaction of the period or requirement, complete enrollment under Response 2 or 3, and

(d) upon completion of the enrollment, transfer the applicable information on Part B - Plan Administrator Response to the employer for a determination that the necessary employee contributions are available. Inform the employer that the enrollment is pursuant to a National Medical Support Notice.

(B) If within 40 business days of the date of this Notice, or sooner if reasonable, you determine that this Notice does not constitute a QMCSO, you must complete Response 5 of Part B - Plan Administrator Response and send it to the Issuing Agency, and inform the noncustodial parent/participant, custodial parent, and child(ren) of the specific reasons for your determination.

(C) Any required notification of the custodial parent, child(ren) and/or participant may be satisfied by sending the party a copy of the Plan Administrator Response, if appropriate. You may choose to furnish these notifications electronically in accordance with the requirements of the Department of Labor's electronic disclosure regulation codified at 29 C.F.R. 2520.104b-1(c).

UNLAWFUL REFUSAL TO ENROLL

Enrollment of a child may not be denied on the ground that: (1) the child was born out of wedlock; (2) the child is not claimed as a dependent on the participant's Federal income tax return; (3) the child does not reside with the participant or in the plan's service area; or (4) because the child is receiving benefits or is eligible to receive benefits under the State Medicaid plan. If the plan requires that the participant be enrolled in order for the child(ren) to be enrolled, and the participant is not currently enrolled, you must enroll both the participant and the child(ren) regardless of whether the participant has applied for enrollment in the plan. All enrollments are to be made without regard to open season restrictions.

PAYMENT OF CLAIMS

A child covered by a QMCSO, or the child's custodial parent, legal guardian, or the provider of services to the child, or a State agency to the extent assigned the child's rights, may file claims and the plan shall make payment for covered benefits or reimbursement directly to such party.

PERIOD OF COVERAGE

The alternate recipient(s) shall be treated as dependents under the terms of the plan. Coverage of an alternate recipient as a dependent will end when similarly situated dependents are no longer eligible for coverage under the terms of the plan. However, the continuation coverage provisions of ERISA or other applicable law may entitle the alternate recipient to continue coverage under the plan. Once a child is enrolled in the plan as directed above, the alternate recipient may not be disenrolled unless:

- (1) The plan administrator is provided satisfactory written evidence that either:
 - (a) the court or administrative child support order referred to above is no longer in effect, or
 - (b) the alternate recipient is or will be enrolled in comparable coverage which will take effect no later than the effective date of disenrollment from the plan;
- (2) The employer eliminates family health coverage for all of its employees; or
- (3) Any available continuation coverage is not elected, or the period of such coverage expires.

CONTACT FOR QUESTIONS

If you have any questions regarding this Notice, you may contact the Issuing Agency at the address and telephone number listed above.

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately 20 minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email ebbsa.opr@dol.gov and reference the OMB Control Number 1210-0113. Expiration Date: 10/31/2022

Form 9-2

An order for withholding from earnings for child support is found in the decree of divorce, form [23-1](#), and in the order in suit affecting the parent-child relationship, form [40-6](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Issuance of Income Withholding for Support

To the Clerk of the Court:

[**Name**], in accordance with Texas Family Code chapter 158, requests that you issue by certified mail, return receipt requested, a certified copy of the Income Withholding for Support concerning [**name**], Obligor, signed by the Court on [**date**] to this employer:

Name:

Address:

New employer information: [**specify**]

Clerk's Certificate of Notice to Employer

In accordance with Texas Family Code chapter 158, I certify that a certified copy of the Income Withholding for Support signed by the Court on [**date**] was mailed on this date to the employer named above.

SIGNED on _____.

District Clerk, [county] County, Texas

By: _____
Deputy

Certified Mail No: _____ (return receipt requested)

Form 9-3

Income Withholding for Support

The Office of the Attorney General, as the title IV-D agency, is required to prescribe income withholding forms required by federal law in a standard format. [Tex. Fam. Code § 158.106](#). The following form was promulgated by the title IV-D agency in 1 [Tex. Admin. Code § 55.118](#). It may be downloaded from www.acf.hhs.gov/css/resource/income-withholding-for-support-form.

A Word version of the required form with Texas-specific remittance information (highlighted) follows this page. The sample form also includes an attachment for additional information. The attachment instructs the employer on complying with more than one order of withholding, as provided by [Tex. Fam. Code § 158.207](#). It also includes step-down provisions for the current support amount if the support order is for more than one child, as required by [Tex. Fam. Code § 154.127](#).

The income withholding for support may be generic, that is, addressed to “Any employer of” the obligor. If an employer’s name is included in the order, that name should be followed by “and any subsequent employer.” [Tex. Fam. Code § 158.201\(b\)](#).

This form supersedes certain forms used in the past: the order/notice to withhold income for child support, the employer’s order to withhold from earnings for child support, the judicial writ of withholding to employer, and the judicial writ of withholding to subsequent employer. This form may also be used to request voluntary withholding under [Tex. Fam. Code § 158.011](#).

Note: [Tex. Fam. Code § 8.101\(d\)](#) requires that an order of withholding that combines withholding for spousal maintenance and for child support must be in this form.

An order that income be withheld from the obligor’s earnings to be applied toward the satisfaction of attorney’s fees should be on a **separate** form from that which covers child support payments. The court must order that amounts withheld for fees be remitted directly to the attorney. [Tex. Fam. Code § 158.0051\(c\)](#). Payments for attorney’s fees should not be directed to the state disbursement unit.

See form [33-23](#) for an order to withhold for costs and fees.

INCOME WITHHOLDING FOR SUPPORT

- ☐ INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT (IWO)
☐ AMENDED IWO
☐ ONE-TIME ORDER/NOTICE FOR LUMP SUM PAYMENT
☐ TERMINATION OF IWO

Date: _____

☐ Child Support Enforcement (CSE) Agency ☐ Court ☐ Attorney ☐ Private Individual/Entity (Check One)

NOTE: This IWO must be regular on its face. Under certain circumstances you must reject this IWO and return it to the sender (see IWO instructions www.acf.hhs.gov/css/resource/income-withholding-for-support-instructions). If you receive this document from someone other than a state or tribal CSE agency or a court, a copy of the underlying support order must be attached.

State/Tribe/Territory _____ Remittance ID (include w/payment) _____
 City/County/Dist./Tribe _____ Order ID _____
 Private Individual/Entity _____ Case ID _____

Employer/Income Withholder's Name _____		RE: _____
Employer/Income Withholder's Address _____		Employee/Obligor's Name (Last, First, Middle) _____
_____		Employee/Obligor's Social Security Number _____
_____		Employee/Obligor's Date of Birth _____
Employer/Income Withholder's FEIN _____		Custodial Party/Obligee's Name (Last, First, Middle) _____
Child(ren)'s Name(s) (Last, First, Middle) _____	Child(ren)'s Birth Date(s) _____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

ORDER INFORMATION: This document is based on the support order from _____ (State/Tribe).

You are required by law to deduct these amounts from the employee/obligor's income until further notice.

\$ _____ Per _____ current child support
 \$ _____ Per _____ past-due child support - **Arrears greater than 12 weeks?** ☐ Yes ☐ No
 \$ _____ Per _____ current cash medical support
 \$ _____ Per _____ past-due cash medical support
 \$ _____ Per _____ current spousal support
 \$ _____ Per _____ past-due spousal support
 \$ _____ Per _____ other (must specify) _____
 for a **Total Amount to Withhold** of \$ _____ per _____.

AMOUNTS TO WITHHOLD: You do not have to vary your pay cycle to be in compliance with the *Order Information*. If your pay cycle does not match the ordered payment cycle, withhold one of the following amounts:

\$ _____ per weekly pay period \$ _____ per semimonthly pay period (twice a month)
 \$ _____ per biweekly pay period (every two weeks) \$ _____ per monthly pay period
Lump Sum Payment: Do not stop any existing IWO unless you receive a termination order.

Document Tracking ID _____

Employer's Name: _____ Employer FEIN: _____
 Employee/Obligor's Name: _____ SSN: _____
 Case Identifier: _____ Order Identifier: _____

REMITTANCE INFORMATION: If the employee/obligor's principal place of employment is Texas (State/Tribe), you must begin withholding no later than the first pay period that occurs immediately days after the date of delivery. Send payment within two business days of the pay date. If you cannot withhold the full amount of support for any or all orders for this employee/obligor, withhold 50 % of disposable income for all orders. If the obligor is a non-employee, obtain withholding limits from Supplemental Information. If the employee/obligor's principal place of employment is not Texas (State/Tribe), obtain withholding limitations, time requirements, and any allowable employer fees from the jurisdiction of the employee/obligor's principal place of employment. State-specific withholding limit information is available at www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements. For tribe-specific contacts, payment addresses, and withholding limitations, please contact the tribe at www.acf.hhs.gov/sites/default/files/programs/css/tribal_agency_contacts_printable_pdf.pdf or https://www.bia.gov/tribalmmap/DataDotGovSamples/tld_map.html.

For electronic payment requirements and centralized payment collection and disbursement facility information [State Disbursement Unit (SDU)], see www.acf.hhs.gov/css/employers/employer-responsibilities/payments.

Include the Remittance ID with the payment and if necessary this locator code: _____.

Remit payment to <u>Texas Child Support Disbursement Unit</u> (SDU/Tribal Order Payee) at <u>Post Office Box 659791, San Antonio, Texas 78265-9791</u> (SDU/Tribal Payee Address)

☐ **Return to Sender (Completed by Employer/Income Withholder).** Payment must be directed to an SDU in accordance with sections 466(b)(5) and (6) of the Social Security Act or Tribal Payee (see Payments to SDU below). If payment is not directed to an SDU/Tribal Payee or this IWO is not regular on its face, you *must* check this box and return the IWO to the sender.

If Required by State or Tribal Law: Signature of Judge/Issuing Official: _____ Print Name of Judge/Issuing Official: _____ Title of Judge/Issuing Official: _____ Date of Signature: _____

If the employee/obligor works in a state or for a tribe that is different from the state or tribe that issued this order, a copy of this IWO must be provided to the employee/obligor.

☐ If checked, the employer/income withholder must provide a copy of this form to the employee/obligor.

ADDITIONAL INFORMATION FOR EMPLOYERS/INCOME WITHHOLDERS

State-specific contact and withholding information can be found on the Federal Employer Services website located at www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements.

Employers/income withholders may use OCSE's Child Support Portal (<https://ocsp.acf.hhs.gov/csp/>) to provide information about employees who are eligible to receive a lump sum payment, have terminated employment, and to provide contacts, addresses, and other information about their company.

Priority: Withholding for support has priority over any other legal process under State law against the same income (section 466(b)(7) of the Social Security Act). If a federal tax levy is in effect, please notify the sender.

Combining Payments: When remitting payments to an SDU or tribal CSE agency, you may combine withheld amounts from more than one employee/obligor's income in a single payment. You must, however, separately identify each employee/obligor's portion of the payment.

Payments To SDU: You must send child support payments payable by income withholding to the appropriate SDU or to a tribal CSE agency. If this IWO instructs you to send a payment to an entity other than an SDU (e.g., payable to the custodial party, court, or attorney), you must check the box above and return this notice to the sender. Exception: If this IWO was sent by a court, attorney, or private individual/entity and the initial order was entered before January 1, 1994 or the order was issued by a tribal CSE agency, you must follow the "Remit payment to" instructions on this form.

Employer's Name: _____ Employer FEIN: _____
 Employee/Obligor's Name: _____ SSN: _____
 Case Identifier: _____ Order Identifier: _____

Reporting the Pay Date: You must report the pay date when sending the payment. The pay date is the date on which the amount was withheld from the employee/obligor's wages. You must comply with the law of the state (or tribal law if applicable) of the employee/obligor's principal place of employment regarding time periods within which you must implement the withholding and forward the support payments.

Multiple IWOs: If there is more than one IWO against this employee/obligor and you are unable to fully honor all IWOs due to federal, state, or tribal withholding limits, you must honor all IWOs to the greatest extent possible, giving priority to current support before payment of any past-due support. Follow the state or tribal law/procedure of the employee/obligor's principal place of employment to determine the appropriate allocation method.

Lump Sum Payments: You may be required to notify a state or tribal CSE agency of upcoming lump sum payments to this employee/obligor such as bonuses, commissions, or severance pay. Contact the sender to determine if you are required to report and/or withhold lump sum payments.

Liability: If you have any doubts about the validity of this IWO, contact the sender. If you fail to withhold income from the employee/obligor's income as the IWO directs, you are liable for both the accumulated amount you should have withheld and any penalties set by state or tribal law/procedure.

Anti-discrimination: You are subject to a fine determined under state or tribal law for discharging an employee/obligor from employment, refusing to employ, or taking disciplinary action against an employee/obligor because of this IWO.

Withholding Limits: You may not withhold more than the lesser of: 1) the amounts allowed by the Federal Consumer Credit Protection Act (CCPA) [15 USC §1673 (b)]; or 2) the amounts allowed by the law of the state of the employee/obligor's principal place of employment, if the place of employment is in a state; or the tribal law of the employee/obligor's principal place of employment if the place of employment is under tribal jurisdiction. Disposable income is the net income after mandatory deductions such as: state, federal, local taxes; Social Security taxes; statutory pension contributions; and Medicare taxes. The federal limit is 50% of the disposable income if the obligor is supporting another family and 60% of the disposable income if the obligor is not supporting another family. However, those limits increase 5% --to 55% and 65% --if the arrears are greater than 12 weeks. If permitted by the state or tribe, you may deduct a fee for administrative costs. The combined support amount and fee may not exceed the limit indicated in this section.

Depending upon applicable state or tribal law, you may need to consider amounts paid for health care premiums in determining disposable income and applying appropriate withholding limits.

Arrears Greater Than 12 Weeks? If the **Order Information** section does not indicate that the arrears are greater than 12 weeks, then the employer should calculate the CCPA limit using the lower percentage.

Supplemental Information:

SEE SUPPLEMENTAL INFORMATION PAGE ATTACHED.

Employer's Name: _____ Employer FEIN: _____
 Employee/Obligor's Name: _____ SSN: _____
 Case Identifier: _____ Order Identifier: _____

NOTIFICATION OF EMPLOYMENT TERMINATION OR INCOME STATUS: If this employee/obligor never worked for you or you are no longer withholding income for this employee/obligor, you must promptly notify the CSE agency and/or the sender by returning this form to the address listed in the contact information below:

- ☐ This person has never worked for this employer nor received periodic income.
☐ This person no longer works for this employer nor receives periodic income.

Please provide the following information for the employee/obligor:

Termination date: _____ Last known telephone number: _____

Last known address: _____

Final payment date to SDU/Tribal Payee: _____ Final payment amount: _____

New employer's name: _____

New employer's address: _____

CONTACT INFORMATION:

To Employer/Income Withholder: If you have questions, contact _____ (issuer name)

by telephone: _____, by fax: _____, by email or website: _____.

Send termination/income status notice and other correspondence to: _____ (issuer address).

To Employee/Obligor: If the employee/obligor has questions, contact _____ (issuer name)

by telephone: _____, by fax: _____, by email or website: _____.

IMPORTANT: The person completing this form is advised that the information may be shared with the employee/obligor.

Encryption Requirements:

When communicating this form through electronic transmission, precautions must be taken to ensure the security of the data. Child support agencies are encouraged to use the electronic applications provided by the federal Office of Child Support Enforcement. Other electronic means, such as encrypted attachments to emails, may be used if the encryption method is compliant with Federal Information Processing Standard (FIPS) Publication 140-2 (FIPS PUB 140-2).

The Paperwork Reduction Act of 1995

This information collection and associated responses are conducted in accordance with 45 CFR 303.100 of the Child Support Enforcement Program. This form is designed to provide uniformity and standardization. Public reporting for this collection of information is estimated to average two to five minutes per response. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Form 9-4**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Notice of Application for Income Withholding for Support
(Judicial Writ of Withholding)**

You, the obligor named below, are given notice in accordance with subchapter D, chapter 158, of the Texas Family Code that your employer will be required to withhold the amounts specified below for payment of both your current support obligation for the child[ren] named below and for any overdue support (arrearage) as follows:

Obligor

Name:

Social Security number:

Obligee

Name:

Social Security number:

Child[ren]

Name:

Sex:

Birth date:

Social Security number:

Date child will become eighteen:

Repeat above information for each additional child.

Monthly child support due: \$[amount]

Monthly medical support due: \$[amount]

Total arrearage, including accrued interest: \$[amount]

As of: [date of this order]

Monthly amounts to be withheld from your wages on service of the withholding:

On current child support: \$[amount]

On current medical support: \$[amount]

On child support arrearage owed: \$[amount]

On medical support arrearage owed: \$[amount]

Monthly amounts to be withheld from your wages after [date]:

On current child support: \$[amount]

On current medical support: \$[amount]

On child support arrearage owed: \$[amount]

On medical support arrearage owed: \$[amount]

Continue as required for further reductions.

Include the following if applicable.

You have repeatedly failed to pay support in accordance with your order of support. The Income Withholding for Support may include arrearages that accrue between the filing of this notice and the issuance of the Income Withholding for Support.

The order to withhold from your wages applies to each current or subsequent employer and period of employment.

If you do not contest this withholding within ten days after the receipt of this Notice of Withholding, your employer will be notified to begin deducting from your pay the amounts specified above.

Your sole ground for successfully contesting the issuance of an Income Withholding for Support is a mistake of fact. If you claim that you are not the person who owes the child support, or that you are not in arrears, or that the arrearage listed on the notice is incorrect, you can request a hearing by completing a Motion to Stay Issuance and Delivery of Income Withholding for Support (Judicial Writ of Withholding) and filing the motion within ten days of receipt of this notice with the clerk of the Court listed on the top of this notice.

Filing the attached motion will stay issuance and delivery of the Income Withholding for Support to your employer until a hearing is held.

If you contest this withholding, you will be afforded an opportunity to present your case to the court within thirty days of receipt of your notice of contest. The hearing will be limited to the disputed issues as stated on the Motion to Stay Issuance and Delivery of Income Withholding for Support (Judicial Writ of Withholding).

At the hearing the court will decide the contested delinquency and will either enter an order for income withholding or decide that an order for income withholding should not be entered. It is anticipated that additional arrearages will accrue, and on hearing the court will be requested to confirm all amounts then due.

An unsworn declaration may be used in place of a verification. See form [8-27](#).

Verification

I, [**name of affiant**], swear under oath that the above Notice of Application for Income Withholding for Support (Judicial Writ of Withholding) is true and correct.

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 9-5**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Motion to Stay Issuance and Delivery of Income Withholding for
Support (Judicial Writ of Withholding)**

This motion is brought by the undersigned person, who states that [he/she] contests the issuance of an Income Withholding for Support (Judicial Writ of Withholding) that has been requested by [name]. I state that the ground for contesting the issuance of an Income Withholding for Support is that:

- ☐ I am not the obligor, the person who is required by a court order to support the child[ren] named in the notice.
- ☐ The amount of current child support listed is incorrect.
- ☐ The amount of medical support listed is incorrect.
- ☐ The amount of overdue support (arrearages) listed is incorrect.
- ☐ I am not behind in paying child support. Explanation:

The information contained in this motion is true and correct.

Name:

Address:

Phone:

Signature

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of place of hearing]**.

SIGNED on _____.

Judge or Clerk or Title IV-D Agency
Representative

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name]

Form 9-6 is reserved.

Form 9-7

A *motion* is filed with the court when withholding is required pursuant to an Income Withholding for Support issued by a court. A *request* is filed with the title IV-D agency when withholding is required pursuant to an Income Withholding for Support issued by the title IV-D agency.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Employer's [Motion/Request] for Hearing on Applicability of
Income Withholding for Support**

This [motion/request] is brought by [name], Employer, in accordance with section 158.205 of the Texas Family Code, seeking a hearing on the Income Withholding for Support issued in this case on [date] and delivered to Employer on [date].

Employer should not be required to withhold in accordance with the Income Withholding for Support because [specify].

Under section 158.205 of the Texas Family Code, hearing on this [motion/request] shall be held within fifteen days following filing of the [motion/request].

Obligor's employer:

Address:

[Name]
Attorney for [name]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above [motion/request] is set for hearing on _____ at
_____.M. in [designation and location of place of hearing].

SIGNED on _____.

Judge or Clerk or Title IV-D Agency
Representative

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name]

Form 9-8

See form 9-9 for the letter used for filing the postal return receipt from the delivery of this letter.

**Filing Letter for Income Withholding for Support to Subsequent
Employer (Judicial Writ of Withholding)**

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Date]

[Name and address of clerk of the court]

Re: [caption of case]

[Salutation]

Enclosed please find for filing a copy of an Income Withholding for Support (Judicial Writ of Withholding) issued to a subsequent employer of [name of obligor], the obligor in the above case. Also enclosed is a check for \$15 for your fees in this matter.

Please file mark and return to my office the enclosed copy of the Income Withholding for Support and this letter.

Sincerely,

[Name]

Enc.

Form 9-9

**Filing Letter for Postal Return Receipt for Income Withholding for
Support Delivered to Subsequent Employer (Judicial Writ of
Withholding)**

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning
protection of sensitive data in filed documents.

[Date]

[Name and address of clerk of the court]

Re: [caption of case]

[Salutation]

The original postal return receipt from the delivery of an Income Withholding for Support to the subsequent employer of [name of obligor], Obligor, is enclosed.

Please file mark and return to my office the enclosed copy of this letter.

Sincerely,

[Name]

Enc.

Form 9-10

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Issuance of Income Withholding for Support
[Voluntary Withholding]

To the Clerk of the Court:

[Name], Obligor, requests, in accordance with section 158.011 of the Texas Family Code, that you issue an Income Withholding for Support to Obligor's employer.

Name of Employer:

Address:

[Name], Obligee, agrees to the issuance and delivery to Obligor's employer of the attached Income Withholding for Support and to the monthly amounts of withholding set out therein. The requested Income Withholding for Support does not reduce the total amount of child support, including arrearages, owed by Obligor.

The information contained in this request is true and correct.

Name: [name of obligor]

Address:

Telephone:

Signature

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

The information contained in this request is true and correct.

Name: [**name of obligee**]

Address:

Telephone:

Signature

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 9-11

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Issuance of Revised Income Withholding for Support
[Agreed]

To the Clerk of the Court:

[**Name**], Obligor, and [**name**], Obligee, request, in accordance with section 158.402 of the Texas Family Code, the issuance of a revised Income Withholding for Support to Obligor's employer.

Name of Employer:

Address:

On [**date**] an order for child support was rendered in this cause, in which Obligor was ordered to pay child support to Obligee. Obligor and Obligee agree that the following contingency stated in the child support order has occurred: [the child is eighteen years of age and has graduated from high school/the child's disabilities of minority have been removed by marriage, court order, or operation of law/the child has died]. Obligee and Obligor agree to the issuance and delivery to Obligor's employer of the attached Income Withholding for Support and to the monthly amounts of withholding set out therein.

The information contained in this request is true and correct.

Name: [**name of obligor**]

Address:

Telephone:

Signature

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

The information contained in this request is true and correct.

Name: [**name of obligee**]

Address:

Telephone:

Signature

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 9-12

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Original Petition to [Terminate/Modify] [Income Withholding/
Order/Notice to Withhold/Writ of Withholding/
Order for Withholding]**

1. Discovery Level

Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

2. Objection to Assignment of Case to Associate Judge

Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. Parties

This suit is brought by [name of petitioner], Petitioner. [The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

[Name of respondent] is Respondent.

4. *Jurisdiction*

This Court has continuing jurisdiction of this suit and of the child[ren] the subject of this suit.

5. *Child[ren]*

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Social Security number:

Repeat above information for each additional child.

6. *Person[s] Entitled to Citation*

The parties entitled to notice are as follows:

1. Respondent, who is [relationship or capacity].

Select one of the following.

Process should be served [include if applicable: at [address, city, state, zip code]].

No service is necessary at this time.

Include the following if applicable.

2. [Name], [address, city, state], who is [the person entitled to receive payments on behalf of the child[ren]/[specify other interest]].

Select method of service as above if applicable.

7. *[Income Withholding/Order/Notice/Writ/Order] in Effect*

On [date] [an Income Withholding for Support was issued/an Order/Notice to Withhold from Income for Child Support was issued/a Writ of Withholding was issued/an Order for Withholding from Earnings for Child Support was rendered]. This [withholding/order/notice/writ/order] is currently in effect, and Petitioner's employer is currently withholding wages.

Petitioner and Respondent are the Obligor and Obligee, respectively, under the [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding].

8. *Reason[s] for [Termination/Modification] of [Withholding/Order/Notice/Writ/Order]*

The [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding] should be [terminated/modified] because:

Select as applicable.

the child[ren] [name[s] of child[ren]] [has/have] reached the age of eighteen years and [is/are] no longer enrolled 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 complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code or enrolled on a full-time basis in a private secondary school in a program leading toward a high school diploma and complying with the minimum attendance requirements imposed by that school.

the child[ren] [name[s] of child[ren]] [is/are] married.

the child[ren] [name[s] of child[ren]] [has/have] died.

the disabilities of the child[ren] [name[s] of child[ren]] have been otherwise removed for general purposes.

Petitioner and Respondent have [married/remarried] each other, and no nonparent or agency has been appointed conservator of the child[ren] under chapter 153 of the Texas Family Code.

9. [Termination/Modification] Sought

Since the order for child support has terminated, the [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding] should be terminated by this Court.

Or

The [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding] should be modified as follows: **[specify]**.

Include 10. if applicable.

10. Attorney's Fees and Costs

It was necessary for Petitioner to secure the services of [name], a licensed attorney, to prepare and prosecute this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

11. Prayer

Petitioner prays that citation and notice issue as required by law.

Petitioner prays that the [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding] be [terminated/modified].

Petitioner prays for [**include if applicable:** attorney's fees, expenses, costs, and interest as requested above and for] general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 9-13

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order [Terminating/Modifying] [Income Withholding/Order/
Notice to Withhold/Writ of Withholding/Order for Withholding]**

On **[date]** a hearing was held on the Petition to [Terminate/Modify] [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding] filed by **[name of petitioner]**, Petitioner.

Appearances

Petitioner, **[name of petitioner]**,

Select one of the following.

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

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]**,

Select one of the following.

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 was duly notified of trial but failed to appear and defaulted.

has agreed to the terms of this order as evidenced by Respondent's signature below.

Jurisdiction

The Court, having examined the pleadings and heard the evidence and argument of counsel, finds that it has continuing, exclusive jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction. A jury was waived, and all matters in controversy, including questions of fact and of law, were submitted to the Court. All persons entitled to citation were properly cited.

Record

A record of the testimony was waived with the consent of the Court.

Or

A record of the proceeding was made by [[**name, address**]/the court reporter for the [**designation**] Court].

Findings

The Court finds that:

Select as applicable.

the child[ren] [**name[s] of child[ren]**] [has/have] reached the age of eighteen years and [is/are] no longer enrolled 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 complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code or enrolled on a full-time basis in a private secondary school in a program leading toward a high school diploma and complying with the minimum attendance requirements imposed by that school.

the child[ren] [name[s] of child[ren]] [is/are] married.

the child[ren] [name[s] of child[ren]] [has/have] died.

the disabilities of the child[ren] [name[s] of child[ren]] have been otherwise removed for general purposes.

Petitioner and Respondent have [married/remarried] each other, and no nonparent or agency has been appointed conservator of the child[ren] under chapter 153 of the Texas Family Code.

Order

If the order or writ is terminated, use the following.

It is therefore ORDERED that the [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding] [rendered/issued] on [date] is terminated.

If the order or writ is modified, use the following.

It is therefore ORDERED that the [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding] [rendered/issued] on [date] is modified.

On this date the Court authorized the issuance of an Income Withholding for Support. [See form 9-3.] The modified amounts to be withheld from Respondent's disposable earnings are stated in that Income Withholding for Support, which is wholly incorporated by reference into this order.

Any employer of Respondent is ORDERED to begin withholding no later than the first pay period following the date on which the Income Withholding for Support is served on the employer. The employer is ORDERED to continue to withhold income as long as Respondent remains in employment and child support is due and payable.

Credit on Child Support Obligation

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Respondent by the employer and paid in accordance with the order shall constitute a credit against the child support obligation. Payment of the full amount of child support ordered paid by any prior court order and by this order through this 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 that prior court order and by this order, the balance due remains an obligation of Respondent, and it is ORDERED that Respondent pay the balance due directly to the state disbursement unit as specified in the Income Withholding for Support.

Clerk's Duties

IT IS ORDERED that, on the request of a prosecuting attorney, the title IV-D agency, the friend of the Court, Petitioner, or Respondent, the clerk of this Court shall cause a certified copy of the Income Withholding for Support to be delivered to any employer.

Attorney's Fees

IT IS ORDERED that good cause exists to award [**name of attorney**] judgment in the amount of [**number**] dollars (\$[**amount**]) for reasonable attorney's fees, expenses, and costs incurred by [**name of party**], with interest at [**percent**] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [**name of respondent**], Respondent. Respondent 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.

If appropriate, add provision for fees and expenses for ad litem or amicus attorney.

Costs

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

Or

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

Or

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

Or

IT IS ORDERED 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.

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to
sign order.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if applicable.

[Name]

[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]

State Bar No.: [if applicable]

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the judgment and do not
intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

If the income withholding, order/notice to withhold, order for withholding, or writ of withholding was modified, use form 9-3 to prepare a new income withholding for support to the employer reflecting the modifications ordered.

If the withholding was terminated, prepare form 9-3, marked to indicate the termination.

The new form 9-3 should accompany the order when it is sent to the employer.

Form 9-14

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition for Support of Disabled Child*1. Discovery Level*

Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Objection to Assignment of Case to Associate Judge

Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. Parties

This suit is brought by [**name of petitioner**], who is the [child/[**relationship**] of the child] the subject of this suit. [The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

[**Name[s] of respondent[s]**] [is/are] Respondent[s].

4. *Jurisdiction*

No court has continuing jurisdiction of this suit or of the child the subject of this suit.

5. *Child*

The following child is the subject of this suit:

Name:

Sex:

Birth date:

6. *Persons Entitled to Citation*

If the parents are of the same sex, make appropriate changes to the following paragraphs.

Do not include the following if the mother is the petitioner.

The mother of the child the subject of this suit is **[name]**.

Select one of the following.

Process should be served **[include if applicable: at [address, city, state, zip code]]**.

No service is necessary at this time.

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit **[exhibit number/letter]**.

Continue with the following. Do not include the following if the father is the petitioner.

The father of the child the subject of this suit is **[name]**.

Select one of the following.

Process should be served [**include if applicable:** at [address, city, state, zip code]].

No service is necessary at this time.

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

7. *Disabled Child*

Respondent[s] [is/are] the [mother/father/parents] of [name of child]. The court should order Respondent[s] to pay for support of [name of child] because [name of child] requires substantial care and personal supervision because of a mental and/or physical disability and is not capable of self-support. Respondent[s] should be ordered to provide support for the child in the manner specified by the Court. [**Include if applicable:** Petitioner should be granted possession of or access to [name of child] as is appropriate under the circumstances. The Court should determine the rights and duties of the parents with respect to [name of child].]

Select one of the following.

[Name of child] is less than eighteen years of age, and the disability currently exists.

Or

[Name of child] is over the age of eighteen years, and the disability exists now and existed on or before [name of child]'s eighteenth birthday.

Or

[**Name of child**] is over the age of eighteen years, the disability exists now, and the cause of disability was known to exist on or before [**name of child**]'s eighteenth birthday.

8. *Attorney's Fees*

It was necessary for Petitioner to secure the services of [**name of attorney**], a licensed attorney, to preserve and protect the child's rights. Respondent, [**name of respondent**], should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

9. *Prayer*

Petitioner prays that citation and notice issue as required by law.

Petitioner prays that Respondent[s] be ordered to pay support for [**name of child**].

Include the following if applicable.

Petitioner prays for possession of or access to [**name of child**] as is appropriate under the circumstances.

Continue with the following.

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above and for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 9-15

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order for Support of Disabled Child

On [date] the Court heard the Petition for Support of Disabled Child filed by [name of petitioner], Petitioner.

Appearances

Petitioner, [name of petitioner],

Select one of the following.

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

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],

Select one of the following.

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 was duly notified of trial but failed to appear and defaulted.

has agreed to the terms of this order as evidenced by Respondent's signature below.

Repeat for each additional respondent.

Jurisdiction

The Court, after examining the pleadings and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction. A jury was waived, and all questions of fact and of law were submitted to the Court. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court finds that the child the subject of this suit requires substantial care and personal supervision because of a mental or physical disability and is not capable of self-support.

Select one of the following.

The child the subject of this suit is less than eighteen years of age, and the disability currently exists.

Or

The child the subject of this suit is over the age of eighteen years, and the disability exists now and existed on or before the eighteenth birthday of the child.

Or

The child the subject of this suit is over the age of eighteen years, the disability exists now, and the cause of disability was known to exist on or before the eighteenth birthday of the child.

Support Order

To provide for semimonthly or weekly payments, adapt [4.F.2.](#) or [4.F.3.](#) in form [4-3.](#)

Include the following for support payable to the obligee through the SDU.

IT IS ORDERED that **[name of respondent]** is obligated to pay and shall pay to **[name of party receiving]** child support of **[number]** dollars (\$**[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 dies; or
2. further order modifying this child support.

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 party receiving]** for the support of the child. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number

of this suit, **[name of parent paying]**'s name as the name of the noncustodial parent (NCP), and **[name of party receiving]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/child-support/paying-and-receiving-child-support.

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.

Or

Include the following for support for an adult child payable to a special needs trust.

The Court finds that a special needs trust is appropriate and that the child support payments for **[name of child]**, an adult child, are to be paid directly to the trust for the benefit of **[name of child]**.

IT IS ORDERED that **[name of respondent]** is obligated to pay and shall pay child support of **[number]** dollars (\$**[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 dies; or
2. further order modifying this child support.

IT IS ORDERED that support payable to the special needs trust be paid directly to the trust, **[name of trust]** at **[trust address for payment]**.

Include the following if applicable.

The Court finds 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.

Repeat for each additional respondent.

Include the following if applicable.

Possession or Access

The Court finds that the following provisions for possession of or access to **[name]** are in the best interest of the child: **[state the terms of possession or access]**.

Include the following if applicable.

Rights and Duties of the Parties

See [10.A.5.](#) and [10.A.6.](#) in form [23-1](#) for provisions regarding the rights and duties of the parties.

If applicable, see items [9.E.](#) through [9.S.](#) in form [40-6](#) for provisions regarding withholding from earnings for child support, medical support, and other matters that may be appropriate for inclusion in this support order.

Continue with the following.

Required Information

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

If the court finds that requiring a party to give certain items of this information to another party is likely to cause the child or conservator harassment, abuse, serious harm, or injury, or to subject the child or a conservator to family violence, as defined by Tex. Fam. Code § 71.004, the court may make any orders it considers necessary regarding the information. [Tex. Fam. Code § 105.006\(c\).](#)

Name: [**name of petitioner**]

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 respondent**]

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 child**]

Social Security number:

Driver's license number and issuing state:

Include the following information about the child if the child is the petitioner.

Current residence address:

Mailing address:

Home telephone number:

Name of employer:

Address of employment:

Work telephone number:

Continue with the following.

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:

Repeat as needed for other parties.

Notices

Include the following unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also [Tex. Fam. Code § 105.006\(c\)](#).

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

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

FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY WITH THE CHANGE IN THE REQUIRED

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

Notice 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 Division, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

Include the following paragraph in all orders providing for possession of or access to a child.

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.

Include the following paragraph in all orders.

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

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

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

Warnings

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.

Attorney's Fees

IT IS ORDERED that good cause exists to award **[name of attorney]** judgment in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent. Respondent 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.

If appropriate, add provision for fees and expenses for ad litem or amicus attorney.

Costs

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

Or

IT IS ORDERED that [Petitioner/Respondent[s]], **[name[s]]**, [is/are] awarded a judgment of **[number]** dollars (\$**[amount]**) against [Respondent[s]/Petitioner], **[name[s]]**, for costs of court incurred in this case, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid, for which let execution issue.

Or

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

Or

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

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if applicable.

[Name]

[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]

State Bar No.: [if applicable]

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the judgment and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Form 9-16

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Original Petition to Recover Child Support Payments Made in
Excess of Child Support Order***1. Discovery Level*

Discovery in this case is intended to be conducted under [level 1/level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Objection to Assignment of Case to Associate Judge

Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. Parties

This suit is brought by [**name of petitioner**], Petitioner, who is a resident of [**county**] County, Texas. [The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

Respondent, **[name of respondent]**, is a resident of **[county]** County, Texas.

4. *Jurisdiction*

This Court has jurisdiction of this suit and of the parties.

5. *Person[s] Entitled to Citation*

The **[party/parties]** entitled to notice **[is/are]** as follows:

1. **[Name of respondent]**, who is Respondent to this suit.

Select one of the following.

Process should be served **[include if applicable: at [address, city, state, zip code]]**.

No service is necessary at this time.

Repeat as required for additional respondents.

6. *Order for Support*

On **[date]** an order for child support was rendered in Cause No. **[number]**, styled “**[style of case]**” in the **[designation]** Court of **[county]** County, in which Petitioner, as the obligor, was ordered to pay child support to Respondent, as the obligee. The order for child support has terminated. Petitioner is not in arrears.

7. *Payments Made and Not Returned*

The following child support payments were made in excess of the amount of support ordered:

Date: **[date]**

Amount: \$**[amount]**

Repeat above information as needed.

A total of \$[**amount**] has been paid in excess of the amount of support ordered as of the filing of this petition, which Respondent has failed to return. It is anticipated that additional payments may be withheld and not returned before the date of hearing on this petition. Judgment should be granted against Respondent in the amount paid in excess of the amount of support ordered, and Respondent should be ordered to return the payments by a date certain.

Include the following if applicable.

8. *Attorney's Fees and Costs*

It was necessary for Petitioner to secure the services of [**name**], a licensed attorney, to prepare and prosecute this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

Continue with the following.

9. *Prayer*

Petitioner prays that citation and notice issue as required by law.

Petitioner prays for judgment against Respondent for child support paid in excess of the amount of support ordered and not returned of at least \$[**amount**].

Petitioner prays for [**include if applicable:** attorney's fees, expenses, costs, and interest as requested above and for] general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 9-17

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order to Recover Child Support Payments Made in Excess of Child
Support Order**

On [date] the Court heard the Petition to Recover Child Support Payments Made in Excess of Child Support Order filed by [name of petitioner], Petitioner.

Appearances

Petitioner, [name of petitioner],

Select one of the following.

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

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],

Select one of the following.

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 was duly notified of trial but failed to appear and defaulted.

has agreed to the terms of this order as evidenced by Respondent's signature below.

Jurisdiction

The Court, having examined the pleadings and heard the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties.

Record

A record of the testimony was waived with the consent of the Court.

Or

A record of the proceeding was made by [[**name, address**]/the court reporter for the [**designation**] Court].

Jury

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

Or

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

Findings

The Court finds that Petitioner is not in arrears, that Petitioner's obligation to pay child support to Respondent has terminated, and that Respondent failed to return a child support payment made by Petitioner in excess of the amount of support ordered.

Judgment

IT IS ORDERED that [name] is GRANTED a judgment of [number] dollars (\$[amount]) against Respondent, [name of respondent], such judgment bearing interest at [percent] percent per year compounded annually from the date this order is signed, for which let execution issue. IT IS ORDERED that Respondent pay the sum of [number] dollars (\$[amount]) to [name] on or before [date].

Attorney's Fees

IT IS ORDERED that good cause exists to award [name of attorney] judgment in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs incurred by [name of party], with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [name of respondent], Respondent. Respondent 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.

Or

The Court finds that [state court's reasons for not awarding attorney's fees], which constitutes good cause for waiving the requirement that Respondent pay attorney's fees incurred by Petitioner.

Costs

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

Or

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

Or

The Court finds that [state court's reasons for not awarding costs], which constitutes good cause for waiving the requirement that Respondent pay costs incurred by Petitioner. IT IS THEREFORE ORDERED that costs of court are to be borne by the party who incurred them.

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the judgment and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Form 9-18

The purpose of the record of support order, as required under section 105.008 of the Texas Family Code, is to provide the state case registry with child support order information. Each state is required to maintain a registry of support orders under section 454a of the Social Security Act. Pursuant to chapter 234 of the Family Code, Texas's title IV-D agency (the Child Support Division of the Office of the Attorney General) collocates the state case registry with the state disbursement unit. The record of support order also ensures that the state disbursement unit receives all the information necessary to process support payments. The record of support order, as promulgated by the title IV-D agency in [1 Tex. Admin. Code § 55.121](#) (2013), should be completed and filed with the clerk along with the court order for support. Depending on the location, county officials will either fax a copy of the record of support order to the state disbursement unit or enter the information directly into the state disbursement center's database via a Web application that is available to most counties. Diligence in completing and filing the record of support order will decrease the number of unidentifiable child support payments and prevent unnecessary delays in the disbursement of payments.

In some counties, the clerk of the court may be unfamiliar with the record of support order. In that case, the prudent practitioner may fax a copy of the record of support order directly to the state disbursement unit at 1-210-924-4104.

Record of Support Order



CHILD SUPPORT DIVISION

Figure: 1 TAC §55.121

Record of Support

This form is used by counties to provide the record of support data needed by the state case registry as required by the Texas Family Code § 105.008. (Counties may use the TXCSES Web Portal to provide this information in lieu of completing this form.) Send the completed form to the State Case Registry/County Contact Team by fax 877-924-6872, e-mail csd-sdu@texasattorneygeneral.gov, or mail to TxCSDU, P.O. Box 659400, San Antonio, TX 78265.

Order Information					
County Name:		Court Number:		Cause Number:	
Attorney General Case Number:		Date of Hearing:		Order Sign Date:	
Order Type:		☐ New Order		☐ Modified Order	
Payment Location:		☐ SDU		☐ County ☐ Other	
Obligee/Custodial Parent Information					
☐ Family Violence Protection (FV) <i>(Check if individual below is a victim of family violence)</i>					
Name:		Date of Birth:		Social Security Number:	
Address:		City:		State:	Zip:
Sex:		☐ Male ☐ Female		Driver's License Number:	
Home Phone:	Work Phone:	Cell Phone:	Relationship to Child(ren):		
Employer Name:					
Address:		City:		State:	Zip:
Obligor/Non-Custodial Parent Information					
☐ Family Violence Protection (FV) <i>(Check if individual below is a victim of family violence)</i>					
Name:		Date of Birth:		Social Security Number:	
Address:		City:		State:	Zip:
Sex:		☐ Male ☐ Female		Driver's License Number:	
Home Phone:	Work Phone:	Cell Phone:	Relationship to Child(ren):		
Employer Name:					
Address:		City:		State:	Zip:

Post Office Box 12017, Austin, Texas 78711-2017 Tel: (512)460-6000 1-800-252-8014
 email: csd-sdu@texasattorneygeneral.gov or visit the [Office of the Attorney General's website](http://www.texasattorneygeneral.gov)
 (www.texasattorneygeneral.gov).



CHILD SUPPORT DIVISION

Figure: 1 TAC §55.121

Dependent Information			
☐ Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
Attach additional forms if there are more children for this cause			

Attorney Information			
Obligee Attorney:	Phone:	Obligor Attorney:	Phone:

Form prepared by: _____

Phone: _____

Date: _____



Post Office Box 12017, Austin, Texas 78711-2017 Tel: (512)460-6000 1-800-252-8014
 email: csd-sdu@texasattorneygeneral.gov or visit the [Office of the Attorney General's website](http://www.texasattorneygeneral.gov)
 (www.texasattorneygeneral.gov).

Form 1828

September 2014

Form 9-19

Section 154.015 of the Texas Family Code, which provides for acceleration of unpaid child support on the death of the obligor, does not indicate who should be named as the respondent in a petition to accelerate unpaid child support. *See* [Tex. Fam. Code § 154.015](#). The executor or administrator of the decedent's estate would clearly be an appropriate respondent. If no executor or administrator has been named by the probate court, the petitioner should identify any known heirs as respondents in the action.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Petition to Reduce Balance of Child Support Obligation of Deceased
Obligor to Judgment**

Pursuant to section 154.015 of the Texas Family Code, this Petition to Reduce Balance of Child Support Obligation of Deceased Obligor to Judgment is brought by **[name of petitioner]**, Petitioner, **[relationship or capacity]**. [The last three numbers of Petitioner's driver's license number are **[numbers]**.] /Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are **[numbers]**.] /Petitioner has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. The child[ren] the subject of this suit [is/are]:

Name:

Sex:

Birth date:

Social Security number:

Repeat above information for each additional child.

4. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

5. **[Name of decedent]**, Decedent, was the obligor in an order to pay child support to Petitioner. Decedent died on **[date]**. The last date on which Petitioner received a child support payment from Decedent was **[date]**.

6. The parties entitled to notice are as follows:

Respondent, **[name of respondent]**, who is **[relationship or capacity]**.

Select one of the following.

Process should be served **[include if applicable: at [address, city, state, zip code]]**.

No service is necessary at this time.

Repeat above information for any additional respondents.

If appropriate, include provisions for service on attorney general as required by [Tex. Fam. Code § 102.009\(d\)](#).

Continue with the following.

7. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”**
in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that **[include if**

applicable: appears in the minutes of [this/the] Court and] states in relevant part as follows:
[quote exact language of support order].

Or

7. On [date] [include if applicable: , in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County,] [this/the] Court signed an order [include if applicable: that appears in the minutes of [this/the] Court], the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

Petitioner was the [petitioner/respondent] and Decedent was the [respondent/petitioner] in the prior proceedings.

8. Petitioner requests the Court to determine the remaining child support obligation due to [the/each] child the subject of this suit and to render judgment in favor of Petitioner, for the benefit of the child[ren], in the amount of the unpaid child support obligation.

Include 9., 10., and 11. if there is arrearage in child support on date of decedent's death.

9. Additionally, before [his/her] death, Decedent failed to pay to Petitioner the full amount of child support due.

A copy of the record of child support payments maintained by the state disbursement unit is attached to this petition.

10. Decedent's total arrearage at the time of [his/her] death is \$[amount] [include if applicable: , including \$[amount] owed on previously confirmed arrearages and \$[amount] in unpaid child support not previously confirmed]. Petitioner requests confirmation of all arrearages and rendition of an additional judgment plus interest on arrearages, attorney's fees, and costs.

11. With regard to the arrearage in child support, it was necessary to secure the services of [name of attorney], a licensed attorney, to enforce and protect the rights of [name of petitioner] and the child[ren] the subject of this suit. Decedent's estate should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Decedent's estate and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

Continue with the following.

Petitioner prays that the Court determine the remaining child support obligation due to [the/each] child the subject of this suit and render judgment in favor of Petitioner, for the benefit of the child[ren], in the amount of the unpaid child support obligation. **[Include if applicable:** Petitioner further prays that an additional judgment be granted for arrearage plus interest on arrearages, attorney's fees, and costs.]

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 9-20

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Judgment for Balance of Deceased Obligor's Child Support
Obligation [and for Arrearage Accrued before Death]**

On [date] the Court heard Petitioner's Petition to Reduce Balance of Child Support Obligation of Deceased Obligor to Judgment.

Appearances

Petitioner, [name of petitioner], [relationship or capacity],

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent], [relationship or capacity],

Select one of the following.

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Repeat for any additional respondents.

If the attorney general was notified, include appearance information.

Child[ren]

The child[ren] the subject of this suit [is/are]:

Name:

Sex:

Birth date:

Social Security number:

Repeat above information for each additional child.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court, having considered the pleadings, evidence, and argument, finds that Petitioner is entitled to judgment for unpaid child support under section 154.015 of the Texas Family Code in the amount of \$[amount].

Include the following if applicable.

The Court further finds that Decedent failed to make payments as ordered before [his/her] death. [Include if applicable: The Court finds and confirms that the balance owed by Decedent on previously confirmed child support arrearages is \$[amount], plus \$[amount] in accrued interest on that amount.] The Court further finds and confirms that Decedent was in arrears on the date of [his/her] death in the amount of \$[amount] for the period [date] through [date] and that interest has accrued [include if applicable: on those previously unconfirmed arrearages] in the amount of \$[amount]. Judgment should be awarded against Decedent's estate in the total amount of \$[amount] for the arrearages and interest. The Court further finds that attorney's fees and costs of \$[amount] related to the arrearage should be assessed against Decedent's estate.

Relief Granted

Select one of the following.

IT IS ORDERED that [name], Petitioner, is granted a judgment for unpaid child support under section 154.015 of the Texas Family Code against Decedent's estate in the amount of [number] dollars (\$[amount]). IT IS FURTHER ORDERED that Petitioner is designated a constructive trustee, for the benefit of the child[ren] the subject of this suit, of any money received in satisfaction of this judgment.

Or

IT IS ORDERED that Petitioner's request for acceleration and reduction to judgment of Deceased Obligor's child support obligation is hereby denied.

Include one of the following if applicable.

IT IS FURTHER ORDERED that **[name]**, Petitioner, is granted a judgment for child support arrearages, and attorney's fees and costs related to the arrearage, including accrued interest, against Decedent's estate in the amount of **[number]** dollars (\$**[amount]**), such judgment bearing interest at 6 percent simple interest per year from the date this order is signed, for which let execution issue. **[Include if applicable:** This judgment is cumulative and includes the unpaid balance owed under the prior orders of this Court, but it does not include the separate judgment set out above pursuant to section 154.015 of the Texas Family Code].

Or

IT IS FURTHER ORDERED that Petitioner's request for judgment for unpaid child support accrued before Decedent's death is hereby denied.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Chapter 13

Court-Ordered Representatives

Form 13-1	Appointment of Attorney Ad Litem after Citation by [Publication/ Substituted Service]	961
Form 13-2	Original Answer Filed by Attorney Ad Litem for Respondent Cited by [Publication/Substituted Service]	962
Form 13-3	Statement of Evidence	964
Form 13-4	Order Appointing Attorney Ad Litem for Incapacitated Person	967
Form 13-5	Motion for Appointment of [Attorney Ad Litem/Guardian Ad Litem/ Amicus Attorney] for Child[ren]	968
Form 13-6	Order Appointing Attorney Ad Litem for Child[ren]	971
Form 13-7	Order Appointing Guardian Ad Litem	975
Form 13-8	Order Appointing Amicus Attorney	979
Form 13-9	[Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney]’s Original Answer in Suit Affecting the Parent-Child Relationship	984
Form 13-10	Motion for Additional Deposit to Secure Fees	987
Form 13-11	Order for Deposit of Additional Fees	990
Form 13-12	Expense Report of [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney]	991
Form 13-13	Motion to Withdraw as Guardian Ad Litem	993
Form 13-14	Order on Motion to Withdraw as Guardian Ad Litem	995
Form 13-15	[Ad Litem/Amicus Attorney]’s Written Interrogatories	996

Form 13-1

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Appointment of Attorney Ad Litem after Citation by [Publication/
Substituted Service]**

The Court finds that [name of person cited by publication or substituted service], a party in this case, has been cited by [publication/substituted service] and that no answer has been filed and no appearance has been entered by [name of person] within the prescribed time.

The Court appoints [name of attorney], a licensed attorney, to defend the suit in behalf of [name of person].

SIGNED on _____.

JUDGE PRESIDING

Form 13-2

This answer can be used by attorneys ad litem appointed under [Tex. R. Civ. P. 109](#) or [109a](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Original Answer Filed by Attorney Ad Litem for Respondent Cited
by [Publication/Substituted Service]**

This answer is filed by the undersigned attorney, who was appointed by the Court to represent the interests of **[name of absent party]**, Respondent in this case, who was cited by **[publication/substituted service]**.

Include the following paragraph if
the information is known.

[The last three numbers of Respondent's driver's license number are **[numbers]**./
Respondent has not been issued a driver's license.] [The last three numbers of Respondent's
Social Security number are **[numbers]**.] Respondent has not been issued a Social Security
number.]

Continue with the following.

1. Respondent enters a general denial.
2. Respondent prays that all relief sought by Petitioner be denied and that the undersigned attorney be allowed reasonable fees, costs, and expenses for legal services.

Respondent prays for attorney's fees, costs, expenses, and general relief.

[Name]
Attorney Ad Litem for [name of
absent party]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney Ad Litem for [name of
absent party]

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18 .

Form 13-3

This form can be used by attorneys ad litem appointed under [Tex. R. Civ. P. 109](#) or [109a](#).

Include the following notice if a minor is named in the caption or if the statement of evidence contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Statement of Evidence

On **[date]** the Court heard this case.

Petitioner appeared in person and through attorney of record, **[name]**. **[Name of party represented]**, Respondent, was cited by **[publication/substituted service]**. The undersigned attorney ad litem, a licensed attorney, was appointed by the Court to represent the interest of Respondent and entered a general denial.

The following unsuccessful attempts were made by the attorney ad litem to locate **[name of party represented]**: **[describe dates and methods of attempts to locate the respondent]**.

Include the following paragraph if the respondent was served by publication.

Respondent was served with citation by publication by the **[[sheriff/constable]** of **[county]** County, Texas/clerk of this Court] by having the citation published in **[name of newspaper]** on **[date]**. The citation was returned to the Court on **[date]**.

Or

Include the following paragraph if the respondent was served by substituted service.

Respondent was served by substituted service by [**describe in particular the manner in which service was accomplished**]. The citation was returned to the Court on [**date**].

Continue with the following.

The parties announced ready for trial. All witnesses were sworn, and the case proceeded. The following evidence was introduced:

Detail all elements of proof necessary to support all findings in the decree and to sustain all relief granted.

The following exhibits were introduced, made a part of the record, and filed: [**list exhibits introduced**].

APPROVED on _____.

JUDGE PRESIDING

I have read the foregoing and agree that it accurately represents the evidence introduced at the hearing described above.

[Name]
Attorney Ad Litem
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Add signature lines for any other attorneys or parties to the suit.

Form 13-4

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Appointing Attorney Ad Litem for Incapacitated Person

The Court finds that **[name]** is incapacitated and is entitled to service of citation in this suit. IT IS ORDERED that **[name of attorney]** is appointed Attorney Ad Litem for **[name]** to provide legal services to **[name]**.

SIGNED on _____.

JUDGE PRESIDING

Form 13-5

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Appointment of [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] for Child[ren]

This Motion for Appointment of [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] for Child[ren] is brought by [name of movant], [party designation]. In support, [name of movant] shows that the best interest of the child[ren] is a disputed issue in this case, and the appointment of [a/an] [attorney ad litem to provide legal services to/guardian ad litem to represent the best interests of/amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of] the child[ren] the subject of this suit would be in the best interest of the child[ren].

Select one of the following.

[Name of movant] [include if applicable: does not have the monies with which to pay for this appointment and] requests that [name of other party] be ordered to pay all fees, costs, and expenses through trial associated with the appointment.

Or

[Name of movant] requests that the [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] be paid reasonable fees, costs, and expenses by the parties as follows: Petitioner should be ordered to pay [percent] percent and Respondent should be ordered to pay [percent] percent.

Continue with the following.

[Name of movant] prays that the Court grant this Motion for Appointment of [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] for Child[ren].

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]Attorney for **[name of movant]****Order**

The Court considered the Motion for Appointment of [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] for Child[ren] of **[name of movant]** and appoints **[name]** **[include if applicable: , a licensed attorney at law of this state,]** [Attorney Ad Litem to provide legal services to/Guardian Ad Litem to represent the best interests of/Amicus Attorney to provide legal services necessary to assist the Court in protecting the best interests of] the child[ren] the subject of this suit.

SIGNED on _____.

JUDGE PRESIDING

Form 13-6

This form is not intended for use in orders appointing an attorney ad litem in a proceeding under chapter 262 or 263 of the Texas Family Code.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Appointing Attorney Ad Litem for Child[ren]

The Court finds that under section 107.021 of the Texas Family Code, the best interest of the child[ren] is at issue, and after giving due consideration to the ability of the parties to pay reasonable fees to the appointee and considering the cost of available alternatives for resolving these issues without making an appointment, the Court finds that an attorney ad litem should be appointed in this case. The Court hereby appoints **[name]** as Attorney Ad Litem to provide legal services to **[name[s] of child[ren]]**, the child[ren] the subject of this suit.

The Court hereby ORDERS that any custodian of the child[ren] shall grant Attorney Ad Litem immediate access to the child[ren] and to any information relating to the child[ren] and shall fully cooperate with Attorney Ad Litem.

The Court further ORDERS that the custodian of any relevant records relating to the child[ren], including records regarding social services, law enforcement records, school records, records of a probate or court proceeding, and records of a trust or account for which the [child is a beneficiary/children are beneficiaries], shall provide immediate access to the records to Attorney Ad Litem without requiring a further order or release.

The Court further ORDERS that the custodian of a medical, mental health, or drug- or alcohol-treatment record of a child that is privileged or confidential under other law shall

release the record to Attorney Ad Litem without requiring a further order or release, except that a child's drug- or alcohol-treatment record that is confidential under 42 U.S.C. section 290dd-2 shall be released only as provided under applicable federal regulations.

Petitioner and Respondent are ORDERED to sign any and all releases of information relative to the child[ren] or the parties in this case, as requested by Attorney Ad Litem, within seven days of the request.

Attorney Ad Litem owes the child[ren] the duties of undivided loyalty, confidentiality, and competent representation. Pursuant to sections 107.003 and 107.004 of the Texas Family Code, Attorney Ad Litem is ORDERED to perform the following duties in this case [**include if applicable:** with regard to each child the subject of this suit]:

1. subject to rules 4.02, 4.03, and 4.04 of the Texas Disciplinary Rules of Professional Conduct, and within a reasonable time after the appointment, interview—
 - a. the child in a developmentally appropriate manner, if the child is four years of age or older;
 - b. each person who has significant knowledge of the child's history and condition, including any foster parent of the child; and
 - c. the parties to the suit;
2. seek to elicit in a developmentally appropriate manner the child's expressed objectives of representation;
3. consider the impact on the child in formulating Attorney Ad Litem's presentation of the child's expressed objectives of representation to the Court;
4. investigate the facts of the case to the extent Attorney Ad Litem considers appropriate;

5. obtain and review copies of relevant records relating to the child as provided by section 107.006 of the Texas Family Code;
6. participate in the conduct of the litigation to the same extent as an attorney for a party;
7. take any action consistent with the child's interests that Attorney Ad Litem considers necessary to expedite the proceedings;
8. encourage settlement and the use of alternative forms of dispute resolution;
9. review and sign, or decline to sign, a proposed or agreed order affecting the child;
10. in a developmentally appropriate manner—
 - a. advise the child and
 - b. represent the child's expressed objectives of representation and follow the child's expressed objectives of representation during the course of litigation if Attorney Ad Litem determines that the child is competent to understand the nature of an attorney-client relationship and has formed that relationship with Attorney Ad Litem;
11. as appropriate, considering the nature of the appointment, become familiar with the American Bar Association's standards of practice for attorneys who represent children in abuse and neglect cases, the suggested amendments to those standards adopted by the National Association of Counsel for Children, and the American Bar Association's standards of practice for attorneys who represent children in custody cases; and
12. protect the confidentiality of all records provided to Attorney Ad Litem under this order and not disclose any such records except as provided by further order of the Court or other law.

Continue with the following.

Attorney Ad Litem has all the rights and privileges as contained in chapter 107 of the Texas Family Code, including the rights to—

1. request clarification from the Court if the role of Attorney Ad Litem is ambiguous;
2. request a hearing or trial on the merits;
3. consent or refuse to consent to an interview of the child by another attorney;
4. receive a copy of each pleading or other paper filed with the Court in the case in which Attorney Ad Litem is appointed;
5. receive notice of each hearing in the case; and
6. attend all legal proceedings in the case.

The Court hereby finds that Attorney Ad Litem is entitled to reasonable fees, costs, and expenses to be paid by the parties as follows: Petitioner is ORDERED to pay **[percent]** percent and Respondent is ORDERED to pay **[percent]** percent. The Court hereby ORDERS **[Petitioner/Respondent]** to deposit the sum of **[number]** dollars (\$**[amount]**) with Attorney Ad Litem no later than 5:00 P.M. **[[number] days following the signing of this order/[other date as ordered by the court]]**. **[Repeat for other party as applicable.]** The Court reserves the right to order additional cost deposits before trial as necessary.

SIGNED on _____.

JUDGE PRESIDING

Form 13-7

This form is not intended for use in orders appointing a guardian ad litem in a proceeding under chapter 262 or 263 of the Texas Family Code.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Appointing Guardian Ad Litem

The Court finds that under section 107.021 of the Texas Family Code, the best interest of the child[ren] is in dispute, and after giving due consideration to the ability of the parties to pay reasonable fees to the appointee, finds that a guardian ad litem should be appointed to represent the best interests of the child[ren] the subject of this suit. The Court hereby appoints [name] as Guardian Ad Litem for [name[s] of child[ren]], the child[ren] the subject of this suit, to serve as an extension, agent, and arm of this Court in protecting the best interest of the child[ren] the subject of this suit.

The Court hereby ORDERS that any custodian of the child[ren] shall grant Guardian Ad Litem immediate access to the child[ren] and to any information relating to the child[ren] and shall fully cooperate with Guardian Ad Litem.

The Court further ORDERS that the custodian of any relevant records relating to the child[ren], including records regarding social services, law enforcement records, school records, records of a probate or court proceeding, and records of a trust or account for which the [child is a beneficiary/children are beneficiaries], shall provide immediate access to the records to Guardian Ad Litem without requiring a further order or release.

The Court further ORDERS that the custodian of a medical, mental health, or drug- or alcohol-treatment record of a child that is privileged or confidential under other law shall release the record to Guardian Ad Litem without requiring a further order or release, except that a child's drug- or alcohol-treatment record that is confidential under 42 U.S.C. section 290dd-2 shall be released only as provided under applicable federal regulations.

Petitioner and Respondent are ORDERED to sign any and all releases of information relative to the child[ren] or the parties in this case, as requested by Guardian Ad Litem, within seven days of the request.

Pursuant to section 107.002 of the Texas Family Code, Guardian Ad Litem is ORDERED to perform the following duties in this case [**include if applicable:** with regard to each child the subject of this suit]:

1. within a reasonable time after the appointment, interview—
 - a. the child in a developmentally appropriate manner, if the child is four years of age or older;
 - b. each person who has significant knowledge of the child's history and condition, including any foster parent of the child; and
 - c. the parties to the suit;
2. seek to elicit in a developmentally appropriate manner the child's expressed objectives;
3. consider the child's expressed objectives without being bound by those objectives;
4. encourage settlement and the use of alternative forms of dispute resolution;
5. perform any specific task directed by the Court; and

6. protect the confidentiality of all records provided to Guardian Ad Litem under this order and not disclose any such records except as provided by further order of the Court or other law.

Guardian Ad Litem is FURTHER ORDERED, in a contested case, to provide copies of Guardian Ad Litem's report, if any, to the attorneys for the parties as directed by the Court, but not later than the earlier of the date required by the scheduling order or the tenth day before the date of the commencement of the trial in this case.

Guardian Ad Litem has all the rights and privileges as contained in chapter 107 of the Texas Family Code, including the rights to—

1. receive a copy of each pleading or other paper filed with the Court in the case in which Guardian Ad Litem is appointed;
2. receive notice of each hearing in the case;
3. participate in case staffings by the Department of Family and Protective Services concerning the child;
4. attend all legal proceedings in the case [**include if the guardian ad litem is not a licensed attorney appointed in the dual role:** , but Guardian Ad Litem may not call or question a witness or otherwise provide legal services];
5. review and sign, or decline to sign, an agreed order affecting the child; and
6. explain the basis for Guardian Ad Litem's opposition to the agreed order if Guardian Ad Litem does not agree to the terms of a proposed order.

Guardian Ad Litem shall be required to attend only those court hearings at which Guardian Ad Litem's presence is necessary to protect the best interests of the child. [**Include additional limitations, if any.**]

Include the following if the guardian ad litem is an attorney or other professional.

The Court hereby finds that Guardian Ad Litem is entitled to reasonable fees and expenses to be paid by the parties as follows: Petitioner is ORDERED to pay **[percent]** percent and Respondent is ORDERED to pay **[percent]** percent. The Court hereby ORDERS **[Petitioner/Respondent]** to deposit the sum of **[number]** dollars (\$**[amount]**) with Guardian Ad Litem no later than 5:00 P.M. **[[number] days following the signing of this order/[other date as ordered by the court]]**. **[Repeat for other party as applicable.]** The Court reserves the right to order additional cost deposits before trial as necessary.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 13-8

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Appointing Amicus Attorney

The Court finds that under section 107.021 of the Texas Family Code, the best interest of the child[ren] is in dispute, and after giving due consideration to the ability of the parties to pay reasonable fees to the appointee, finds that an amicus attorney should be appointed in this case. The Court hereby appoints [name] as Amicus Attorney to provide legal services necessary to assist the Court in protecting the best interests of [name[s] of child[ren]], the child[ren] the subject of this suit.

The Court hereby ORDERS that any custodian of the child[ren] shall grant Amicus Attorney immediate access to the child[ren] and to any information relating to the child[ren] and shall fully cooperate with Amicus Attorney.

The Court further ORDERS that the custodian of any relevant records relating to the child[ren], including records regarding social services, law enforcement records, school records, records of a probate or court proceeding, and records of a trust or account for which the [child is a beneficiary/children are beneficiaries], shall provide immediate access to the records to Amicus Attorney without requiring a further order or release.

The Court further ORDERS that the custodian of a medical, mental health, or drug- or alcohol-treatment record of a child that is privileged or confidential under other law shall release the record to Amicus Attorney without requiring a further order or release, except that

a child's drug- or alcohol-treatment record that is confidential under 42 U.S.C. section 290dd-2 shall be released only as provided under applicable federal regulations.

Petitioner and Respondent are ORDERED to sign any and all releases of information relative to the child[ren] or the parties in this case, as requested by Amicus Attorney, within seven days of the request.

Pursuant to sections 107.003 and 107.005 of the Texas Family Code, Amicus Attorney is ORDERED to perform the following duties in this case [**include if applicable:** with regard to each child the subject of this suit]:

1. subject to rules 4.02, 4.03, and 4.04 of the Texas Disciplinary Rules of Professional Conduct, and within a reasonable time after the appointment, interview—
 - a. the child in a developmentally appropriate manner, if the child is four years of age or older;
 - b. each person who has significant knowledge of the child's history and condition, including any foster parent of the child; and
 - c. the parties to the suit;
2. seek to elicit in a developmentally appropriate manner the child's expressed objectives of representation;
3. consider the impact on the child in formulating Amicus Attorney's presentation of the child's expressed objectives of representation to the Court;
4. investigate the facts of the case to the extent Amicus Attorney considers appropriate, including conducting discovery;

5. obtain and review copies of relevant records relating to the child as provided by section 107.006 of the Texas Family Code;
6. participate in the conduct of the litigation to the same extent as an attorney for a party;
7. take any action consistent with the child's interests that Amicus Attorney considers necessary to expedite the proceedings;
8. encourage settlement and the use of alternative forms of dispute resolution;
9. advocate the best interests of the child after reviewing the facts and circumstances of the case;
10. review and sign, or decline to sign, a proposed or agreed order affecting the child;
11. become familiar with the American Bar Association's standards of practice for attorneys who represent children in custody cases;
12. in a developmentally appropriate manner—
 - a. with the consent of the child, ensure that the child's expressed objectives of representation are made known to the Court;
 - b. explain the role of Amicus Attorney to the child; and
 - c. inform the child that Amicus Attorney may use information that the child provides in providing assistance to the Court; and
13. protect the confidentiality of all records provided to Amicus Attorney under this order and not disclose any such records except as provided by further order of the Court or other law.

Amicus Attorney has all the rights and privileges as contained in chapter 107 of the Texas Family Code, including the rights to—

1. request clarification from the Court if the role of Amicus Attorney is ambiguous;
2. request a hearing or trial on the merits;
3. conduct discovery;
4. consent or refuse to consent to an interview of the child by another attorney;
5. receive a copy of each pleading or other paper filed with the Court in the case in which Amicus Attorney is appointed;
6. receive notice of each hearing in the case;
7. participate in case staffings by the Department of Family and Protective Services concerning the child; and
8. attend all legal proceedings in the case.

Amicus Attorney is prohibited from disclosing confidential communications between Amicus Attorney and the child unless Amicus Attorney determines that disclosure is necessary to assist the Court regarding the best interests of the child.

The Court hereby finds that Amicus Attorney is entitled to reasonable fees, costs, and expenses to be paid by the parties as follows: Petitioner is ORDERED to pay [percent] percent and Respondent is ORDERED to pay [percent] percent. The Court hereby ORDERS [Petitioner/Respondent] to deposit the sum of [number] dollars (\$[amount]) with Amicus Attorney no later than 5:00 P.M. [[number] days following the signing of this order/[other date as ordered by the court]]. [Repeat for other party as applicable.] The Court reserves the right to order additional cost deposits before trial as necessary.

SIGNED on _____.

JUDGE PRESIDING

Form 13-9**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**[Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney]’s
Original Answer in Suit Affecting the Parent-Child Relationship**

This original answer is filed by [name], who is [Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney] for the child[ren], [name[s] of child[ren]].

1. Answer

[Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney] enters a general denial.

2. Best Interest of Child[ren]

[Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney] requests that the following factors be considered in determining the best interest of the child[ren], [name[s] of child[ren]]:

the desires of the child;

the emotional and physical needs of the child now and in the future;

any emotional and physical danger to the child now and in the future;

the parenting ability of each person seeking managing conservatorship of the child;

the programs available to assist each person seeking managing conservatorship of the child in promoting the best interest of the child;

the plans for the child of each person seeking managing conservatorship of the child;

the stability of the home of each person seeking managing conservatorship of the child;

the acts or omissions of each person seeking managing conservatorship of the child;

and

any excuse for the acts or omissions of each person seeking managing conservatorship of the child.

3. *Fees, Costs, and Expenses for [Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney]*

It was necessary to render services to represent the child[ren] in this suit. The parties should be ordered to pay reasonable fees, costs, and expenses [**include if applicable:** as costs, for all fees attributable to the prosecution of a claim for child support], and judgment should be rendered against the parties in favor of [Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney].

[Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney] prays that all factors requested above be considered. [Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney] requests a judgment for reasonable fees, costs, and expenses.

[Name]
[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney] for [name[s]]
State Bar No.: [if applicable]
[E-mail address]
[Address]
[Telephone]
[Fax]

If the court-appointed representative employs counsel, plead separately for attorney's fees.

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney] for [**name[s]**]

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18 .

Form 13-10

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Additional Deposit to Secure Fees

Pursuant to section 107.023 of the Texas Family Code, this Motion for Additional Deposit to Secure Fees is brought by **[name of movant]**, court-appointed [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] for the child[ren], **[name[s] of child[ren]]**. In support, **[name of movant]** shows:

This is a suit involving the best interest of [a] child[ren], and **[name of movant]** has been appointed to represent the interests of the child[ren]. Reasonable fees, costs, and expenses have been and will continue to be incurred in representing the best interests of the child[ren]. **[Name of movant]** requests that Petitioner and Respondent be required to deposit sufficient funds to secure those fees, costs, and expenses.

On **[date of last order for deposit of funds]**, the Court ordered Petitioner to deposit **[\$[amount]]** on or before **[date]**. On **[date]**, Petitioner deposited **[\$[amount]]**.

On **[date of last order for deposit of funds]**, the Court ordered Respondent to deposit **[\$[amount]]** on or before **[date]**. On **[date]**, Respondent deposited **[\$[amount]]**.

The billing rate of [Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney] is **[\$[amount]]** per hour. As of **[date]**, Movant has expended **[number]** hours in this representation. Movant requests an additional deposit of **[\$[amount]]** on or before [the entry of final papers in this case/**[date]**].

This matter is set for [final contested hearing/entry on agreement of the parties] on [date].

[Name of movant] prays the Court grant the Motion for Additional Deposit to Secure Fees.

[Name]
Movant
State Bar No.: [if applicable]
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Movant

Form 13-11**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order for Deposit of Additional Fees

On **[date]** the Court considered the Motion for Additional Deposit to Secure Fees of **[name]**, [Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney].

IT IS ORDERED that **[name of petitioner]**, Petitioner, pay directly to **[name of movant]**, for fees, costs, and expenses of [Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney], **[number]** dollars (\$**[amount]**) on or before **[date]**.

IT IS ORDERED that **[name of respondent]**, Respondent, pay directly to **[name of movant]**, for fees, costs, and expenses of [Guardian Ad Litem/Attorney Ad Litem/Amicus Attorney], **[number]** dollars (\$**[amount]**) on or before **[date]**.

SIGNED on _____.

JUDGE PRESIDING

Form 13-12**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Expense Report of [Attorney Ad Litem/Guardian Ad Litem/Amicus
Attorney]**

By [separate order of this Court/agreement of the parties], [**name**] [was appointed/
agreed to serve] as [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] to represent
[**name[s] of child[ren]**].

In compliance with Texas Supreme Court Miscellaneous Docket Order No. 94-9143, I
submit the following information to the Court:

[\$**amount**] is my normal hourly fee, and I represent to the Court that this fee is reason-
able for individuals with my education, training, and experience in [**county**] County, Texas.

The number of hours (to the nearest tenth) I worked in performance of my duties as
[Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] is [**number**], and I have attached a
summary indicating what I did and when.

My total out-of-pocket costs and expenses in the performance of my duties as [Attorney
Ad Litem/Guardian Ad Litem/Amicus Attorney] are [\$**amount**], but I request no reimburse-
ment for any cost or expense for which I have not attached, to this report, documentation.

[**Include if applicable:** I have already been paid [\$**amount**] for this appointment, of
which Petitioner has paid [\$**amount**] and Respondent has paid [\$**amount**].] I request the [addi-
tional] sum of [\$**amount**] for reasonable fees, costs, and expenses for this appointment.

Respectfully submitted on [date].

[Name]

[Attorney Ad Litem/Guardian Ad
Litem/Amicus Attorney] for [name[s]]

State Bar No.: [if applicable]

[E-mail address]

[Address]

[Telephone]

[Fax]

☐ The [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] named above is awarded fees, costs, and expenses in the amount of \$[amount]. [Include if applicable: Any remaining funds that have been deposited may be withdrawn.]

☐ An additional \$ _____ is to be paid on or before _____ by _____.

☐ An additional \$ _____ is to be paid on or before _____ by _____.

ORDERED on _____.

JUDGE PRESIDING

Form 13-13

This motion may be used by an attorney appointed to serve in the dual role, under [Tex. Fam. Code § 107.0125](#), in a suit filed by a governmental entity. (An appointment of an attorney ad litem in such a suit is an appointment to serve in the dual role, regardless of the terminology used in the appointing order, unless the court appoints another person as guardian ad litem. [Tex. Fam. Code § 107.0125\(d\)](#).)

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Withdraw as Guardian Ad Litem

This Motion to Withdraw as Guardian Ad Litem is brought by **[name of movant]**, who shows in support:

[Name of movant] was appointed by the Court as Attorney Ad Litem and Guardian Ad Litem for **[name[s] of child[ren]]**, [a/the] child[ren] the subject of this suit.

[Name of movant] requests the Court to permit [him/her], in accordance with section 107.0125(c) of the Texas Family Code, to withdraw as Guardian Ad Litem and continue to serve as the child[ren]'s Attorney Ad Litem. **[Name of movant]** further requests that the Court appoint a new Guardian Ad Litem for the child[ren].

[Name of movant] prays that the Court grant this Motion to Withdraw as Guardian Ad Litem.

[Name]
Attorney for **[name of movant]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for **[name of movant]**

Form 13-14

This order may be used to allow withdrawal from the role of guardian ad litem by an attorney appointed to serve in the dual role, under [Tex. Fam. Code § 107.0125](#), in a suit filed by a governmental entity.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Withdraw as Guardian Ad Litem

On **[date]** the Court considered the Motion to Withdraw as Guardian Ad Litem of **[name of movant]**.

IT IS ORDERED that **[name of movant]** is removed as Guardian Ad Litem but shall continue to serve the Court as Attorney Ad Litem for the child[ren]. IT IS FURTHER ORDERED that **[name]** is appointed Guardian Ad Litem to represent **[name[s] of child[ren]]**, the child[ren] the subject of this suit, to represent the best interests of the child[ren] and to serve as an extension, agent, and arm of this Court in protecting the best interest of the child[ren].

SIGNED on _____.

JUDGE PRESIDING

Form 13-15**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Ad Litem/Amicus Attorney]’s Written Interrogatories to [name]

To: [name], [Petitioner/Respondent], by and through [his/her] attorney of record, [name and address of attorney].

Under rules 190 and 197 of the Texas Rules of Civil Procedure, you are required to answer in complete detail and in writing each of the attached interrogatories; sign your answers to the interrogatories as required by rule 191.3 of the Texas Rules of Civil Procedure; swear to the truth of your answers before a notary public or other judicial officer as required by rule 197.2(d) of the Texas Rules of Civil Procedure or make an unsworn declaration as allowed by section 132.001 of the Texas Civil Practice and Remedies Code; and deliver a complete, signed copy of your answers, notarized if applicable, to the undersigned attorney within [thirty/fifty] days following service of this request. If you fail to comply with the requirements above, the Court may order sanctions against you in accordance with the Texas Rules of Civil Procedure.

Definitions

“Identity and location” means the person’s name and present or last known address and telephone number. If any of the above information is not available, state any other means of identifying the individual.

“Person” includes and is intended to mean any natural person or the representative of any entity or entities, as defined below.

“Entity” or “entities” includes and is intended to mean any nonpublicly traded corporation, company, limited liability company, firm, association, trust, business trust, partnership, limited partnership, family limited partnership, limited liability partnership, joint venture, proprietorship, or other form of business entity.

“You” refers to [Petitioner/Respondent] in this case.

“Parties” refers to Petitioner, Respondent, or both Petitioner and Respondent.

“Child” refers to all children before the Court in this case.

Instructions

All information that is not privileged that is in the possession of [Petitioner/Respondent], [his/her] attorney, investigators, agents, and consulting experts, as defined in the Texas Rules of Civil Procedure, employees, or other representatives of [Petitioner/Respondent] is to be divulged.

If an individual interrogatory calls for an answer that involves more than one part, each part of the answer must be clearly set out so that it is understandable. You must precede your answer to each separate interrogatory with the question constituting the separate interrogatory.

[Name]
[Attorney Ad Litem/Amicus Attorney]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

[Attorney Ad Litem/Amicus Attorney]

[Ad Litem/Amicus Attorney]’s First Set of Interrogatories

Select interrogatories from the following, as relevant to the specific case and subject to the number of interrogatories allowed under the Texas Rules of Civil Procedure.

1. As to the child [**name**], please provide the following:
 - a. The name and address of the school the child is attending.
 - b. The child’s current grade level and the name[s] of the child’s teacher[s].
 - c. The name[s] of any school counselor[s] that the child has seen in the last three years.

2. As to the child [**name**], please provide the following:
 - a. The identity, location, and telephone number of every physician the child has seen in the last three years and the reason for the child’s seeing each such physician.

- b. The identity, location, and telephone number of every mental health professional the child has seen in the last three years and the reason for the child's seeing each such mental health professional.
3. As to the child [name], please provide the identity, location, and telephone number of every person likely to have significant knowledge of the child's history and condition.
4. Please state the names, addresses, and telephone numbers of all health care providers you have seen for examination, evaluation, diagnosis, or treatment of any physical or mental condition in the last three years and the reason for seeing them.
5. Please state the names, addresses, and telephone numbers of all persons who might have information material and relevant to the question of who should be named managing conservator of the child[ren] if they are different from the persons named in your answer to Interrogatory No. 3.
6. If you are employed, please state:
 - a. Name and address of employer.
 - b. Your occupation.
 - c. Rate of pay and average monthly earnings for the past twelve months.
7. Please detail any other sources of income other than Interrogatory No. 6 above that you have received within the last twelve months or will be receiving in the next twelve months, including but not limited to commissions, tips, bonuses, interest, dividends, royalty income, self-employment income, net rental income (defined as rent after deducting operating expenses and mortgage payments, but not including noncash items such as depreciation), and all other income actually being received, including but not limited to severance pay, retirement benefits, pensions, trust income, annuities, capital gains, Social Security benefits other

than supplemental security income, United States Department of Veterans Affairs disability benefits other than non–service-connected disability pension benefits, as defined by 38 U.S.C. § 101(17), unemployment benefits, disability and workers' compensation benefits, interest income from notes, but not including return of principal or capital, and accounts receivable regardless of the source, gifts and prizes, spousal maintenance, and alimony.

8. Do you pay union dues? If so, what is your annual payment?

9. If you maintain the [child as a beneficiary/children as beneficiaries] in your health insurance, disclose the amount you pay on a monthly basis to provide health insurance coverage for the child[ren] and explain in detail the coverage afforded the child[ren] on your health insurance policy.

10. If any unrelated adult [males/females] have spent the night at your residence or at any other location when the child[ren] [was/were] with you or in residence since the date of separation, please state the name of each such person and the dates of the occurrences.

11. If you have ever refused or been denied visitation with the child[ren], state the dates of such refusal or denial, the circumstances of it, and any reasons or excuses given.

12. List all the reasons you believe your spouse should not be appointed primary or sole managing conservator of the child[ren].

13. List all the reasons you believe you should be appointed primary or sole managing conservator of the child[ren].

14. If you allege that your spouse has physically or psychologically abused the child[ren], please state the nature of the abuse, the dates when it occurred, and whether any treatment was sought.

15. If you see any differences or changes in the child[ren]'s demeanor or behavior immediately before or after visitation with your spouse, please describe those differences or changes.

16. If you attend religious services, please state which religious services you attend, the frequency of your attendance, and whether the [child accompanies/children accompany] you.

17. What hours do you work and on which days of the week?

18. Do you travel for your employment? If so, how frequently, and of what duration are your trips away from the city of your residence?

19. If you are appointed sole managing conservator or primary joint managing conservator of the child[ren], what possession of or access to the child[ren] would you be willing for your spouse to have and what amount of child support per child per month do you feel is reasonable?

20. If the child[ren] [has/have] made statements to you or any other person that reveal [his/her/their] feelings or attitudes toward your spouse, please give the contents of the statements, to whom they were made, the circumstances in which they were made, and the approximate dates on which they were made.

21. State each material change in circumstances that has occurred with regard to the child[ren], you, or your spouse since the entry of the last order of the court.

22. State each reason it would be a positive improvement for you to be appointed primary or sole managing conservator.

23. List all persons you intend to call as a witness at any hearing, including the final trial, in this case.

Chapter 14

Judicial Bypass

Form 14-1	Judicial Approval for Abortion without Parental Notification and Consent	1005

Form 14-1

The forms reproduced on the following pages are promulgated by the Supreme Court of Texas as required by chapter 33 of the Texas Family Code.

The forms reproduced here, which may be downloaded from the court's website at www.txcourts.gov/media/1240926/Parental-Notification-Forms-2015.pdf, were promulgated in Misc. Docket No. 15-9246. Check the Texas Judiciary website at <http://www.txcourts.gov> under the "Rules & Forms" link to ensure the currency of forms.

**Judicial Approval for Abortion without Parental Notification
and Consent**

Instructions for Applying to the Court for a Waiver of Parental Notification and Consent (Form 1A)

Your situation and the law

If you are younger than 18 and have not been legally “emancipated,” you are “unemancipated,” which means that you are legally under the custody or control of your parents (or one of your parents), a managing conservator, or a guardian. (A “managing conservator” is an adult or agency appointed by a court to have custody or control of you.)

If you are pregnant, unemancipated, and younger than 18, you cannot get an abortion in Texas unless:

- your doctor informs one of your parents or your managing conservator or guardian at least 48 hours before the abortion and obtains the consent of your parent, managing conservator, or guardian; *or*
- a judge issues an order that “waives” or removes the requirement that you must let a parent or your managing conservator or guardian know about your planned abortion and obtain his or her consent to it.

How to get a waiver of parental notification and consent

Fill out the application

To get a court order waiving the requirements that you tell a parent or your managing conservator or guardian about your planned abortion and obtain his or her consent, you must complete Forms 2A and 2B, ***Confidential Application for Waiver of Parental Notification***. Form 2A is the “Cover Page” for the Application; it requests basic information about why you are seeking the order. Form 2B is the “Verification Page,” which requests information about you.

On the Verification Page, you will be asked to tell the court how you may be contacted quickly and confidentially. It is very important that you provide this information because the court may later need to contact you about your application. If you cannot be contacted, your application will be denied. You may list a phone number, email address, or any other way that you can be contacted. You can but need not give your own number—instead, you can ask the court to contact you through someone who is helping you or acting on your behalf. You may also list a second person who may be contacted on your behalf.

You or someone acting on your behalf must deliver the forms to the clerk in the district court, county court at law, county court, or probate court to be filed. The court clerk can help you complete and file the application, and can help you get a hearing on your request. However, the clerk cannot give you legal advice or counsel you about abortion.

All of the information you put on the application is confidential. You do not have to pay a fee to file this application.

Your hearing

The court will tell you when to come to the courthouse for your “hearing.” In your hearing, you will meet with a judge to discuss your request. The court will hold your hearing within five days (not counting weekends and holidays) after you file your application.

After you file your application, the court will appoint a person to meet with you before the hearing and help the judge decide your application. The person is called a “guardian ad litem.” In your application you may ask the court to appoint someone you want to be your guardian ad litem (who can be a relative, clergy, counselor, psychiatrist or psychologist, or other adult), but the court is not required to appoint this person.

You must also have a lawyer with you at your hearing. You may hire your own lawyer, or you may ask the court to appoint one to represent you for free.

Keeping it confidential

Your hearing will be confidential and private. The only persons allowed to be there are you, your guardian ad litem, your lawyer, court staff, and any person whom you request to be there.

You already know that your application stays confidential. So will everything from your hearing: all testimony, documents and other evidence presented to the court, and any order given by the judge. The court will keep everything sealed. No one else can inspect the evidence.

The court’s decision

The court must “rule”—issue a decision on your application—before 5 p.m. on the fifth day after the day you filed your application, not counting weekends and holidays.

If the court fails to rule within that time, then your request is automatically denied. You can get a certificate from the court clerk that says that your request is “deemed denied.” If you choose to appeal, the certificate will be sent to the appellate court to explain what happened in your case.

If the court *does* rule within the required time, the court issues an order that does one of the following three things:

- (1) approves your request because the court finds that you are mature enough and know enough to choose on your own to have an abortion;

- (2) approves your request because it is in your best interests *not* to notify or to attempt to obtain the consent of your parent or your managing conservator or guardian before getting the abortion; or
- (3) denies your request because the court does not find (1) or (2).

If you say, or if there is evidence, that you have been or may be sexually abused, the court must treat your claim as a very serious matter and may be required to refer it to the police or other authorities for investigation.

Appealing the court's decision

If the court denies your request, you may ask another court to hear your case. This request is called an “appeal,” and the new court will be the court of appeals.

To appeal the first court’s decision, have your lawyer fill out Form 3A, ***Notice of Appeal in Parental Notification Proceeding***. The lawyer must file it with the clerk of the court that denied your request for a waiver of parental notification.

You will *not* have to go to the court of appeals in person. Instead, the court of appeals will review the written record and will issue a written ruling on your appeal no later than 5 p.m. on the fifth day after the day you file the *Notice of Appeal*, not counting weekends and holidays.

The court of appeals will provide its ruling to you, your lawyer, your guardian ad litem, or any other person designated by you to receive the ruling.

The same guardian ad litem and lawyer who helped you with your first hearing can help with your appeal.

Getting the forms you need

Forms 2A and 2B, the Cover Page and Verification Page to the *Confidential Application for Waiver of Parental Notification*, and Form 3A, *Notice of Appeal in Parental Notification Proceeding*, should all be attached to these instructions.

If these forms are not attached to these instructions, you can get them from the clerk of the district, county court at law, county, or probate court or from the clerk of the court of appeals. These forms are also available on the Texas Judiciary website at www.txcourts.gov.

Attention Clerk: Please Expedite**Confidential Application for Waiver of
Parental Notification and Consent: Cover Page (Form 2A)**

As prescribed by the Clerk of the Supreme Court of Texas pursuant to Tex. Fam. Code § 33.003(m).

(Do not complete this section. Court staff will complete this section.)

CAUSE NO. _____

IN RE JANE DOE

IN THE _____

_____ COUNTY, TEXAS

Important: Your Application has two parts: (1) this cover sheet (Form 2A), which asks for basic information about your application; and (2) a separate verification page (Form 2B), which asks for information about you and for you to swear to the truth of everything you say in the cover sheet and verification page. You must complete both of these forms.

1. I ask the court for an order that allows me to have an abortion without first telling and obtaining the consent of my parent, managing conservator, or guardian. I swear or affirm that **(place a check mark in all the blanks for which you answer “yes”)**:
 - ☐ I am pregnant.
 - ☐ I am unmarried and younger than 18 years of age.
 - ☐ I do not have an order from a Texas court that gives me the same legal rights and responsibilities as an adult.
2. I request this order for one of the following reasons **(place a check mark beside any that apply)**:

- ☐ I am mature enough to decide to have an abortion without telling and obtaining the consent of my parent, managing conservator, or guardian. I also know enough about abortion to make this decision.
- ☐ Telling my parent, managing conservator, or guardian that I want an abortion and attempting to obtain his or her consent is not in my best interest.
- ☐ Telling my parent, managing conservator, or guardian that I want an abortion may lead to physical or emotional abuse of me.
- ☐ Telling my parent, managing conservator, or guardian that I want an abortion may lead to sexual abuse of me.

3. Please check all that apply:

- ☐ I live in the county where this application is being filed.
- ☐ My parent, managing conservator, or guardian is a presiding judge of a district court, a county court at law, or a court having probate jurisdiction in the county where I live, and **(check any that apply)**:
 - ☐ The county where I live is contiguous to (shares a border with) this one.
 - ☐ I intend to obtain the abortion in this county.
- ☐ The population of the county where I live has a population of less than 10,000, and **(check any that apply)**:
 - ☐ The county where I live is contiguous to (shares a border with) this one.
 - ☐ I intend to obtain the abortion in this county.
- ☐ I am not a Texas resident, but I intend to obtain the abortion in this county.

4. Please check one of the following statements:

- ☐ I do **not** have a lawyer. (The court will appoint one for you).
- ☐ I have a lawyer, who is:

Lawyer's name: _____

Lawyer's email address: _____

Lawyer's address: _____

Lawyer's phone: _____

5. The court must appoint a “guardian ad litem” for you. A guardian ad litem meets with you before the hearing and helps the judge decide your application. Please state whether you want the court to appoint someone you know as your guardian ad litem. This person could be a relative, a member of the clergy, a counselor, a psychiatrist or psychologist, or another adult. You do not have to ask the court to appoint someone you know. Keep in mind that the court may appoint the person you request, but it does not have to.

- ☐ I am requesting that the court appoint someone I know as my guardian ad litem. (You will identify this person on your verification page.)
- ☐ I am not requesting the court to appoint someone I know as my guardian ad litem. (The court will appoint someone it chooses.)

6. Please state whether you have filed a Confidential Application for Waiver of Parental Notification and Consent other than this one with respect to your current pregnancy.

- ☐ I have filed another Confidential Application for Waiver of Parental Notification and Consent with respect to my current pregnancy.
- ☐ I have **not** filed another Confidential Application for Waiver of Parental Notification and Consent with respect to my current pregnancy.

7. If you have filed another Confidential Application for Waiver of Parental Notification and Consent with respect to your current pregnancy, please answer the following questions. If you have not filed another Application with respect to your current pregnancy, do not answer these questions.

What court ruled on your previous application? _____

Has there been a material change in circumstances since the time your previous application was denied? (Write “yes” or “no.”) _____

CAUSE NO. _____

(Do not fill in the blank above. Court staff will fill in the blank.)

**Confidential Application for Waiver of Parental
Notification and Consent: Verification Page (Form 2B)**

As prescribed by the Clerk of the Supreme Court of Texas pursuant to Tex. Fam. Code
§ 33.003(m)

Important: Your Application has two parts: (1) the cover sheet (Form 2A), which asks for basic information about your application; and (2) this verification page (Form 2B), which asks for information about you and for you to swear to the truth of everything you say in the cover sheet and verification page. You must complete both of these forms.

1. Please provide the following information.

Your full name: _____

Your date of birth: _____

Your address (if the place you receive mail is different than the place you actually live, list both addresses): _____

Your telephone number: _____

2. If you are requesting the court to appoint someone you know as your guardian ad litem (*see* Question 5 on the Cover Sheet, Form 2A), please identify them:

Name: _____

Relationship: _____

Address: _____

Phone: _____

3. If you do not have a lawyer, please complete the two blanks below. Tell us how the court, the lawyer appointed by the court, and the guardian ad litem appointed by the court can quickly contact you. If you cannot be contacted, your application will be denied. You can choose to be contacted by telephone or any other method by which you can be contacted immediately and confidentially. If you share a telephone number with another person, or there is another reason why you do not

want to be contacted at the telephone number you provided above, you can have us contact someone else who helps you.

Person to be contacted (you or another person): _____

Phone number or other contact information: _____

Another person to be contacted (optional): _____

Phone number or other contact information: _____

Important: Please complete either Option 1 or Option 2 below. You do not have to complete both. If you complete Option 1, you must sign your name before a notary public, court clerk, or another person authorized to give oaths. If you complete Option 2, you do not have to sign your name before a notary public or any other person, but you must swear that the information in your Application is true “under penalty of perjury.” “Perjury” means lying to a judge, and it is a crime. If you swear that a statement is true “under penalty of perjury,” and you make the statement knowing that it is false, you could be prosecuted in criminal court.

Option 1

I swear or affirm that the information in my Application (both the Cover Sheet and this Verification Page) is true and correct.

Signature of minor

Name of minor printed or typed

Minor’s date of birth

Sworn to or affirmed in my presence this _____ day of _____, 20____.

Signature of notary public, clerk, or other person authorized to give oaths

(Option 2 is on the next page)

Option 2

My name is _____ (*First*) _____ (*Middle*) _____ (*Last*), my date of birth is _____, and my address is _____ (*Street*), _____ (*City*), _____ (*State*), _____ (*Zip Code*), and _____ (*Country*). I declare under penalty of perjury that the information in my Application (both the Cover Sheet and the Verification Page) is true and correct.

Executed in _____ (*County*), State of _____, on the _____ day of _____ (*Month*), _____ (*Year*).

Signature of minor

**Request to Postpone Trial Court Hearing in Proceeding to Waive Parental
Notification and Consent; Designation of Alternate Time for Hearing
(Form 2C)**

CAUSE NO. _____

IN RE JANE DOE

IN THE _____

_____ COUNTY, TEXAS

Please check and complete any questions below that apply:

- ☐ I request that the court postpone its hearing on my application. The hearing currently is due to be held on or by _____ at _____ a.m./p.m.
- ☐ Please rule on my application by 5 p.m. on the fifth business day after (please state a date after which you will be ready to have a hearing) _____. The clerk will notify you concerning the specific time of the hearing.
- ☐ I will contact you at a later time to determine a time for the hearing.

Attorney's Signature: _____

Attorney's Name, Printed: _____

Attorney's State Bar No.: _____

Attorney's Address: _____

Attorney's Telephone: _____

Attorney's Email Address: _____

Attorney's Fax No.: _____

**Judgment and Findings of Fact and Conclusions of Law on Application in
Proceeding to Waive Parental Notification and Consent (Form 2D)**

CAUSE NO. _____

IN RE JANE DOE

IN THE _____

_____ COUNTY, TEXAS

This matter was heard on this ____ day of _____, 20____. Based on the testimony and evidence presented, this court finds:

1. The applicant is pregnant.
2. The applicant is unmarried and under 18 years of age.
3. The applicant has not had her disabilities as a minor removed under Chapter 31 of the Texas Family Code.
4. The applicant wishes to have an abortion without her doctor notifying and obtaining the consent of either of her parents, her managing conservator, or her guardian.
5. Clear and convincing evidence supports the following: [State “yes” beside an issue for which the court finds in favor of the applicant by clear and convincing evidence. If any one issue is decided in favor of the applicant, the court need not consider the other issues.]

— The applicant is mature and sufficiently well informed to make the decision to have an abortion performed without notification to, or the consent of, either of her parents, her managing conservator, or her guardian.

Finding of Facts and Conclusions of Law:

-
-
-
-
- Notifying and attempting to obtain the consent of either of the applicant's parents, her managing conservator, or her guardian would not be in her best interest.

Findings of Facts and Conclusions of Law:

THEREFORE, IT IS ORDERED:

- The application is GRANTED and the applicant is authorized to consent to the performance of an abortion without notifying and obtaining the consent of either of her parents or a managing conservator or guardian.
- The application is DENIED. The applicant is advised of her right to appeal under Rule 3 of the Rules for a Judicial Bypass of Parental Notice and Consent Under Chapter 33 of the Family Code and will be furnished a Notice of Appeal form, Form 3A.

All costs shall be paid by the State of Texas pursuant to Family Code Chapter 33.

Judge Presiding

**Certificate of Deemed Denial of Application in Proceeding to Waive Parental
Notification and Consent (Form 2E)**

CAUSE NO. _____

IN RE JANE DOE

IN THE _____

_____ COUNTY, TEXAS

This will certify that on the _____ day of _____, 20____, Jane Doe filed an application for a court order authorizing her to consent to an abortion without the parental notice and consent required by Sections 33.002 and 33.0021, Family Code. The court did not rule on the application by 5 p.m. on the fifth business day after the day the application was filed. Accordingly, under Rule 2.5(g) of the Rules for a Judicial Bypass of Parental Notice and Consent Under Chapter 33, Family Code, the application is deemed to be DENIED.

Signed this _____ day of _____, _____.

Judge Presiding or Clerk

**Order that Costs in Proceeding to Waive Parental Notification and Consent Be
Paid by the State Pursuant to Texas Family Code § 33.007 (Form 2F)**

Notice: To guarantee reimbursement, this Order must be served on the Director, Fiscal Division, Texas Department of Health, within the deadlines imposed by Rule 1.9(b) of the Rules for a Judicial Bypass of Notice and Consent Under Chapter 33 of the Family Code.

CAUSE NO. _____

IN RE JANE DOE

IN THE _____

_____ COUNTY, TEXAS

ORDER

In this proceeding filed under Texas Family Code § 33.003, the court heard evidence on the _____ day of _____, 20____, concerning court costs. Based on the evidence presented, pursuant to Texas Family Code § 33.007, the State of Texas is ordered to pay:

1. Reasonable and necessary attorney ad litem fees and expenses of \$_____ to:

Name:

State Bar No.

Address:

Telephone:

Federal Tax ID:

2. Reasonable and necessary guardian ad litem fees and expenses of \$_____ to:

Name:

Address:

Telephone:

Federal Tax ID:

3. Court reporter's fees certified by the court reporter to:

Name:

Address:

Telephone:

Federal Tax ID:

4. All court costs certified by the clerk.

Judge Presiding

**Clerk's Certification of Court Costs and Fees and Transmission of Order for
Payment in Proceeding to Waive Parental Notification and Consent
(Form 2G)**

Director, Fiscal Division
Texas Department of Health
1100 West 49th Street
Austin TX 78756

Re: *In re Jane Doe*

Cause No. _____

Court: _____

County: _____

Dear Sir or Madam:

Please find enclosed a certified copy of an Order issued on _____, 20____, in the referenced case. Please pay the amounts to the payees as stated in the Order.

In accordance with the Order, I certify the following fees and costs for payment as follows:

Amount: \$ _____

Name of the Clerk: _____

Address : _____

Tax Identification No.: _____ Thank you.

Sincerely,

[seal]

Name: _____

Position: _____

Encl.: Certified copy of Order

**Order Appointing Interpreter for Proceeding to Waive Parental Notification
and Consent Under Chapter 33, Family Code (Form 2H)**

CAUSE NO. _____

IN RE JANE DOE

IN THE _____

_____ COUNTY, TEXAS

ORDER

ORDERED that for good cause, the following person is appointed an interpreter
to assist the applicant in applying for relief under Chapter 33, Family Code:

Name: _____ State Bar No. _____

Address: _____

Telephone: _____ Federal Tax ID: _____

Signed: this _____ day of _____, 20__.

Judge

OATH FOR INTERPRETER

I, _____, do swear or affirm that I am competent and well versed in the _____ language and will: (1) make a true interpretation of all the proceedings to the applicant; and (2) repeat verbatim all statements, questions, and answers of all persons who are a part of the proceeding to the applicant, counsel, the court, and others in the English language and in the _____ language, using my best skill and judgment.

I will not: (1) participate in any manner other than as an interpreter in the decision making or adjudicative process; (2) communicate with any other person regarding the proceedings except a literal translation of questions, answers, or remarks made during the proceeding; or (3) disclose or discuss any of the proceedings with any person following entry of judgment.

Signature

Printed Name

Address

Telephone Number

SWORN TO AND SUBSCRIBED before me on _____, 20__.

[Seal]

Notice to Clerk and Court Reporter to Prepare Records (Form 2I)

CAUSE NO. _____

IN RE JANE DOE:

This matter was heard on the _____ day of _____, _____. The Court has issued a final judgment. **Jane Doe may desire to appeal.** Jane Doe request the court reporter and appropriate clerk to immediately prepare a record of the trial proceedings and make it available to:

(Name and address of guardian ad litem) (Name and address of minor's attorney)

Immediately upon completion of the record, the clerk must contact both the undersigned attorney and the guardian ad litem at the following telephone numbers to advise that the record is available:

(Telephone number for guardian ad litem) (Telephone number for minor's attorney)

A copy of this notice has been given to both the appropriate clerk and court reporter and no additional request for the record of the trial proceedings is required. The filing of this document with the clerk constitutes proof that written request for preparation of the trial record was made.

Signed the ____ day of _____, _____ at _____ [time] a.m./p.m. [circle one]

 ATTORNEY

 GUARDIAN AD LITEM

Caution: no official or court personnel involved in the proceedings may ever disclose to anyone outside the proceedings—including the minor's parent, managing conservator, or legal guardian—that the minor is or has ever been pregnant, or that she wants or has ever wanted an abortion, except as permitted by law.

Notice to Clerk and Court Reporter to Prepare Records (Form 2J)

CAUSE NO. _____

IN RE JANE DOE:

This matter was heard on the _____ day of _____, _____. The Court has issued a final judgment and **no appeal will be taken**. Jane Doe's attorney or guardian ad litem requests the court reporter and the appropriate clerk to prepare a record of the trial proceedings and make it available to:

(Name and address of guardian ad litem) (Name and address of minor's attorney)

Upon completion of the record, the clerk must contact both the undersigned attorney and the guardian ad litem at the following telephone numbers to advise that the record is available:

(Telephone number for guardian ad litem) (Telephone number for minor's attorney)

A copy of this notice has been given to both the appropriate clerk and the court reporter and no additional request for the record of the trial proceedings is required. The filing of this document with the clerk constitutes proof that written request for preparation of the trial record was made.

Signed the _____ day of _____, _____ at _____ [time] a.m./p.m. [circle one]

ATTORNEY

GUARDIAN AD LITEM

Caution: no official or court personnel involved in the proceedings may ever disclose to anyone outside the proceedings—including the minor's parent, managing conservator, or legal guardian—that the minor is or has ever been pregnant, or that she wants or has ever wanted an abortion, except as permitted by law.

Attention Clerk: Please Expedite**Notice of Appeal in Proceeding to Waive Parental Notification and Consent
(Form 3A)**

As prescribed by the Clerk of the Supreme Court of Texas pursuant to Tex. Fam. Code § 33.004(d).

CAUSE NO. _____

IN RE JANE DOE

IN THE _____

_____ COUNTY, TEXAS

Important: Your lawyer should fill out the information below.

On this ____ day of _____, 20____, notice is hereby given that Jane Doe appeals to the _____ Court of Appeals from the final order entered in the above-referenced cause denying her application for a court order authorizing her to consent to an abortion without the parental notification and consent required by Sections 33.002 and 33.0021, Family Code.

Attorney's Signature _____

Attorney's Name, Printed _____

State Bar No. _____

Attorney's Address _____

Attorney's Telephone _____

Attorney's Email Address _____

Attorney's Fax No. _____

**Request to Postpone Court of Appeals' Ruling in Proceeding to Waive Parental Notification and Consent; Designation of Alternative Time for Ruling
(Form 3B)**

CAUSE NO. _____

IN RE JANE DOE

IN THE COURT OF APPEALS FOR THE

_____ DISTRICT OF TEXAS

AT _____, TEXAS

Please check and complete any questions below that apply:

- ☐ I request that the court postpone its ruling on my appeal. The appeal currently is due to be ruled on by 5 p.m. on _____.
- ☐ Please rule on my appeal by 5 p.m. on the fifth business day after (state a date after which you will be ready to proceed) _____. If the court holds oral argument, the clerk will notify you of its date and time.
- ☐ I will contact you at a later time to determine a time for ruling on my appeal.

Attorney's Signature _____

Attorney's Name, Printed _____

Attorney's State Bar No. _____

Attorney's Address _____

Attorney's Telephone _____

Attorney's Email Address _____

Attorney's Fax No. _____

**Judgment on Appeal in Proceeding to Waive Parental Notification and Consent
(Form 3C)**

CAUSE NO. _____

IN RE JANE DOE

IN THE COURT OF APPEALS FOR THE

_____ DISTRICT, TEXAS

AT _____, TEXAS

It is ORDERED that the trial court's final order in this cause denying the minor's application for a court order authorizing her to consent to an abortion without the parental notice and consent required by Sections 32.002 and 33.0021, Family Code, is:

- ☐ Affirmed. The minor will be advised of her right to appeal under Rule 4 of the Rules for a Judicial Bypass of Parental Notice and Consent Under Chapter 33 of the Family Code and furnished a notice of appeal form, Form 4A.
- ☐ Reversed and the application is GRANTED.
- ☐ Opinion to follow.
- ☐ No opinion to follow.

Justice

Other members of the panel:

Justice _____

Justice _____

Date: _____

**Certification of Deemed Affirmance of Order On Appeal in Proceeding to
Waive Parental Notification and Consent (Form 3D)**

CAUSE NO. _____

IN RE JANE DOE

IN THE COURT OF APPEALS FOR THE

_____ DISTRICT OF TEXAS

AT _____, TEXAS

This will certify that on the _____ day of _____, 20____, Jane Doe filed her notice of appeal from an order denying her application for a court order authorizing her to consent to an abortion without the parental notice and consent required by Sections 33.002 and 33.0021, Family Code. The court of appeals did not rule on her appeal by 5 p.m. on the fifth business day after the day the notice of appeals was filed. Accordingly, the order is deemed to be AFFIRMED.

Signed this _____ day of _____, 20____.

Judge Presiding or Clerk

ATTENTION CLERK: PLEASE EXPEDITE**Notice of Appeal to the Texas Supreme Court in Proceeding to Waive Parental Notification and Consent (Form 4A)**

CAUSE NO. _____

IN THE SUPREME COURT OF TEXAS

IN RE JANE DOE

On this _____ day of _____, 20____, notice is hereby given that Jane Doe petitions the Supreme Court of Texas for review of the order entered in Cause No. _____, in the _____ Court of Appeals affirming the denial of her application for a court order authorizing her to consent to an abortion without the parental notice and consent required by Sections 33.002 and 33.0021, Family Code.

Attorney's Signature _____

Attorney's Name, Printed _____

Attorney's State Bar No. _____

Attorney's Address _____

Attorney's Telephone _____

Attorney's Email Address _____

Attorney's Fax No. _____

Chapter 15

Collaborative Law

Form 15-1	Collaborative Law Retainer Letter to Client	1033
Form 15-2	Letter to Client’s Spouse Inviting Collaboration	1039
Form 15-3	Collaborative Law Participation Agreement	1041
Form 15-4	Consulting Expert’s Participation Agreement	1052
Form 15-5	Neutral Allied Professional’s Participation Agreement.	1055
Form 15-6	Notice of Collaborative Law Procedures	1057
Form 15-7	Collaborative Law Six-Month Status Report	1060
Form 15-8	Collaborative Law One-Year Status Report.	1062
Form 15-9	Joint Motion for Continuance.	1064
Form 15-10	Notice of Termination of Collaborative Law Procedures	1067
Form 15-11	Notice of Settlement.	1069
Form 15-12	Collaborative Law Settlement Agreement	1071
Form 15-13	Amendment to Collaborative Law Participation Agreement	1082

Form 15-1

This form is written for a divorce case but may be reworded as appropriate for any other family law situation. If the client has already signed an employment agreement, the client should be advised to obtain independent counsel before signing this additional agreement.

Collaborative Law Retainer Letter to Client

[Date]

[Name and address of client]

Re: Retainer agreement

[Salutation]

You have retained our firm to advise you in connection with your collaborative law process. In a collaborative law process, each spouse has an attorney, and all have a shared commitment to avoid litigation. The process primarily entails informal discussions and conferences for purposes of settling all issues. Each party and his or her attorney agree to adhere to honesty and mutual respect for the process.

You have requested representation in the collaborative law process after you were provided with information about the material benefits and risks of the collaborative law process as compared to the material benefits and risks of other reasonably available alternatives for resolving your family law matter, including litigation, mediation, and arbitration.

Scope and Duties

If your spouse agrees to proceed in a collaborative law process, I will represent your interests through the final settlement and filing of a judgment of dissolution, subject to the following:

1. I will serve as your attorney solely for the purposes of filing the petition or answer, notice of collaborative process, status reports, and final divorce papers.

2. I will not represent you in litigation except to the extent that the parties agree to submit selected issues to a private judge or arbitrator. My representation is terminated by any party's decision to litigate, whether it was your decision or not.

3. Neither I nor any attorney in the law firm with which I am associated will represent you in any family law litigation against your present spouse now or in the future, except for the limited purpose of obtaining or defending an emergency order to protect your health, safety, welfare, or interest or that of a member of your family.

4. If this collaborative law process does not result in settlement, I will cooperate with you in transferring your file to new counsel.

5. I will keep you reasonably informed of the settlement process and will not agree to a settlement of any issue without your consent. I will promptly respond to your inquiries.

You acknowledge and agree that, for as long as you participate in the collaborative law process, you are giving up your right to have your own experts, your right of access to the court system, and your right to formally object to producing any documents or to providing any information to the other side that I determine is appropriate.

To this end, you agree to make full disclosure of the nature, extent, and value of your income, assets, and liabilities. You also agree to provide me with any changes or developments affecting these disclosures. You authorize me to fully disclose all information that in my discretion must be provided to your spouse and your spouse's attorney.

You and I both have the right to withdraw from this contract, if either of us feels we cannot abide by the principles of collaborative law, by notifying the other in writing. I agree to give you fifteen days' notice of my intention to withdraw.

[**Include if applicable:** If your spouse declines to proceed in a collaborative law process, this retainer agreement will be void, and you and I will need to enter into a new retainer agreement for conventional divorce representation before our firm can proceed to represent you. In that event, I advise you to retain independent counsel to review any new agreement.]

Financial Provisions

It is understood that our firm uses a team approach involving partners, associates, and legal assistants, if appropriate, when their participation will in our judgment facilitate the highest-quality and most efficient and cost-effective representation of our clients. We reserve the right to, and you agree that we may, bring in outside counsel to assist in your case if in our judgment it is appropriate to do so.

For our services, you agree to pay for time devoted to your case at the following rates:

[**Name of attorney**] [number] dollars (\$[amount]) per hour

[**Name of associate**] [number] dollars (\$[amount]) per hour

[**Name of paralegal**] [number] dollars (\$[amount]) per hour

These rates are subject to adjustment. In signing this letter you agree that, after written notification is sent to you of a fee adjustment, you will be responsible for payment at the adjusted rate. We are not able to quote a fixed attorney's fee or to predict what your total fee will be, because each case is unique, and it is impossible to predict just how much work will be involved.

In addition, you will be charged for expenses, including filing fees, photocopies, messengers, travel, parking, and telephone charges out of our local area. Also, it may be necessary to retain the services of an accountant, appraiser, actuary, or other expert to value certain assets. If we deem it advisable to retain an expert, we will recommend an expert and will

obtain full consent of both parties and attorneys before engaging the expert's services. Payment for your share of the expert's services is your sole liability. You will be required to pay each expert directly.

[**Include if applicable:** The amount you will be charged for preparation of documents may be calculated on a basis other than an hourly fee. In other words, chargeable time does not always equal actual time.] Attorney time is normally billed in [tenths/[**specify**]] of an hour; the minimum unit charge for attorney time is [0.10/[**specify**]] hours ([6/[**specify**]] minutes). You will be billed for all time that we spend associated with your case, including telephone time, travel time, file review, and the other tasks involved in preparing your case.

In certain instances, one party agrees to pay some of the other party's attorney's fees and costs. If appropriate, we will seek such agreements on your behalf. However, the obligation to pay fees and costs to us remains your own, regardless of any such agreements.

Before proceeding, we require an initial trust account deposit of [**number**] dollars (\$[**amount**]). You will be billed for amounts drawn against your account on a [monthly/bimonthly/regular] basis and are responsible for paying the bill within [**number**] days of receiving it. If you have any questions or objections to a bill, you agree to notify us in writing immediately on receiving it. After we complete our services to you in this matter and after all costs, expenses, and fees for services have been drawn against your account, I agree to refund you any retainer balance remaining. If your balance at that time is insufficient to cover the remaining unpaid costs, expenses, and services, you will be responsible for, and you agree to pay, the remaining amounts within thirty days of receiving your final bill. If payment has not been made thirty days after you received your final bill, you agree to pay interest on this unpaid balance at the rate of [**percent**] percent per year.

If the retainer is not replenished promptly as agreed above or any bill is not paid within thirty days, it is understood that no further work will be done until payment is received or

other satisfactory arrangements are made and confirmed in writing. In the alternative, we reserve the right to withdraw as your attorney; you agree in signing this letter to sign promptly, on our request, all documents necessary for us to withdraw.

Please note that, because of necessary processing delays, the statement date shown on your monthly bill is ordinarily up to a week later than the actual date of services recorded on the statement. Since your subsequent monthly bill may include services that were actually rendered during the prior billing period, you should not assume that a statement contains *all* charges incurred up to the statement date.

In signing this letter, you agree that we will have a judgment lien against any sums you may receive in this action, to pay any unpaid balance of your attorney's fees and costs remaining in this action at the time of settlement. You further agree that we may record this agreement in any county in which you own real property if you fail to pay all sums owing to this office and that the recording of this agreement will constitute a lien against that real property. You further agree that, regardless of whether this agreement is recorded or not, all unpaid fees and costs owing to this office will be paid from the escrow on the sale of any real property owned in whole or in part by you.

If for any reason we are compelled to commence collection efforts on any outstanding bill, then, in addition to the above, you agree to pay us actual attorney's fees and costs incurred (whether our own time or that of other attorneys employed) in connection with that collection effort.

We make every effort at this point to acquaint you with our firm's philosophy and procedures and with the parameters within which we are able to assist you. If your needs and expectations change and become incompatible with our views regarding the conduct of your case, or if a substantial disagreement arises between us, we reserve the right to withdraw from your employment. If that occurs, we will provide you with notice so that you may have the

opportunity to employ other counsel; again, you agree in signing this letter to sign promptly, on our request, all documents required to permit us to withdraw as your attorney.

Please read this letter carefully. If you agree with its terms, please sign the enclosed copy and return it to me. This agreement is a legally binding contract between us, which you are free to have reviewed by another attorney before signing. We encourage you to do that if you have any uncertainty about entering into any part of this agreement with us. If you have any comments or questions concerning this letter of agreement, please contact me at your convenience. It is very important that we have a clear understanding about fees and costs, because we want to devote our efforts and attention to the substance of your case and to avoid any possible future misunderstanding about our financial arrangements with you.

Sincerely yours,

[Name of law firm]

By: _____
[Name of attorney]

Enc.: Copy of retainer agreement

I understand and agree to the terms of the foregoing letter.

Dated: _____

[Name of client]

Form 15-2

This form is written for a divorce case but may be reworded as appropriate for any other family law situation.

Letter to Client's Spouse Inviting Collaboration

[Date]

[Name and address of client's spouse]

Re: Divorce proceedings

[Salutation]

As you perhaps know, I have been retained by your [wife/husband] to represent [her/him] in divorce proceedings. I am writing you to outline the way I operate in these proceedings with the hope of enlisting your active involvement in a refreshing approach to resolving divorce issues that is straightforward and does not involve the courts in an adversarial way.

The approach is called "collaborative law." [Include if applicable: A brochure describing this process is enclosed.] Collaborative law provides a unique settlement process as an alternative to expensive, time-consuming trial procedures. The collaborative law process does not rely on court-imposed resolutions; instead, it relies on an atmosphere of honesty, cooperation, integrity, and professionalism geared toward the future well-being of the [parties/family]. In this process, each party hires an attorney trained in collaborative law. The parties understand that if adversarial proceedings are required because they and their attorneys are not able to settle the divorce through informal talks and sharing of information, the collaborative attorneys will withdraw and trial attorneys will be retained for adversarial proceedings.

Your spouse would like to participate in the collaborative law process. If you retain a collaborative attorney, we can proceed on that basis. Enclosed is a list of some local collaborative attorneys for your consideration.

Sincerely yours,

[Name of attorney]

Enc.
c:

Form 15-3

This form is written for a divorce case but may be reworded as appropriate for any other family law situation.

Collaborative Law Participation Agreement**Purpose**

The undersigned parties, **[name of party A]** and **[name of party B]** (the “parties”), agree as follows:

It is our intention to resolve through the collaborative law process, without the intervention of a court, the following matter: **[description of matter to be resolved]**. This agreement is being entered into pursuant to title 1–A of the Texas Family Code.

Beginning and Concluding Collaborative Process

The collaborative process under this collaborative law participation agreement begins when we sign this agreement, and it concludes on (1) resolution of the collaborative matter as evidenced by a signed writing **[include if applicable: and entry of a final decree of divorce]** or (2) termination of the collaborative process. A party may request a court to approve a resolution of all or part of the collaborative matter, as evidenced by a signed writing. Such a request, if made with the consent of the parties, does not conclude the collaborative process.

Termination of Collaborative Process

Participation in the collaborative process is voluntary, and any party has the unilateral right to terminate the process, with or without cause, at any time. Termination of the collaborative process occurs when (1) a party gives written notice to the other party that the process is

Husband’s initials

Wife’s initials

ended, (2) a party begins a judicial proceeding related to the collaborative matter without the agreement of all parties, or (3) a party discharges a collaborative lawyer or a collaborative lawyer withdraws from further representation of a party. Notwithstanding the previous provision, the collaborative process can continue if, not later than thirty days after discharge or withdrawal of a collaborative lawyer, the unrepresented party engages a successor collaborative lawyer, the parties consent in writing to continue the process and amend this agreement to identify the successor collaborative lawyer, and the successor collaborative lawyer confirms in writing his or her representation of a party in the collaborative process.

Communication

We will effectively and honestly communicate with each other with the goal of efficiently and economically settling the terms of the dissolution of the marriage. All written and oral communications between us will be respectful and constructive, and we will not make accusations or claims not based in fact. We will make timely, full, candid, and informal disclosure of information related to the collaborative matter without formal discovery and will promptly update information that has materially changed.

Settlement meetings will be focused on economic [**include if applicable:** and parenting] issues and the constructive resolution of those issues. We will not engage in unnecessary discussions of past events.

In accordance with the Texas Family Code, we will maintain the confidentiality of all oral and written communications relating to this matter. All oral communication and written material used in or made a part of the collaborative law process will be admissible or discoverable only if admissible or discoverable independent of this process. This paragraph does not apply to reports of abuse or neglect required by law, agreed formal discovery, sworn docu-

Husband's initials

Wife's initials

ments prepared in this matter, a fully executed collaborative law settlement agreement, or evidence of fraud.

To maintain an objective and constructive process, we will discuss settlement of divorce issues with each other only in the settlement conference setting. We will not discuss these matters with each other outside the conference setting except as mutually agreed by us and our attorneys. We understand that, from time to time, the attorneys will meet together to plan agendas for settlement meetings, but no agreements will be made by the attorneys on our behalf without our consent.

Include the next three paragraphs if applicable.

We acknowledge that inappropriate communications regarding settlement of our divorce can be harmful to our minor child[ren]. Communication with the minor child[ren] regarding these issues will occur only as agreed by us and our attorneys. In resolving issues about sharing the enjoyment of and responsibility for the child[ren], we, the attorneys, and the therapists will make every effort to reach amicable solutions that promote the child[ren]'s best interests.

We will act quickly to mediate and resolve differences related to the child[ren] to promote a caring, loving, and involved relationship between the child[ren] and both parents. We will not seek a custody evaluation while the matter is a collaborative law case.

We will insulate the child[ren] from involvement in our disputes. We will attend **[name of parent education course]** **[include if applicable: with the child[ren] in a county where the program is available]** as soon as possible.

Continue with the following.

Husband's initials

Wife's initials

We authorize the use of unencrypted e-mail, facsimile, or any other electronic communications to relay information and deliver documents in the collaborative law process. Joint communications of agendas, minutes, drafts of documents, and agreements may be sent simultaneously to us, the attorneys, and any experts or advisors.

Neutral Experts and Neutral Allied Professionals

If neutral experts or neutral allied professionals are needed, we will retain them jointly unless we agree otherwise in writing. They will be used for communication facilitation, settlement-option development, valuation, cash-flow analysis, tax issues, [**include if applicable:** parenting issues,] and any other issue that requires expert advice or recommendations. We will agree in advance how they will be paid.

Select one of the following.

Any such neutral expert or neutral allied professional may not be called by either of us as a witness, and their written materials prepared specifically for the collaborative law process are inadmissible if we fail to reach settlement through the collaborative law process unless we and the neutral expert or neutral allied professional agree otherwise in writing after the collaborative law process is terminated.

Or

If this matter becomes adversarial, any expert used in the collaborative law process may be called by either of us as a witness but may not be presented in court as a jointly hired neutral expert unless we agree otherwise in writing.

Include the following if applicable.

Husband's initials

Wife's initials

Either of us may use a consultant for assistance in gathering or organizing information as long as all such information gathered or organized by the consultant is made available to the other party as soon as it becomes available.

Continue with the following.

Information

We will deal with each other in good faith and will promptly provide all necessary and reasonable information requested. No formal discovery procedure will be used unless specifically agreed to in advance. [**Include if applicable:** We will be required to sign a sworn statement making full and fair disclosure of our income, assets, and debts (a sworn inventory and appraisal) unless we agree otherwise in writing.]

We acknowledge that, by using informal discovery, we are giving up certain investigative procedures and methods that would be available to us in the litigation process. We give up these measures with the specific understanding that we will make to each other a complete and accurate disclosure of all assets, income, debts, and other information necessary for us to reach a fair settlement. Participation in the collaborative law process is based on the assumptions that we have acted in good faith and that we have provided complete and accurate information to the best of our ability. [**Include if applicable:** We will make full disclosure of all material information concerning our children.] Refusal to be honest or failure to disclose such information shall be grounds for one or both collaborative attorneys' withdrawal from representation or termination of the collaborative law process.

Enforceability of Agreements

We may agree to the entry of temporary orders. On request of either party or as required by local rules, temporary mutual injunctions shall be submitted to the Court for entry.

Husband's initials

Wife's initials

If we require a temporary agreement for any purpose, the agreement will be put in writing and signed by us. [**Include if applicable:** If either party withdraws from the collaborative law process, the written agreement may be presented to the court as an agreement enforceable under rule 11 of the Texas Rules of Civil Procedure, which may become a court order and, if required by either party, shall be in the form of an agreed temporary order and entered by the court.] A collaborative attorney shall be permitted to present to the court a written agreement that is signed by both parties and the collaborative attorneys for entry of a temporary order.

We may agree in writing to the resolution of any or all issues presented by our case. Any written agreement that is signed by both parties and their collaborative attorneys may be filed with the court as a collaborative law settlement agreement in accordance with section 15.105 of the Texas Family Code or as a rule 11 agreement, which the court may make retroactive to the date of the written agreement and which may be made the basis of a court order.

We understand and agree that neither collaborative attorney shall be permitted to go to court to enforce any written agreements between us. Should a party seek to enforce any written agreement over the objection of the other party, we must withdraw from the collaborative law process. In such event, the collaborative attorneys shall withdraw as attorneys of record and, if required, shall consent to the substitution of trial counsel.

Legal Process

Attorneys: The attorneys do not represent both clients. While the respective attorneys are committed to negotiation in an atmosphere of honesty and integrity, neither party can look to the attorney representing [his or her/his/her] spouse to provide legal advice or information, and each attorney must continue to have an obligation to represent that attorney's client diligently and cannot be, or represent himself or herself to be, representing the legal interests of the other party.

Husband's initials

Wife's initials

[Name of party A's attorney] DOES NOT REPRESENT [name of party B]. [Name of party B's attorney] DOES NOT REPRESENT [name of party A]. NOTHING IN THIS AGREEMENT SHOULD BE INTERPRETED AS OBLIGATING EITHER ATTORNEY TO VIOLATE HIS OR HER ETHICAL OBLIGATIONS TO REPRESENT HIS OR HER CLIENT'S BEST INTERESTS.

Court Proceedings: We understand that our attorneys' representation is limited to the collaborative law process and that neither attorney can ever represent one of us in court in a proceeding against the other spouse.

If the collaborative law process terminates, both attorneys will be disqualified from representing either client, and consultants will be disqualified as witnesses and the consultants' work product will be inadmissible as evidence unless we agree otherwise in writing.

Include the following paragraph if representing the client pro bono.

Notwithstanding the understandings in the previous paragraph, [[name of party A] has/[name of party B] has/we each have] an annual income that qualifies [her/him/each of us] for free legal representation under the criteria established by the law firm[s] with which [her/his/our respective] collaborative lawyer[s] [is/are] associated. [[Name of party A] authorizes/[name of party B] authorizes/we authorize] another lawyer in the law firm of the [respective] law firm[s] to represent [her/him/us] without a fee in the collaborative matter or a related matter, as long as the collaborative lawyer is isolated from participation in the matter through procedures within the law firm that are reasonably calculated to isolate the lawyer from participation.]

Continue with the following.

After this date, no motion or document will be prepared or filed without our agreement, other than a [joint petition for divorce/petition for divorce and an answer] [include if applica-

Husband's initials

Wife's initials

ble: and mutual injunctions]. Service of citation will not be required. We will not seek judicial intervention during the collaborative law process, except for withdrawal or substitution of counsel or for the limited purpose of obtaining or defending an emergency order to protect the health, safety, welfare, or interest of a party or a member of the party's family, unless we agree otherwise.

Withdrawal from Collaborative Law Process: If one of us decides to withdraw from the collaborative law process, that party will give prompt written notice to the court, if appropriate, and to the other party through [his or her/his/her] attorney. On withdrawal from the collaborative law process there will be a thirty-day waiting period (unless there is an emergency) before any court hearing, to permit each of us to retain another attorney and make an orderly transition. All temporary agreements will remain in full force and effect during this period. The intent of this provision is to avoid surprise and prejudice to the rights of the other party. Either party may bring this provision to the attention of the court in requesting a postponement of a hearing.

Withdrawal of Counsel: If one of us chooses to withdraw from the collaborative law process by seeking court involvement, both attorneys shall immediately withdraw from the representation and notify the court that the collaborative law process has been terminated. Further, we understand that neither collaborative attorney (or any attorney associated in the practice of law with him or her) may serve as litigation counsel in this case thereafter. Both attorneys will cooperate in transferring the file to new counsel and are authorized to disclose information to prospective future counsel on their respective client's request. Nothing in this agreement will preclude the withdrawal of counsel for a party and substitution as counsel of another collaborative attorney, and such withdrawal and substitution will not terminate the collaborative law process.

Husband's initials

Wife's initials

Understandings

We understand there is no guarantee that the collaborative law process will be successful in resolving our case. We understand that the process cannot eliminate concerns about the disharmony, distrust, and irreconcilable differences that have led to our current conflict. We understand that we are still expected to assert our respective interests and that our respective attorneys will help each of us to do so.

We further understand that we should not lapse into a false sense of security that the process will protect each of us. We understand that, although our collaborative attorneys share a commitment to the process described in this agreement, each attorney has a professional duty to represent his or her own client diligently and is not the attorney for the other party.

Do not include the following paragraph if representing the client pro bono.

Attorney's Fees and Costs

We understand that our attorneys and consultants are entitled to be paid for their services, and the first task in a collaborative matter is to ensure payment to each of them and to make funds available for this purpose. We will make funds available from our community or separate estates, as needed, to pay these fees. We understand that, if necessary, one party may be asked to pay both attorneys' fees from community property managed solely by [him or her/him/her] (for example, [his or her/his/her] salary) or from that party's separate-property funds. To the extent possible, all attorney's fees and costs (including expert's fees) incurred by both parties shall be paid in full before entry of an agreed final decree of divorce.

Continue with the following.

Husband's initials

Wife's initials

Participation with Integrity

We will work to protect the privacy, respect, and dignity of all involved, including parties, attorneys, and consultants.

We will maintain a high standard of integrity. Specifically, we will not take advantage of each other or of the miscalculations or mistakes of others; instead, we will identify and correct them.

Acknowledgment

We acknowledge that we have read this agreement, understand its terms and conditions, and agree to abide by them. We acknowledge that we have chosen the collaborative process after discussing with our counsel the material benefits and risks of collaborative law as compared to the material benefits and risks of other reasonably available alternatives for resolving this matter. We understand that by agreeing to this alternative method of resolving the divorce issues, we are giving up certain rights, including the right to conduct formal discovery, the right to participate in formal court hearings, and other rights provided by the adversarial legal system.

[Name of party A]

[Address]

Signed on _____

[Name of party B]

[Address]

Signed on _____

Husband's initials

Wife's initials

[Name of attorney for party A] confirms representation of [name of party A] in the collaborative process hereunder.

[Name]

Attorney for [name of party A]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

[Name of attorney for party B] confirms representation of [name of party B] in the collaborative process hereunder.

[Name]

Attorney for [name of party B]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

Husband's initials

Wife's initials

Form 15-4

This form is written for a divorce case but may be reworded as appropriate for any other family law matter.

Consulting Expert's Participation Agreement

[Name of party A] and [her/his] attorney, [name], [name of party B] and [his/her] attorney, [name], and [name of expert] enter into this Consulting Expert's Participation Agreement. [Name of party A] and [name of party B] (the "parties") have chosen to use the principles of collaborative law to settle the issues of their divorce. The parties have agreed that, when appropriate, they will use neutral experts for any issue that requires expert advice or recommendations.

In that regard the parties have agreed to retain [name of expert] as consulting [appraiser/accountant/psychologist/financial expert/[describe other expert]] for the purpose of [state expert's duties in detail]. The parties agree to pay [name of expert] a retainer of [number] dollars (\$[amount]) [include if applicable: and [state other terms of remuneration]]. The parties agree to pay [name of expert] as follows: [state source of funds].

The parties and [name of expert] agree that, if this matter becomes adversarial, [name of expert] [may/may not] be called as a witness [include if applicable: and written materials prepared by [name of expert] specifically for the collaborative law process are inadmissible unless the parties and [name of expert] agree otherwise in writing after the collaborative law process is terminated]. The parties and [name of expert] further agree that, if this matter becomes adversarial, [name of expert] [may/may not] be used as a consulting expert [include if applicable: and written materials prepared by [name of expert] specifically for the collaborative law process are inadmissible unless the parties and [name of expert] agree otherwise in writing after the collaborative law process is terminated].

[Name of party A] and [name of party B] agree to promptly provide all necessary and reasonable information requested by [name of expert] and sign all necessary and reasonable authorizations requested by [name of expert].

[Name of party A]

[Address]

Signed on _____

[Name of party B]

[Address]

Signed on _____

[Name]

Attorney for [name of party A]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

[Name]

Attorney for [name of party B]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

[Name of expert]

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

Form 15-5

This form is written for a divorce case but may be reworded as appropriate for any other family law matter.

Neutral Allied Professional's Participation Agreement

[**Name of party A**] and [her/his] attorney, [**name**], [**name of party B**] and [his/her] attorney, [**name**], and [**name of neutral allied professional**] enter into this Neutral Allied Professional's Participation Agreement. [**Name of party A**] and [**name of party B**] (the "parties") have chosen to use the principles of collaborative law to settle the issues of their divorce. The parties have agreed that, when appropriate, they will use neutral allied professionals as members of the collaborative settlement team.

In that regard the parties have agreed to retain [**name of neutral allied professional**] as [communications facilitator/financial consultant/child specialist] for the purpose of [**state in detail neutral allied professional's duties**]. The parties agree to pay [**name of neutral allied professional**] a retainer of [**number**] dollars (\$[**amount**]) [**include if applicable: and [state other terms of remuneration]**]. The parties agree to pay [**name of neutral allied professional**] as follows: [**state source of funds**]. The parties and [**name of neutral allied professional**] agree that, if this matter becomes adversarial, [**name of neutral allied professional**] may not be called as a witness and written materials prepared by [**name of neutral allied professional**] specifically for the collaborative law process are inadmissible unless the parties and [**name of neutral allied professional**] agree otherwise in writing after the collaborative law process is terminated.

[**Name of party A**] and [**name of party B**] agree to promptly provide all necessary and reasonable information requested by [**name of neutral allied professional**] and sign all necessary and reasonable authorizations requested by [**name of neutral allied professional**].

[Name of party A]

[Address]

Signed on _____

[Name of party B]

[Address]

Signed on _____

[Name]

Attorney for **[name of party A]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

[Name]

Attorney for **[name of party B]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

[Name of neutral allied professional]

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

Form 15-6

This form is written for a divorce case but may be reworded as appropriate for any other family law matter.

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Collaborative Law Procedures

Notice is hereby given that this suit for divorce is being conducted under collaborative law procedures. The parties and attorneys signed a collaborative law agreement on **[date]**.

This case was filed on **[date]**.

[Name]

[Petitioner/Joint Petitioner]

Signed on _____

[Name]

[Respondent/Joint Petitioner]

Signed on _____

[Name]Attorney for [Petitioner/[**name**],
Joint Petitioner]

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]**

Signed on _____

[Name]Attorney for [Respondent/[**name**],
Joint Petitioner]

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]**

Signed on _____

Order

On _____, the Court considered the Notice of Collaborative Law Procedures and ORDERS that the clerk of the court place this case on the collaborative law docket.

The parties in this cause are ORDERED to file status reports regarding the collaborative process on or before the following dates:

First Status Report

(No later than 180 days after the date the parties signed the collaborative law agreement.)

Second Status Report

(No later than the first anniversary of the date the parties signed the collaborative law agreement.)

SIGNED on _____.

JUDGE PRESIDING

Form 15-7

This form is written for a divorce case but may be reworded as appropriate for any other family law situation. The report must be filed not later than the 180th day after the date the written agreement to use the collaborative law procedure was signed or, if the proceeding was filed by agreement after the collaborative family law participation agreement was signed, not later than the 180th day after the date the proceeding was filed. [Tex. Fam. Code § 15.103\(c\)\(1\)](#).

Include the following notice if a minor is named in the caption or if the report contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Collaborative Law Six-Month Status Report

The parties and attorneys in this case signed a collaborative law agreement on **[date]**. The parties and attorneys certify, by their signatures below, that they are still participating in the collaborative law process in this suit for divorce and that they desire to continue to do so. They further certify that this report is being filed on or before the 180th day after the date [the written agreement to use the collaborative law procedures was signed/this proceeding was filed].

[Name]

[Petitioner/Joint Petitioner]

Signed on _____

[Name]

[Respondent/Joint Petitioner]

Signed on _____

[Name]

Attorney for [Petitioner/[**name**],
Joint Petitioner]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

[Name]

Attorney for [Respondent/[**name**],
Joint Petitioner]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

Form 15-8

This form is written for a divorce case but may be reworded as appropriate for any other family law matter. The report must be filed on or before the first anniversary of the date the written agreement to use the collaborative law procedure was signed or, if the proceeding was filed by agreement after the collaborative family law participation agreement was signed, on or before the first anniversary of the date the proceeding was filed, accompanied by a motion for continuance. [Tex. Fam. Code § 15.103\(c\)\(2\)](#).

Include the following notice if a minor is named in the caption or if the report contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Collaborative Law One-Year Status Report

The parties and attorneys in this case signed a collaborative law agreement on [date]. The parties and attorneys certify, by their signatures below, that they are still participating in the collaborative law process in this suit for divorce and that they desire to continue to do so. They further certify that this report is being filed on or before the first anniversary of the date [the written agreement to use the collaborative law procedures was signed/this proceeding was filed].

The parties' Motion for Continuance of this case [include if applicable: on the collaborative law docket] is attached to this report.

[Name]

[Petitioner/Joint Petitioner]

Signed on _____

[Name]
[Respondent/Joint Petitioner]
Signed on _____

[Name]
Attorney for [Petitioner/[**name**],
Joint Petitioner]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]
Signed on _____

[Name]
Attorney for [Respondent/[**name**],
Joint Petitioner]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]
Signed on _____

Form 15-9

This form is written for a divorce case but may be reworded as appropriate for any other family law situation.

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Joint Motion for Continuance

This Motion for Continuance is brought by **[name]**, [Petitioner/Joint Petitioner], and **[name]**, [Respondent/Joint Petitioner], who show in support:

1. This case is being carried on the **[include if applicable: collaborative law]** docket and is not presently set for trial.
2. The parties and attorneys in this case signed a collaborative law agreement on **[date]**. This matter was filed with the Court on **[date]**.
3. The parties have certified that they are still participating in the collaborative law process in the matter of their divorce suit and that they desire to continue to do so.
4. This continuance is not sought solely for delay but that justice may be done.

[Name] and **[name]** pray that the Court grant the Motion for Continuance.

[Name]

[Petitioner/Joint Petitioner]

Signed on _____

[Name]
 [Respondent/Joint Petitioner]
 Signed on _____

[Name]
 Attorney for [Petitioner/[**name**],
 Joint Petitioner]
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]
 Signed on _____

[Name]
 Attorney for [Respondent/[**name**],
 Joint Petitioner]
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]
 Signed on _____

An unsworn declaration may be used in place of a written sworn declaration. See form 8-27 .

I, the undersigned attorney of record, swear under oath that the above Motion for Continuance is true and correct.

[Name]
 Attorney for [**name**]

SIGNED under oath before me on _____.

Notary Public, State of Texas

I, the undersigned attorney of record, swear under oath that the above Motion for Continuance is true and correct.

[Name]

Attorney for [name]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Order Granting Continuance

The Court finds that the parties in this case have timely filed their collaborative law one-year status report attesting to their desire to continue to use collaborative law procedures and have accompanied their report with a motion for continuance of this case [**include if applicable:** on the collaborative law docket]. The Court finds that the parties have fully complied with the requirements of section 15.103(c)(2) of the Texas Family Code. Therefore, IT IS ORDERED that the Joint Motion for Continuance of this matter [**include if applicable:** on the collaborative law docket] is hereby GRANTED.

SIGNED on _____.

JUDGE PRESIDING

Form 15-10

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Termination of Collaborative Law Procedures

Notice is given that collaborative law procedures have been terminated in this case.

[Name]
 [Petitioner/Joint Petitioner]
 Signed on _____

[Name]
 [Respondent/Joint Petitioner]
 Signed on _____

[Name]
 Attorney for [Petitioner/[b>name]],
 Joint Petitioner]
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]
 Signed on _____

[Name]

Attorney for [Respondent/[name],
Joint Petitioner]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

Form 15-11

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Settlement

Notice is hereby given that this case has been settled using collaborative law procedures. An agreed order is being prepared and will be presented to the Court with supporting testimony on **[date]**.

[Name]

[Petitioner/Joint Petitioner]

Signed on _____

[Name]

[Respondent/Joint Petitioner]

Signed on _____

[Name]Attorney for [Petitioner/**[name]**,
Joint Petitioner]

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]**

Signed on _____

[Name]

Attorney for [Respondent/[**name**],
Joint Petitioner]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

Form 15-12

Include the following notice if a minor is named in the caption or if the agreement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Collaborative Law Settlement Agreement

1. *Parties*

The parties to this Collaborative Law Settlement Agreement are **[name of party A]** and **[name of party B]**.

2. *Scope of Agreement*

The parties hereby agree to settle all claims and controversies between them, asserted or assertable, in this case except **[specify]**.

The following provisions are examples only.

3. *Real Estate*

1. **[[Name of party A]/[name of party B]]** will own the property commonly known as **[address, city]**, Texas, and will pay the remaining balance of the mortgage.

2. The property commonly known as **[address, city]**, Texas, will be listed for sale with a real estate agent who is active in the area where the property is located. It will be sold for a price and on terms that are mutually agreeable to the parties. Until the closing of the sale—

- a. **[[Name of party A]/[name of party B]]** will have the exclusive use and possession of the property and will pay all utilities and keep the property maintained and in good repair;
- b. **[[Name of party A]/[name of party B]]** will pay the mortgage payments as they come due; and
- c. **[[Name of party A]/[name of party B]]** will pay the insurance premiums and ad valorem taxes as they come due.

On the sale, the net sales proceeds will be divided **[percent]** percent to **[name of party A]** and **[percent]** percent to **[name of party B]**. If, after **[number]** days after the divorce, the parties are unable to agree on a sales price or terms, then either party may apply to the Court for the appointment of a receiver to take possession of the property and sell it and, after the receiver's fee, to distribute the remaining proceeds in the proportions specified above.

3. **[[Name of party A]/[name of party B]]** will own the property commonly known as **[address, city]**, Texas, and will pay **[[name of party B]/[name of party A]]** the sum of **[number]** dollars (\$**[amount]**) in the following manner:

- a. The execution of a vendor's lien note in the principal sum of **[number]** dollars (\$**[amount]**), bearing **[percent]** percent interest per year, payable over a period of **[number]** months, in equal installments of **[number]** dollars (\$**[amount]**).
- b. The assumption of the remaining balance of the mortgage to **[name of mortgagee]**.
- c. The execution of a deed of trust to secure the vendor's lien note described in (a.) above and the execution of a deed of trust to secure the assumption of the mortgage described in (b.) above.

4. *Personal Property*

1. **[Name of party A]** will own the property listed in Schedule A.
2. **[Name of party B]** will own the property listed in Schedule B.

5. *Motor Vehicles*

1. **[Name of party A]** will own the **[specify]** motor vehicle and will pay the remaining balance of any lien debt on it.
2. **[Name of party B]** will own the **[specify]** motor vehicle and will pay the remaining balance of any lien debt on it.

6. *Money*

1. **[Name of party A]** will receive the following bank accounts: **[specify]**.
2. **[Name of party B]** will receive the following bank accounts: **[specify]**.

7. *Life Insurance*

1. **[Name of party A]** will receive all policies of insurance on **[her/his]** life.
2. **[Name of party B]** will receive all policies of insurance on **[his/her]** life.

8. *Retirement*

[[Name of party A]/[name of party B]]'s retirement benefits at **[employer]** that have accrued through the date of divorce will be divided **[percent]** percent to **[name of party A]** and **[percent]** percent to **[name of party B]**. A QDRO will be submitted to the Court for entry that contains the following particulars regarding the division of benefits: **[specify—see instruction box below]**.

All terms of the division should be included in the agreement; if they are not included, they are not awarded. See section 2.B.6. in form 23-6 in this manual. The language there presents examples only and must be modified for the actual division and different plan.

The following must be included:

- the full and accurate plan name (note that, for example, unless the participant works for Fidelity, “Fidelity 401(k)” is NOT the plan name);
- the precise method of division;
- the date of division (typically the date of the MSA or the divorce);
- all features (e.g., loans, survivor benefits) awarded; and
- who is responsible for the QDRO preparation and submission and all associated fees.

Special consideration for defined contribution plans: If gains and losses are not included, determine how to handle the shortfall if the amount available at segregation is less than the amount awarded. Will the QDRO award the alternate payee 100 percent of the account balance in this event? How will the deficiency be handled?

Special consideration for defined benefit plans: If the participant is already receiving a monthly benefit, will the participant have to pay the alternate payee the portion of the benefit between the date of divorce and the date the plan starts paying the alternate payee directly? If so, specify how, using enforceable language.

Repeat if applicable.

9. Spousal Maintenance

Parties should not include any provisions deviating from chapter 8 of the Family Code unless they want to exceed the amount of monthly spousal maintenance or the duration of spousal maintenance that a court may order without an agreement. Parties wanting to deviate from the termination grounds set forth in section 8.056 of the Family Code should use the alimony provisions instead, as that deviation may cause a court to find that the postdivorce support is not spousal maintenance, despite what the parties call it.

[[Name of party A]/[name of party B]] will pay spousal maintenance to [[name of party B]/[name of party A]] of [number] dollars (\$[amount]) per month for [number] months, beginning on [date], with each payment being due and payable on the [day of month] of each

month. The maintenance obligation will terminate earlier on the first occurrence of an event set forth in section 8.056 of the Texas Family Code.

The parties stipulate that under chapter 8 of the Texas Family Code, without an agreement of the parties, the maximum monthly spousal maintenance obligation the Court could order **[[name of party A]/[name of party B]]** to pay **[[name of party B]/[name of party A]]** is **[number]** dollars (\$**[amount]**) and the maximum duration of a spousal maintenance obligation the Court could order **[[name of party A]/[name of party B]]** to pay **[[name of party B]/[name of party A]]** is **[number]** months. **[Include if applicable: The parties understand that the Court may not enforce by contempt or income withholding any provision of an agreed order for maintenance that exceeds the amount of periodic support the Court could have ordered under chapter 8 of the Family Code or for any period of maintenance beyond the period of maintenance the Court could have ordered under that chapter.]**

This spousal maintenance obligation will be governed by the provisions of chapter 8 of the Texas Family Code and may be modified, enforced, or terminated only in accordance with those provisions.

10. *Alimony*

Select one of the following.

[[Name of party A]/[name of party B]] will pay contractual alimony to **[[name of party B]/[name of party A]]** of **[number]** dollars (\$**[amount]**) per month for **[number]** months, beginning on **[date]**, with each payment being due and payable on the **[day of month]** of each month. The alimony obligation will terminate earlier on the occurrence of one of the following events:

Or

[[**Name of party A**]/[**name of party B**]] will pay contractual alimony to [[**name of party B**]/[**name of party A**]] of [number] dollars (\$[amount]) per month until the earliest event set forth below, beginning on [date], with each payment being due and payable on the [day of month] of each month. The alimony obligation will terminate on the occurrence of one of the following events:

Continue with the following. The listed items are examples.

1. Death of [**name of party A**];
2. Death of [**name of party B**];
3. Remarriage of [[**name of party A**]/[**name of party B**]]; or
4. Cohabitation by [[**name of party A**]/[**name of party B**]] with another person with whom [[**name of party A**]/[**name of party B**]] has a dating or romantic relationship in a permanent place of abode on a continuing basis.

This alimony obligation is contractual in nature and will not be governed by the provisions of chapter 8 of the Texas Family Code and may not be modified, enforced, or terminated in accordance with those provisions.

11. Liabilities

1. [**Name of party A**] will pay the liabilities listed in Schedule C.
2. [**Name of party B**] will pay the liabilities listed in Schedule D.

12. Parenting Plan

The parties agree to the terms and provisions contained in the parenting plan required under Texas Family Code section 153.603, which is incorporated in this agreement as Exhibit [exhibit number/letter] attached to this agreement. [See form 16-1.]

13. Attorney's Fees and Costs

1. [Name of party A]'s attorney's fees will be paid by [[name of party A]/[name of party B]].
2. [Name of party B]'s attorney's fees will be paid by [[name of party A]/[name of party B]].
3. Costs will be paid by [[name of party A]/[name of party B]].

14. Other Provisions

The provisions of this Collaborative Law Settlement Agreement shall be effective immediately as a contract, shall supersede any temporary orders or other agreements of the parties with respect to the subject matter of this agreement, and shall serve as a partition of all property set forth in this agreement to the person to whom such property is awarded. All income from any property awarded in this agreement is partitioned to the person to whom the property is awarded. All earnings from each party are partitioned to the person providing the services giving rise to the earnings. These partitions are to be effective pursuant to section 4.102 of the Texas Family Code, and each party waives further disclosure of property and debts of the other pursuant to section 4.105 of the Texas Family Code.

The parties acknowledge that they each understand their right to have accountants, business and property evaluation specialists, appraisers, and other qualified people to further determine the nature and extent of their property and the property rights and values associated

therewith, and their liabilities and amounts thereof, and to conduct discovery through sworn inventories and appraisements, depositions, interrogatories, requests for admissions, requests for document production, obtaining any appraisals, expert opinions, and expert reports, or any other judicial remedies available.

The parties each represent that they are sufficiently aware of the property and liabilities of the marital estate to make an informed decision regarding settlement [**include if applicable:** , and they waive their right to further determine the nature and extent of the property and liabilities of the marital estate and to conduct discovery].

[Specify any other provisions of agreement.]

15. Release

Each party releases the other from all claims, demands, and causes of action each may have against the other, save and except those covenants, duties, and obligations set forth in this agreement.

Include 16. if applicable.

16. Full Disclosure

Each party represents that [he or she/he/she] has made a fair and reasonable disclosure to the other of the property and financial obligations known to [him or her/him/her].

17. Final Documents

1. The terms of this agreement will be incorporated in a decree and agreement incident to divorce that will follow the forms published in the current edition of *Texas Family Law Practice Manual*. The attorney for [[**name of party A**]/[**name of party B**]] will prepare the documents.

2. Other closing documents will be prepared by the attorney for the party who will benefit thereby, with such documents to follow the forms published in the current edition of *Texas Family Law Practice Manual*.

18. Disputes Regarding This Agreement

If any dispute arises with regard to the interpretation or performance of this agreement or any of its provisions, including the necessity and form of closing documents, the parties agree to try to resolve the dispute by phone conference with the collaborative law attorneys who facilitated this settlement.

ANY DISPUTES ARISING FROM THE DRAFTING OF THE DECREE OR CLOSING DOCUMENTS OR THE INTERPRETATION AND CLARIFICATION OF THIS AGREEMENT THAT CANNOT BE RESOLVED BY PHONE CONFERENCE AS SET FORTH ABOVE SHALL BE DECIDED BY BINDING ARBITRATION WITH [name] SERVING AS ARBITRATOR. Parties and/or counsel agree to notify [name], in writing, of their request for [his/her] services at least seven days prior to a court entry date and will deposit an additional [number] dollars (\$[amount]) per party toward the cost of those services before any arbitration services are rendered.

Any disputes regarding drafting shall be resolved whenever possible by reference to the current edition of *Texas Family Law Practice Manual*.

19. No Duress

Each party signing this Collaborative Law Settlement Agreement has entered into the settlement agreement freely and without duress.

20. Place of Performance

This agreement is made and is performable in [county] County, Texas, and must be construed in accordance with Texas law.

21. Court Appearance

The parties [**include if applicable:** and their respective attorneys] agree that, with no less than forty-eight hours' notice via e-mail, either Petitioner or Respondent [**include if applicable:** and [his/her/his or her] attorney] may appear in court for the purpose of presenting evidence and securing rendition of judgment in accordance with this Collaborative Law Settlement Agreement, and the parties agree that this Court may orally render judgment on such date, with the Agreed Decree of Divorce to be submitted on a date established by the Court. The parties waive the making of a record.

22. THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.

[Name of party]

Signed on: _____

[Name]

Attorney for [name of party]

Signed on: _____

[Name of party]

Signed on: _____

[Name]

Attorney for [name of party]

Signed on: _____

Attach all schedules mentioned in the agreement.
Attach the parenting plan if applicable.

Form 15-13

Amendment to Collaborative Law Participation Agreement

On [date] [name of party A] and [name of party B] entered into a Collaborative Law Participation Agreement. [Name of party A] was represented by [name of party A's attorney], and [name of party B] was represented by [name of party B's attorney].

On [date] [name of attorney] [was discharged/withdrew] from representation of [name of party], and on [date] [name of successor attorney] was retained by [name of party] as successor collaborative attorney.

By their signatures below, [name of party A] and [name of party B] reaffirm the Collaborative Law Participation Agreement signed on [date] and consent to continue the collaborative process. We hereby amend the agreement to identify [name of successor attorney] as attorney for [name of party].

This amendment is being signed no later than the thirtieth day after the date the notice of [name of attorney]'s [discharge/withdrawal] was sent to the parties.

SIGNED on _____.

[Name of party A]

[Name of party B]

By my signature below, I, **[name of successor attorney]**, confirm my representation of **[name of party]** in the collaborative process.

[Name of successor attorney]

Chapter 16

Parenting Plans, Parenting Coordinators, and Parenting Facilitators

Form 16-1	[Petitioner’s Proposed/Respondent’s Proposed/Petitioner’s and Respondent’s Agreed] Parenting Plan	3
Form 16-2	Checklist of Other Possible Parenting Plan Provisions	37
<i>[Forms 16-3 through 16-10 are reserved for expansion.]</i>		
Form 16-11	Motion for Appointment of Parenting [Coordinator/Facilitator/ Coordinator or Facilitator]	59
Form 16-12	Response to Motion for Appointment of Parenting [Coordinator/ Facilitator/Coordinator or Facilitator]	62
Form 16-13	Objection to Appointment of Parenting [Coordinator/Facilitator/ Coordinator or Facilitator]	64
Form 16-14	Order on Objection to Appointment of Parenting [Coordinator/ Facilitator/Coordinator or Facilitator]	66
Form 16-15	Objection to Appointment of Parenting [Coordinator/Facilitator/ Coordinator or Facilitator] Based on Family Violence	67
Form 16-16	Response to Objection to Appointment of Parenting [Coordinator/ Facilitator/Coordinator or Facilitator] Based on Family Violence	69
Form 16-17	Order on Objection to Appointment of Parenting [Coordinator/ Facilitator/Coordinator or Facilitator] Based on Family Violence	71
Form 16-18	Order Appointing Parenting Coordinator.	73
Form 16-19	Order Appointing Parenting Facilitator	77
Form 16-20	Motion to Remove Parenting [Coordinator/Facilitator].	83
Form 16-21	Motion of Parenting [Coordinator/Facilitator] to Be Removed.	86
Form 16-22	Order Removing Parenting [Coordinator/Facilitator]	88
Form 16-23	Parenting [Coordination/Facilitation] Services Information Sheet	90

Form 16-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**[Petitioner's Proposed/Respondent's Proposed/Petitioner's and
Respondent's Agreed] Parenting Plan**

(Check boxes as applicable)

[Agreed/Proposed] Parenting Plan of ☐ Party A ☐ Party B ☐ Both Parties

In this form, Party A is the party with the right to receive child support and has the position of managing conservator in the standard possession order. In the form, Party B pays child support and has the position of possessory conservator in the possession order.

Parties:

Party A's name: **[name of party A]**
 Party A's address: **[address of party A]**
 Party A's phone number: **[phone number of party A]**
 Party A's e-mail address: **[e-mail address of party A]**

Party B's name: **[name of party B]**
 Party B's address: **[address of party B]**
 Party B's phone number: **[phone number of party B]**
 Party B's e-mail address: **[e-mail address of party B]**

Attorneys:

Party A's attorney's name: **[name]**
 Party A's attorney's address: **[address]**

Party A's attorney's phone number: [phone number]
 Party A's attorney's fax number: [facsimile number]
 Party A's attorney's bar card number: [bar card number]
 Party A's attorney's e-mail address: [e-mail address]

Party B's attorney's name: [name]
 Party B's attorney's address: [address]
 Party B's attorney's phone number: [phone number]
 Party B's attorney's fax number: [facsimile number]
 Party B's attorney's bar card number: [bar card number]
 Party B's attorney's e-mail address: [e-mail address]

Amicus attorney's name: [name]
 Amicus attorney's address: [address]
 Amicus attorney's phone number: [phone number]
 Amicus attorney's fax number: [facsimile number]
 Amicus attorney's bar card number: [bar card number]
 Amicus attorney's e-mail address: [e-mail address]

Child[ren]:

Name	Date of Birth	Home State

(Attach another page for additional children)

Primary residence of child[ren]:

☐ [Name of party A] to designate within the following geographic area: _____

☐ [Name of party A] to designate without regard to geographic location

☐ Within the following geographic area, with neither party having the right to designate: _____ *[applicable only in agreed plan]*

[Name of party A] also has the right to receive and give receipt for periodic payments for the support of the child[ren] and to hold or disburse those funds for the benefit of the child[ren].

Child support to be paid by [name of party B] to [name of party A]

Amount to be paid on a monthly basis: \$ _____

To be paid ☐ weekly ☐ biweekly ☐ semimonthly ☐ monthly

Beginning date: _____

Income withholding order

☐ will be served

☐ will not be served unless [name of party B] is delinquent in payments

To be reduced as follows: *(complete as applicable)*

\$ _____ when any child is no longer eligible to receive child support

\$ _____ when another child is no longer eligible to receive child support

\$ _____ when another child is no longer eligible to receive child support

\$ _____ when another child is no longer eligible to receive child support

\$ _____ when another child is no longer eligible to receive child support

\$ _____ when another child is no longer eligible to receive child support

(Attach another page for additional reductions)

Health insurance for the child[ren]:

- ☐ [name of party A] ☐ [name of party B] will carry health insurance on the child[ren]
- ☐ [name of party B] ☐ [name of party A] will reimburse the other party for carrying health insurance on the child[ren]

Repeat for dental insurance if applicable.

Uninsured health-care expenses to be paid as follows: [percent] percent by [name of party A] and [percent] percent by [name of party B]

The rights and duties of the parties should be allocated as follows:

[Name of party A] should have the following rights at all times:

- ☐ the right to receive information from any other conservator of the child[ren] concerning the health, education, and welfare of the child[ren];
- ☐ 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];
- ☐ the right of access to medical, dental, psychological, and educational records of the child[ren];
- ☐ the right to consult with a physician, dentist, or psychologist of the child[ren];
- ☐ the right to consult with school officials concerning the child[ren]'s welfare and educational status, including school activities;
- ☐ the right to attend school activities, including school lunches, performances, and field trips;

- ☐ the right to be designated on the child[ren]'s records as a person to be notified in case of an emergency;
- ☐ 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
- ☐ the right to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by the parent's family or by the parent, other than by the community or joint property of the parents.

[Name of party B] should have the following rights at all times:

- ☐ the right to receive information from any other conservator of the child[ren] concerning the health, education, and welfare of the child[ren];
- ☐ 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];
- ☐ the right of access to medical, dental, psychological, and educational records of the child[ren];
- ☐ the right to consult with a physician, dentist, or psychologist of the child[ren];
- ☐ the right to consult with school officials concerning the child[ren]'s welfare and educational status, including school activities;
- ☐ the right to attend school activities, including school lunches, performances, and field trips;
- ☐ the right to be designated on the child[ren]'s records as a person to be notified in case of an emergency;
- ☐ 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
- ☐ the right to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by the parent's family or by the parent, other than by the community or joint property of the parents.

[Name of party A] and [name of party B] have the following duties by law:

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];

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 Texas 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. Notice of this information should be provided to the other conservator[s] 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. 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;

the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. Notice of this information should be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order;

the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. Notice of this information should be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued; and

the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. Notice of this information should be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued.

During [her/his] parenting times, [**name of party A**] should have the following rights and duties:

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

During [her/his] parenting times, [**name of party B**] should have the following rights and duties:

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

[**Name of party A**] should have the following rights:

- ☐ 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;

- ☐ 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];

- ☐ 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];

- ☐ 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;

- ☐ the
 - ☐ exclusive right
 - ☐ right, subject to the agreement of the other parent conservator,
 - ☐ independent right

to make decisions concerning the child[ren]'s education;

- ☐ 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];

- ☐ 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;

- ☐ the
 - ☐ exclusive right
 - ☐ right, subject to the agreement of the other parent conservator,

to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

- ☐ 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 the community or joint property of the parents.

[Name of party B] should have the following rights:

- ☐ 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;

- ☐ 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];

- ☐ 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];

- ☐ 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;

☐ the

☐ exclusive right

☐ right, subject to the agreement of the other parent conservator,

☐ independent right

to make decisions concerning the child[ren]'s education;

☐ 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];

☐ 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;

☐ the

☐ exclusive right

☐ right, subject to the agreement of the other parent conservator,

to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

☐ 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 the community or joint property of the parents.

[[**Name of party A**]/[**Name of party B**]] should have the exclusive right and duty to prepare and file income tax returns for the child[ren]'s estate[s].

The following should be ordered by the court to optimize the development of a close and continuing relationship between each parent and the child[ren]:

Parenting Time with Child[ren]
(Please check boxes for requested periods)

When [**name of party B**] resides 100 miles or less from the primary residence of the child[ren], that party shall have parenting time with the child[ren] as follows:

a. Weekends

Weekends during school term—on weekends that occur during the regular school term, beginning on the first, third, and fifth Friday of each month at:

- ☐ 6:00 P.M. –OR–
- ☐ the time the child[ren]'s school is regularly dismissed –OR–
- ☐ other time after school dismissal: _____ .M.

and ending at:

- ☐ 6:00 P.M. on the following Sunday –OR–
- ☐ the time the child[ren]’s school resumes after the weekend –OR–
- ☐ other time before school resumes: _____

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

- ☐ other weekend times: _____

If a weekend period of parenting time begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, that weekend period of parenting time shall begin on Thursday at:

- ☐ 6:00 P.M. –OR–
- ☐ the time the child[ren]’s school is regularly dismissed –OR–
- ☐ other time after school dismissal: _____ .M.

If a weekend period of parenting time begins on a federal, state, or local holiday that falls on a Friday during the summer months when school is not in session, that weekend period of parenting time shall begin on Thursday at:

- ☐ 6:00 P.M. –OR–
- ☐ other time: _____ .M.

If a weekend period of parenting time ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of parenting time shall end at:

☐ 6:00 P.M. on the Monday holiday or student holiday or teacher in-service day
–OR–

☐ 6:00 P.M. on the Monday holiday or at the time the child[ren]’s school resumes after the student holiday or teacher in-service day –OR–

☐ 8:00 A.M. on Tuesday –OR–

☐ other time: _____

b. Weekdays

On Thursday of each week during the regular school term, beginning at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]’s school is regularly dismissed –OR–

☐ other time after school dismissal: _____ .M.

and ending at:

☐ 8:00 P.M. –OR–

☐ the time the child[ren]’s school resumes on Friday

–OR–

On ☐ Tuesday –OR– ☐ Wednesday of each week during the regular school term,
beginning at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]’s school is regularly dismissed –OR–

☐ other time after school dismissal: _____.M.

and ending at:

☐ 8:00 P.M. –OR–

☐ the time the child[ren]’s school resumes the next morning

c. Spring Vacation in Even-Numbered Years—beginning on the day the child[ren]’s
school is dismissed at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]’s school is dismissed –OR–

☐ other time after school dismissal: _____.M.

and ending at:

☐ 6:00 P.M. on the day before school resumes after that vacation –OR–

☐ the time the child[ren]’s school resumes after that vacation –OR–

☐ other time before school resumes: _____

d. Summers

With written notice to the other parent by April 1:

☐ thirty days during the summer, 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 parenting time do not interfere with Father's Day possession]. These periods of parenting time shall begin and end at 6:00 P.M. on each applicable day. –OR–

☐ other periods of summer parenting time: _____

If written notice is not given by April 1 of a year specifying an extended period or periods of summer parenting time for that year, summer parenting time for that year:

☐ shall begin at 6:00 P.M. on July 1 and end at 6:00 P.M. on July 31 –OR–

☐ other thirty-day period during the summer months: _____

[Name of party A] shall have a superior right of parenting time with the child[ren] as follows:

a. Spring Vacation in Odd-Numbered Years—beginning on the day the child[ren]'s school is dismissed at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]'s school is dismissed –OR–

☐ other time after school dismissal: _____ .M.

and ending at:

- ☐ 6:00 P.M. on the day before school resumes after that vacation –OR–
- ☐ the time the child[ren]’s school resumes after that vacation –OR–
- ☐ other time before school resumes: _____

b. Summer Weekend Parenting Time

- ☐ With written notice to the other parent by April 15, on any one weekend during any one period of the other parent’s period of extended summer parenting time, beginning at 6:00 P.M. on Friday and ending at 6:00 P.M. on Sunday, provided that the parent picks up the child from the other parent and returns the child to the same place [**include if applicable:** and that the weekend selected does not interfere with Father’s Day possession]. –OR–
- ☐ other times: _____

c. Extended Summer Parenting Time

- ☐ With written notice to the other parent by April 15 or fourteen days’ written notice on or after April 16, the 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 parenting time of the other parent shall not take place in that year, provided that the weekend so designated does not interfere with the other parent’s period or periods of extended summer parenting time [**include if applicable:** or with Father’s Day possession]. –OR–
- ☐ other times: _____

☐ other summer arrangements: _____

When **[name of party B]** resides more than 100 miles from the primary residence of the child[ren], that party shall have parenting time with the child[ren] as follows:

a. Weekends

Select one of the following provisions, depending on the distance between the present residence of party B and that of the child[ren]

☐ **[Name of party B]** is currently residing 100 miles or less from the primary residence of the child[ren]. If that situation changes, within ninety days after **[name of party B]** begins to reside more than 100 miles from the primary residence of the child[ren] **[name of party B]** shall give notice to **[name of party A]** specifying which option for weekend parenting time **[name of party B]** will exercise. At that time, **[name of party B]** may select either Option One or Option Two.

*Complete Option One **and** Option Two*

Option One:

On weekends, beginning on the first, third, and fifth Friday of each month at:

☐ 6:00 P.M. –OR–

☐ other time: _____.M.

and ending at:

☐ 6:00 P.M. on the following Sunday –OR–

☐ other time: _____

Option Two:

Not more than one weekend per month of **[name of party B]**'s choice, with fourteen days' notice to **[name of party A]** preceding each chosen weekend, beginning on the day school recesses for the weekend at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]'s school is regularly dismissed –OR–

☐ other time after school dismissal: _____.M.

and ending at:

☐ 6:00 P.M. on the day before school resumes after the weekend –OR–

☐ the time the child[ren]'s school resumes after the weekend –OR–

☐ other time before school resumes: _____

The weekend chosen should not conflict with provisions regarding Christmas, Thanksgiving, a child's birthday, or [Mother's/Father's] Day possession.

–OR–

☐ **[Name of party B]** is currently residing more than 100 miles from the primary residence of the child[ren]. **[Name of party B]** shall have weekend parenting time with the child[ren] as follows:

Select and complete Option One or Option Two

Option One:

On weekends, beginning on the first, third, and fifth Friday of each month at:

☐ 6:00 P.M. –OR–

☐ other time: _____.M.

and ending at:

☐ 6:00 P.M. on the following Sunday –OR–

☐ other time: _____

–OR–

Option Two:

Not more than one weekend per month of **[name of party B]**'s choice, with fourteen days' notice to **[name of party A]** preceding each chosen weekend, beginning on the day school recesses for the weekend at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]'s school is regularly dismissed –OR–

☐ other time after school dismissal: _____.M.

and ending at:

☐ 6:00 P.M. on the day before school resumes after the weekend –OR–

☐ the time the child[ren]'s school resumes after the weekend –OR–

☐ other time before school resumes: _____

The weekend chosen should not conflict with provisions regarding Christmas, Thanksgiving, a child's birthday, or **[Mother's/Father's]** Day possession.

b. Weekend Possession Extended by a Holiday

If a weekend period of parenting time begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, that weekend period of parenting time shall begin on Thursday at:

- ☐ 6:00 P.M. –OR–
- ☐ the time the child[ren]’s school is regularly dismissed –OR–
- ☐ other time after school dismissal: _____.M.

If a weekend period of parenting time begins on a federal, state, or local holiday that falls on a Friday during the summer months when school is not in session, that weekend period of parenting time shall begin on Thursday at:

- ☐ 6:00 P.M. –OR–
- ☐ other time: _____.M.

If a weekend period of parenting time ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of parenting time shall end at:

- ☐ 6:00 P.M. on the Monday holiday or student holiday or teacher in-service day –OR–
- ☐ 6:00 P.M. on the Monday holiday or at the time the child[ren]’s school resumes after the student holiday or teacher in-service day –OR–
- ☐ 8:00 A.M. on Tuesday –OR–

☐ other time: _____

- c. Spring Vacation Every Year—beginning on the day the child[ren]’s school is dismissed for the school’s spring vacation at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]’s school is dismissed –OR–

☐ other time after school dismissal: _____ .M.

and ending at:

☐ 6:00 P.M. on the day before school resumes after that vacation –OR–

☐ the time the child[ren]’s school resumes after that vacation –OR–

☐ other time before school resumes: _____

- d. Summers

With written notice to the other parent by April 1:

☐ forty-two days during the summer, 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 parenting time do not interfere with Father’s Day possession]. These periods of parenting time shall begin and end at 6:00 P.M. on each applicable day –OR–

☐ other periods of summer parenting time: _____

If written notice is not given by April 1 of a year specifying an extended period or periods of summer parenting time for that year, summer parenting time for that year:

☐ shall begin at 6:00 P.M. on June 15 and end at 6:00 P.M. on July 27 –OR–

☐ other forty-two-day period during the summer months: _____

When [name of party B] resides more than 100 miles from the primary residence of the child[ren], [name of party A] shall have a superior right of parenting time with the child[ren] as follows:

a. Summer Weekend Parenting Time

☐ With written notice to the other parent by April 15, on any one weekend during any one period of the other parent's period of extended summer parenting time, beginning at 6:00 P.M. on Friday and ending at 6:00 P.M. on the following Sunday, provided that if a period of parenting time by the other parent in that year exceeds thirty days, the parent may have parenting time with the child[ren] under the terms of this provision on any two nonconsecutive weekends during that period, and provided that the parent picks up the child[ren] from the other parent and returns the child[ren] to the same place [include if applicable: and that no weekend selected interferes with Father's Day possession].

–OR–

☐ other times: _____

b. Extended Summer Parenting Time

- ☐ With written notice to the other parent by April 15, the parent 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 the other parent shall not have parenting time with the child[ren], provided that the period or periods so designated do not interfere with the other parent's period or periods of extended summer parenting time [**include if applicable:** or with Father's Day possession]. These periods of possession shall begin and end at 6:00 P.M. on each applicable day. –OR–

- ☐ other times: _____

- ☐ other summer arrangements: _____

Holidays Unaffected by Distance:

a. Christmas Holidays in Even-Numbered Years

[**Name of party B**] shall have parenting time with the child[ren] beginning on the day the child[ren] are dismissed from school for the Christmas school vacation at:

- ☐ 6:00 P.M. –OR–

- ☐ the time the child[ren]'s school is dismissed –OR–

☐ other time after school dismissal: _____.M.

and ending at:

☐ noon on December 28 –OR–

☐ _____.M. on December _____

[Name of party A] shall have parenting time with the child[ren] beginning at:

☐ noon on December 28 –OR–

☐ _____.M. on December _____

and ending at:

☐ 6:00 P.M. on the day before school resumes after that Christmas school vacation –OR–

☐ _____.M. on _____

b. Christmas Holidays in Odd-Numbered Years

[Name of party A] shall have parenting time with the child[ren] beginning on the day the child[ren] are dismissed from school for the Christmas school vacation at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]’s school is dismissed –OR–

☐ other time after school dismissal: _____. M.

and ending at:

☐ noon on December 28 –OR–

☐ _____ . M. on December _____

[Name of party B] shall have parenting time with the child[ren] beginning at:

☐ noon on December 28 –OR–

☐ _____ . M. on December _____

and ending at:

☐ 6:00 P.M. on the day before school resumes after that Christmas school vacation –OR–

☐ the time the child[ren]’s school resumes after that Christmas school vacation –OR–

☐ _____ . M. on _____

c. Thanksgiving in Odd-Numbered Years

[Name of party B] shall have parenting time with the child[ren] in odd-numbered years beginning on the day the child[ren]’s school is dismissed for the Thanksgiving holiday at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]’s school is dismissed –OR–

☐ other time after school dismissal: _____ . M.

and ending at:

☐ 6:00 P.M. on the Sunday following Thanksgiving –OR–

☐ the time the child[ren]’s school resumes after that Thanksgiving holiday –OR–

☐ other time before school resumes: _____

d. Thanksgiving in Even-Numbered Years

[Name of party A] shall have parenting time with the child[ren] in even-numbered years beginning on the day the child[ren]'s school is dismissed for the Thanksgiving holiday at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]'s school is dismissed –OR–

☐ other time after school dismissal: _____ . M.

and ending at:

☐ 6:00 P.M. on the Sunday following Thanksgiving –OR–

☐ the time the child[ren]'s school resumes after that Thanksgiving holiday –OR–

☐ other time before school resumes: _____

e. Child's Birthday

If a parent is not otherwise entitled to present parenting time with a child on the child's birthday, that parent shall have parenting time with the child

☐ [check if desired] and the child's minor sibling[s]

on the child's birthday beginning at 6:00 P.M. and ending at 8:00 P.M. on that day, provided that the parent picks up the child[ren] from the other parent's residence and returns the child[ren] to that same place.

If the parents are of the same sex, provisions regarding Mother's Day and Father's Day must be adjusted. Suggested alternatives are—

1. Assign one party Mother's Day weekend and the other party Father's Day weekend, and alternate these two weekends each year.
2. Split Father's Day and Mother's Day in half, giving each party half the day. If this alternative is chosen, other adjustments will need to be made throughout the provisions for parenting time.

f. Father's Day

Father shall have parenting time with the child[ren] each year beginning on the Friday preceding Father's Day at:

☐ 6:00 P.M. —OR—

☐ other time: _____. M.

and ending at:

☐ 6:00 P.M. on Father's Day —OR—

☐ 8:00 A.M. on the Monday after Father's Day weekend —OR—

☐ other time: _____

—OR—

☐ Father shall have parenting time with the child[ren] on Father's Day from _____ A.M. until _____ P.M.

If Father is not otherwise entitled to present parenting time, he shall pick up the child[ren] from Mother's residence and return the child[ren] to that same place.

g. Mother's Day

Mother shall have parenting time with the child[ren] each year beginning on the Friday preceding Mother's Day at:

☐ 6:00 P.M. –OR–

☐ the time the child[ren]’s school is regularly dismissed –OR–

☐ other time: _____. M.

and ending at:

☐ 6:00 P.M. on Mother’s Day –OR–

☐ the time the child[ren]’s school resumes after Mother’s Day –OR–

☐ other time: _____. M.

–OR–

☐ Mother shall have parenting time with the child[ren] on Mother’s Day from
_____ A.M. until _____ P.M.

If Mother is not otherwise entitled to present parenting time, she shall pick up the child[ren] from Father’s residence and return the child[ren] to that same place.

h. Other Periods

[Name of party A] shall have parenting time with the child[ren]: _____

[Name of party B] shall have parenting time with the child[ren]: _____

i. Periods of Electronic Parenting Time

[Name of party A] shall have electronic parenting time with the child[ren] as follows: _____

[Name of party B] shall have electronic parenting time with the child[ren] as follows: _____

See form 16-2 for other parenting time possibilities.

[Name of party A] shall have parenting time with the child[ren] at all times not assigned to [name of party B].

General Rules Regarding Parenting Times

At the beginning of a parenting time, [name of party B] shall pick up the child[ren]:

☐ at the residence of [name of party A] –OR–

☐ at the following location: _____

and [name of party A] shall surrender the child to [name of party B] at that time.

If a parenting time begins at the end of a child's school day, [name of party B] shall pick up the child:

☐ at the child's school –OR–

☐ at the location where the school bus takes the child –OR–

☐ at the following after-school care location: _____

or if school is not in session on that day, at the following location: _____

and **[name of party A]** shall surrender the child to **[name of party B]** under these circumstances.

If the child will not be in school on the day the parenting time begins, **[name of party A]** shall notify **[name of party B]** in advance.

At the end of [his/her] parenting time, **[name of party B]** shall:

- ☐ surrender the child[ren] to **[name of party A]** at **[name of party B]**'s residence –OR–
- ☐ return the child[ren] to **[name of party A]**'s residence, except that if **[name of party A]** and **[name of party B]** live in the same county at the time an order is rendered and **[name of party B]** remains in the county but **[name of party A]** moves out of the county, then, beginning on the date **[name of party A]** moves, **[name of party B]** shall surrender the children to **[name of party A]** at the residence of **[name of party B]**.

If **[name of party B]**'s parenting time ends at the time a child's school resumes, **[name of party B]** shall deliver the child:

- ☐ to school in time for the beginning of the child's school day –OR–
- ☐ to **[name of party A]**'s residence at _____. M.

or, if school is not in session on that day, to the following location: _____

_____ at _____.M.

If **[name of party B]**'s parenting time ends at the time a child's school resumes and for any reason the child is not or will not be returned to school, **[name of party B]** should immediately notify

- ☐ the school

☐ [name of party A]

☐ the following person: _____

that the child will not be or has not been returned to school.

If a child brings personal effects from one party's residence to another for parenting time, the party to whose residence the personal effects were brought

☐ shall ☐ needn't

ensure that the child returns to the other party's residence with the personal effects that were brought.

A party may designate [any competent adult/[specify person[s]]] to pick up and return the child, as applicable.

[Name of party B] should notify [name of party A] on each occasion that [name of party B] will be unable to exercise a period of [name of party B]'s parenting time.

[Name of party A] should notify [name of party B] on each occasion that [name of party A] will be unable to exercise a period of [name of party A]'s parenting time.

See form [16-2](#) for examples of other possible provisions.

Include the following if applicable.

Future Disagreements

If future disagreement arises between the parents regarding this parenting plan, before the parties go to court, except in an emergency, they shall use the following dispute resolution process or other dispute resolution process:

☐ Collaborative law

☐ Mediation

☐ Nonbinding arbitration

☐ Binding arbitration

☐ Parenting coordinator

☐ Parenting facilitator

☐ (Other) _____

If the parenting plan is agreed, include the following statement of agreement and signature lines.

Agreement of Parties

We have agreed to the foregoing parenting plan and request the Court to make the plan an order of the Court.

[Name of party A]

[Name of party B]

[Name]
Attorney for [name of party A]

[Name]
Attorney for [name of party B]

Include the following if the parenting plan is not agreed.

Certificate of Service

I certify that a copy of this parenting plan has been delivered to counsel for the other party in accordance with rule 21a of the Texas Rules of Civil Procedure on [date] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]].

[Name]

Attorney for **[name]**

Form 16-2

Checklist of Other Possible Parenting Plan Provisions

Exhibit "A"

This document is to be used only as a checklist memorandum of the parents' preferred options regarding a parenting plan. It is not a legal document and should not be signed by the parties as a binding agreement. It is not effective until an agreed parenting plan is entered with court approval incorporating its terms. The parties are advised that they should have the terms reviewed by a lawyer before they execute an agreed parenting plan.

We have also entered into the following agreements regarding our child[ren]:

Other HolidaysHalloween:

- ☐ defined as ____ ☐ A.M. ☐ P.M. to ____ ☐ A.M. ☐ P.M. on Halloween day.
- ☐ defined as _____
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Halloween every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Halloween in even-numbered years and
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Halloween in odd-numbered years.

Memorial Day Weekend:

- ☐ defined as the Friday before the last Monday in May at ____ ☐ A.M. ☐ P.M. to the following Monday ____ at ☐ A.M. ☐ P.M.
- ☐ defined as _____
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Memorial Day weekend every year.

- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Memorial Day weekend in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Memorial Day weekend in odd-numbered years.

Labor Day Weekend:

- ☐ defined as the Friday before the first Monday in September at ____ ☐ A.M. ☐ P.M. to the following Monday ____ at ☐ A.M. ☐ P.M.
- ☐ defined as _____
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Labor Day weekend every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Labor Day weekend in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Labor Day weekend in odd-numbered years.

Christmas Eve:

- ☐ defined as ____ ☐ A.M. ☐ P.M. on December 24 to ____ ☐ A.M. ☐ P.M. on December [24/25].
- ☐ defined as _____
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Christmas Eve every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Christmas Eve in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Christmas Eve in odd-numbered years.

Epiphany:

- ☐ defined as ____ ☐ A.M. ☐ P.M. to ____ ☐ A.M. ☐ P.M. on January 6.
- ☐ defined as ____ ☐ A.M. ☐ P.M. to ____ ☐ A.M. ☐ P.M. on January 6 if January 6 is a Sunday or otherwise on the Sunday immediately following January 6.
- ☐ defined as _____
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Epiphany every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Epiphany in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Epiphany in odd-numbered years.

Ash Wednesday:

- ☐ defined as ____ ☐ A.M. ☐ P.M. to ____ ☐ A.M. ☐ P.M. on Ash Wednesday.
- ☐ defined as _____
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Ash Wednesday every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Ash Wednesday in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Ash Wednesday in odd-numbered years.

Palm Sunday:

- ☐ defined as ____ ☐ A.M. ☐ P.M. to ____ ☐ A.M. ☐ P.M. on Palm Sunday.
- ☐ defined as _____
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Palm Sunday every year.

☐ ☐ [Name of party A] ☐ [Name of party B] shall have Palm Sunday in even-numbered years and

☐ [Name of party A] ☐ [Name of party B] shall have Palm Sunday in odd-numbered years.

Easter:

☐ defined as _____ ☐ A.M. ☐ P.M. on [Maundy Thursday/Good Friday/Holy Saturday/Easter Sunday] to _____ ☐ A.M. ☐ P.M. on Easter Sunday.

☐ defined as _____

☐ ☐ [Name of party A] ☐ [Name of party B] shall have Easter every year.

☐ ☐ [Name of party A] ☐ [Name of party B] shall have Easter in even-numbered years and

☐ [Name of party A] ☐ [Name of party B] shall have Easter in odd-numbered years.

Day of Pentecost:

☐ defined as _____ ☐ A.M. ☐ P.M. to _____ ☐ A.M. ☐ P.M. on the day of Pentecost.

☐ defined as _____

☐ ☐ [Name of party A] ☐ [Name of party B] shall have the day of Pentecost every year.

☐ ☐ [Name of party A] ☐ [Name of party B] shall have the day of Pentecost in even-numbered years and

☐ [Name of party A] ☐ [Name of party B] shall have the day of Pentecost in odd-numbered years.

All Saints' Day:

☐ defined as _____ ☐ A.M. ☐ P.M. to _____ ☐ A.M. ☐ P.M. on November 1.

- ☐ defined as ____ ☐ A.M. ☐ P.M. to ____ ☐ A.M. ☐ P.M. on November 1 if November 1 is a Sunday or otherwise on the Sunday immediately following November 1.
- ☐ defined as _____
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have All Saints' Day every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have All Saints' Day in even-numbered years and
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have All Saints' Day in odd-numbered years.

[Name of holy day]:

- ☐ defined as ____ ☐ A.M. ☐ P.M. to ____ ☐ A.M. ☐ P.M. on [name of holy day].
- ☐ defined as ____ ☐ A.M. ☐ P.M. to ____ ☐ A.M. ☐ P.M. on [name of holy day] if that day is a Sunday or otherwise on the Sunday immediately following [name of holy day].
- ☐ defined as _____
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have [name of holy day] every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have [name of holy day] in even-numbered years and
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have [name of holy day] in odd-numbered years.

Rosh Hashanah (First Day):

- ☐ defined as beginning at [4:00 P.M./[time]] on the day Rosh Hashanah begins and ending at [9:00 P.M./[time]] the following day.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the first day of Rosh Hashanah every year.

- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the first day of Rosh Hashanah in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have the first day of Rosh Hashanah in odd-numbered years.

Rosh Hashanah (Second Day):

- ☐ defined as beginning at [9:00 P.M./[time]] on the day the first day of Rosh Hashanah ends and ending at [9:00 P.M./[time]] the following day.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the second day of Rosh Hashanah every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the second day of Rosh Hashanah in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have the second day of Rosh Hashanah in odd-numbered years.

Yom Kippur:

- ☐ defined as beginning at [4:00 P.M./[time]] on the day Yom Kippur begins and ending at [9:00 P.M./[time]] the following day.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Yom Kippur every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Yom Kippur in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Yom Kippur in odd-numbered years.

Sukkot (First Day):

- ☐ defined as beginning at [4:00 P.M./[time]] on the day Sukkot begins and ending at [9:00 P.M./[time]] the following day.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the first day of Sukkot every year.

- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the first day of Sukkot in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have the first day of Sukkot in odd-numbered years.

Sukkot (Second Day):

- ☐ defined as beginning at [9:00 P.M./[time]] on the day the first day of Sukkot ends and ending at [9:00 P.M./[time]] the following day.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the second day of Sukkot every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the second day of Sukkot in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have the second day of Sukkot in odd-numbered years.

Shemini Atzeret:

- ☐ defined as beginning at [4:00 P.M./[time]] on the day Shemini Atzeret begins and ending at [4:00 P.M./[time]] the following day.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Shemini Atzeret every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Shemini Atzeret in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Shemini Atzeret in odd-numbered years.

Simchat Torah:

- ☐ defined as beginning at [4:00 P.M./[time]] on the day Simchat Torah begins and ending at [9:00 P.M./[time]] the following day.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Simchat Torah every year.

- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Simchat Torah in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Simchat Torah in odd-numbered years.

Hanukkah:

- ☐ defined as beginning at [4:00 P.M./[time]] on the day Hanukkah begins and ending at [9:00 P.M./[time]] the following day.
- ☐ defined as beginning at [4:00 P.M./[time]] on the day Hanukkah begins and ending at [9:00 P.M./[time]] eight days later.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Hanukkah every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Hanukkah in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Hanukkah in odd-numbered years.

Purim:

- ☐ defined as beginning at [4:00 P.M./[time]] on the day Purim begins and ending at [9:00 P.M./[time]] the following day.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Purim every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Purim in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Purim in odd-numbered years.

Passover (First Seder):

- ☐ defined as beginning at [4:00 P.M./[time]] on the day of the first Passover Seder and ending at [4:00 P.M./[time]] the following day.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the first Passover Seder every year.

- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the first Passover Seder in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have the first Passover Seder in odd-numbered years.

Passover (Second Seder):

- ☐ defined as beginning at [4:00 P.M./[time]] on the day of the second Passover Seder and ending at [4:00 P.M./[time]] the following day.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the second Passover Seder every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the second Passover Seder in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have the second Passover Seder in odd-numbered years.

Eid al-Fitr:

- ☐ defined as beginning at [6:00 P.M./[time]] on the last day of Ramadan and ending at [6:00 P.M./[time]] the second day of Eid al-Fitr.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Eid al-Fitr every year.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Eid al-Fitr in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Eid al-Fitr in odd-numbered years.

Eid al-Adha:

- ☐ defined as beginning at [6:00 P.M./[time]] on the day before Eid al-Adha begins and ending at [6:00 P.M./[time]] the second day of Eid al-Adha.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Eid al-Adha every year.

- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have Eid al-Adha in even-numbered years and
- ☐ [Name of party A] ☐ [Name of party B] shall have Eid al-Adha in odd-numbered years.

Parent's Birthday:

- ☐ When it is a parent's birthday, the birthday parent shall have that parent's celebration during that parent's regularly scheduled time with the child[ren].
- ☐ When it is a parent's birthday, the birthday parent shall be entitled to have the child[ren] for up to three hours for a celebration on the birthday and shall give notice to the other parent of the birthday parent's plan to exercise this option at least three days in advance.
- ☐ Other: _____
- _____

Choice of School(s)

The child[ren] shall be enrolled in the following programs:

- ☐ Child care _____
- ☐ Preschool _____
- ☐ Elementary school _____
- ☐ Middle/junior high school _____
- ☐ High school _____
- ☐ Before or after school at _____
- ☐ Study abroad _____
- ☐ Summer school _____

- ☐ Special education or tutoring _____
- ☐ No changes in enrollment or participation shall be made without the consent of both parents.
- ☐ If the child[ren] [is/are] no longer eligible to attend an educational program in which the child[ren] [is/are] enrolled, ☐ [Name of party A] ☐ [Name of party B] shall have the responsibility to decide what program will be substituted, and the other parent will be given the right to attend and be informed of any pertinent meetings or testing related to the change in educational programs.

Participation in Educational Activities and Decisions

- ☐ Both parents shall provide the leaders of the educational programs and activities attended by the child[ren] with stamped, self-addressed envelopes sufficient for mailing copies of all communications during the year, if that is necessary to receive notices of events and report cards. If the program fails to agree to send separate notices, ☐ [name of party A] ☐ [name of party B] will notify the other parent of school events and activities and will provide copies of report cards within ____ days of receipt.
- ☐ Both parents shall be informed of any school trips and activities in which parental participation is permitted and ☐ both parents shall attend, if they both desire to attend –OR– ☐ the parents shall alternate, with [name of party A] attending the first activity day in even-numbered years and [name of party B] attending the first activity day in odd-numbered years.
- ☐ At the beginning of a child's senior year, [name of party A] and [name of party B] will discuss with the child and consult with each other with respect to the post-high school education of the child, and [name of party A] and [name of party B] will discuss and attempt to come to an agreement on the costs, if not otherwise determined.

- ☐ [Name of party A] and [name of party B] agree to the following about college education of the child[ren]:
-

Educational Expenses

- ☐ ☐ [Name of party A] shall pay _____% and ☐ [Name of party B] shall pay _____% of the cost of:
- ☐ Private school tuition
 - ☐ Private school room and board
 - ☐ All other expenses associated with school activities including:
 - ☐ uniforms ☐ class trips ☐ activity fees ☐ book fees
 - ☐ fees for AP classes ☐ transportation.
- ☐ The provision of education expenses will be considered child support and enforceable as such.

Extracurricular Activities

- ☐ The parents agree not to give permission to the child[ren] to engage in social activities that occur while the child[ren] [is/are] with the other parent.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the right to enroll the child[ren] in _____ (number) extracurricular activities (including without limitation sports teams, music lessons, scouts, and the like) that may occur partially while the child[ren] [is/are] with the other parent, and the other parent agrees to make that parent's best efforts to get the child[ren] to and from those activities during that time.

- ☐ The parents shall agree before enrolling the child[ren] in extracurricular activities that may occur partially while the child[ren] [is/are] with the other parent, and, if the parents are agreed, they shall make their best efforts to get the child[ren] to and from those activities when the child[ren] [is/are] with that parent.
- ☐ Each parent shall make a good-faith effort to give information to the other parent about events and activities in the child[ren]'s life like school programs, concerts, award ceremonies, plays, sports events, and other events or activities in which the child[ren] [is/are] participating.
- ☐ Both parents will encourage the child[ren] to engage in the following extracurricular activities:
- Activities for _____ (child's name): _____
- Activities for _____ (child's name): _____
- Activities for _____ (child's name): _____
- ☐ Extracurricular expenses shall be paid by:
- ☐ [Name of party A]
- ☐ [Name of party B]
- ☐ Split as follows: ____% by [name of party A] and ____% by [name of party B]
- ☐ The parent who enrolled the child

Health Care

- ☐ The child[ren] will be cared for by the following health-care providers:

Physician: _____

Dentist: _____

Orthodontist: _____

Therapist: _____

Other: _____

- ☐ Each parent will deliver the medications of the child[ren] to the other parent at the beginning of the other parent's parenting time, unless the medications have been divided by the pharmacist into two containers that provide appropriate dosages and administrations to cover the time with each parent or unless two prescriptions can be obtained.
- ☐ Each parent will inform the other of regular health-care appointments in advance, and both may attend.

Religious Upbringing

The parents acknowledge the right of each parent to freely exercise that parent's religion of choice with the child[ren].

- ☐ Each parent will notify the other of any significant event in the religious life of the child[ren], and the parents shall both be given the opportunity to attend.
- ☐ Before any change in the religious affiliation of a child, the parents will consult in advance, discuss the change with the child, and attempt to reach an agreement with respect to such a change.
- ☐ If there is no agreement to change the religious affiliation of the child[ren], each parent will decide what religious activities and practices the child[ren] will participate in during that parent's parenting time periods.

Summer Camp

- ☐ The parents agree not to enroll the child[ren] in summer camp(s) that occur while the child[ren] [is/are] with the other parent.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have the right to enroll the child[ren] in summer camp as long as it does not interfere with the other parent's extended summer possession.

- ☐ The parents shall agree before enrolling the child[ren] in summer camp.
- ☐ Summer camp expenses shall be paid by:
 - ☐ [Name of party A]
 - ☐ [Name of party B]
 - ☐ Split as follows: ____% by [name of party A] and ____% by [name of party B]
 - ☐ The parent who enrolled the child

Communication with the Child[ren] While with Other Parent

- ☐ The child[ren] may telephone and e-mail the other parent whenever the child[ren] want[s].
- ☐ The child[ren] may telephone the other parent at the following times:
_____ –OR– ☐ at least _____ times a week.
- ☐ The parent who is not with the child[ren] shall make an effort to talk at least _____ times a ☐ week ☐ month by calling the child[ren] at reasonable times.
- ☐ The parent who is with the child[ren] shall make the child[ren] available by telephone from _____ to _____ ☐ each day –OR– ☐ _____ so that the other parent may talk to the child[ren].
- ☐ If a message is left from the parent who is not with the child[ren], the other parent shall assist the child[ren] in returning the call.
- ☐ Reasonable times to call the child[ren] at the other parent's home are:
 - ☐ between 8 A.M. and 8 P.M.
 - ☐ between _____ ☐ A.M. ☐ P.M. and _____ ☐ A.M. ☐ P.M.

- ☐ Telephone calls and other communication shall not be monitored by the other parent unless either believes in good faith that a child is having a problem, in which case the parent shall advise the other parent that the call or other communication is being monitored.
- ☐ Telephone contact with the other parent shall not exceed _____ minutes in a 24-hour time frame.

Right of First Refusal

- ☐ If a parent will be absent for more than _____ while the child[ren] [is/are] in that parent's care, then that parent shall notify the other parent, and the other parent will have the right to care for the child[ren] during that absence.
- ☐ However, this right of first refusal is not required to be offered if the child[ren]'s care is being provided by _____.

Child Care

- ☐ Subject to any right of first refusal, each parent shall be responsible for that parent's own temporary babysitting arrangements, when such care is provided, as long as the following conditions are met:
 - ☐ Each parent shall inform the other parent from time to time of the contact information for any and all persons or programs who may provide care for the child[ren].
 - ☐ Each parent has the right to communicate with the person who is providing care for the child[ren].
 - ☐ The following shall not be allowed to provide child care for the child[ren]: babysitters under the age of _____ and _____.

Extended Family

- ☐ If either parent becomes incapacitated or dies, the other parent shall ensure that the child[ren] continue to have contact with the extended family of that parent, including the following: _____

Exceptions: _____

Morality Clause

- ☐ The parents agree that no person, other than a spouse, with whom the parent is involved in an intimate relationship shall spend the night when the child[ren] [is/are] in the parent's care, unless

_____ (insert acceptable conditions).

Behavioral Management

- ☐ The parents agree to use the following strategies for managing the child[ren]'s behavior: _____
- ☐ Each will inform the other by means of a written list of the basic expectations for behavior (house rules) with which the child[ren] [is/are] expected to comply when spending time with that parent.
- ☐ Other agreements: _____

Injunctions

- ☐ The parties agree that the following permanent mutual injunction(s) shall be entered and that they each waive issuance and service of writ on those injunctions:

- ☐ **[Name of party A];** [her/his] agents, servants, employees, and attorneys; and any person acting in concert or participation with them shall be permanently enjoined from:
 - ☐ Making disparaging remarks about **[name of party B]** or **[name of party B]**'s family to the child[ren] or in the child[ren]'s presence or hearing
 - ☐ Communicating in person, by telephone, or in writing with **[name of party B]** in a vulgar, obscene, harassing, or offensive manner
 - ☐ Consuming alcohol during or within _____ hours before any of **[name of party A]**'s periods of possession of the child[ren]
 - ☐ Using the child[ren] as messengers to convey information, ask questions, or set up parenting time changes.
- ☐ **[Name of party B];** [his/her] agents, servants, employees, and attorneys; and any person acting in concert or participation with them shall be permanently enjoined from:
 - ☐ Making disparaging remarks about **[name of party A]** or **[name of party A]**'s family to the child[ren] or in the child[ren]'s presence or hearing
 - ☐ Communicating in person, by telephone, or in writing with **[name of party A]** in a vulgar, obscene, harassing, or offensive manner
 - ☐ Consuming alcohol during or within _____ hours before any of **[name of party B]**'s periods of possession of the child[ren]
 - ☐ Using the child[ren] as messengers to convey information, ask questions, or set up parenting time changes.

Special Circumstances

Family Violence and/or Child Abuse and Neglect and/or Alcohol Abuse and/or Substance Use Disorder:

- ☐ The parents agree to the following because of past circumstances involving:
- ☐ family violence and/or child abuse and neglect
 - ☐ alcohol abuse and/or substance use disorder
- ☐ No report or record made available to ☐ [Name of party A] ☐ [Name of party B] may include the address of the other parent or the child[ren] if residing with the parent with the confidential address.
- ☐ All caregivers shall be notified of any restrictions regarding contact with the child[ren].
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall have supervised parenting time with the child[ren]. The parenting time shall be held at the following times: _____
- _____
- ☐ And under the following directions: _____
- ☐ The entire parenting time shall be supervised.
- ☐ Only the following portion of the parenting time must be directly supervised: _____
- _____
- ☐ The length of parenting time shall be: _____
- _____
- ☐ The parenting time shall be supervised by:
- ☐ third party: _____
 - ☐ professional person/agency (specify): _____
 - _____
 - ☐ mutually agreed third party

- ☐ Exchanges of the child[ren] shall be supervised by a mutually agreed upon:
- ☐ third party: _____
 - ☐ professional person/agency (specify): _____

 - ☐ for the beginning of parenting time
 - ☐ for the end of parenting time
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall not have parenting time with the child[ren] at this time.
- ☐ ☐ [Name of party A] ☐ [Name of party B] may maintain contact with the child[ren] through:
- ☐ phone ☐ letter ☐ mail ☐ other:
 - ☐ daily ☐ weekly
- ☐ ☐ [Name of party A] ☐ [Name of party B] may not have contact at this time.
- ☐ ☐ [Name of party A] ☐ [Name of party B] agrees to engage in counseling with: _____

- ☐ ☐ [Name of party A] ☐ [Name of party B] agrees to engage in a custody evaluation with:

- ☐ At the completion of the evaluation the provider shall submit a statement by affidavit acknowledging:
- ☐ the parent's fitness to resume contact
 - ☐ a recommendation for unsupervised parenting time

- ☐ a recommendation for continued supervision under specified condition
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall continue to attend a twelve-step or similar program and provide evidence to the other parent of such attendance.
- ☐ ☐ [Name of party A] ☐ [Name of party B] shall modify [her/his] behavior around the child[ren] in the following ways:
- ☐ [He/She] shall not operate a motor vehicle within _____ hours after consuming drugs or alcohol.
- ☐ [He/She] shall not consume alcohol or drugs within _____ hours before spending time with the child[ren].
- ☐ [He/She] shall not consume alcohol or drugs in the presence of the child[ren].
- ☐ [He/She] shall not allow others to consume alcohol or drugs in the presence of the child[ren].
- ☐ [He/She] shall submit to a drug and alcohol screening performed by _____ on a _____ basis for _____ (time period).
- ☐ [He/She] shall do the following: _____

*[Illustrative issues that the parties may desire to address in their parenting plan.
Text of various provisions not provided.]*

- Firearms
- Drug testing
- Tattoos, body piercing
- Cell phones
- Curfew

- Smoking
- Use of cars and automobile insurance payments
- Long-distance travel
- International travel and control of child[ren]'s passports
- Maintenance of passport
- Leaving child[ren] unattended
- Internet access and exposure to adult material (movies, publications)
- Health-care choices: selection of health-care providers, including orthodontist, LASIK surgery, cosmetic surgery
- Use and selection of mental health professionals and family therapists
- College savings (gifts to minors, trusts, 529 plans)
- Pets and horses
- Employment by child[ren]
- Respecting privacy of child, private phone line

Forms 16-3 through 16-10 are reserved.

Form 16-11

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Motion for Appointment of Parenting [Coordinator/Facilitator/
Coordinator or Facilitator]**

This Motion for Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator] is brought by [name of movant], [party designation] [include if applicable: , and [name of other party], [party designation]]. In support, Movant[s] show[s] that [the parties have agreed to the appointment of a parenting [coordinator/facilitator/coordinator or facilitator]/this case is a high-conflict case/there is good cause for appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in that [specify good cause], and the appointment of a parenting [coordinator/facilitator/coordinator or facilitator] would be in the best interest of the child[ren]].

Movant[s] request[s] that the duties of the parenting [coordinator/facilitator/coordinator or facilitator] be [specify].

Movant[s] request[s] that the fees of the parenting [coordinator/facilitator/coordinator or facilitator] be paid [percent] percent by [name of movant] and [percent] percent by [name of other party].

Movant[s] pray[s] that the Court grant this Motion for Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator].

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if applicable.

[Name]

Attorney for [name of other party]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include certificate of conference if applicable and if required by local rules.

Continue with the following.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Include the following if applicable.

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 16-12

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Response to Motion for Appointment of Parenting [Coordinator/
Facilitator/Coordinator or Facilitator]**

This Response to Motion for Appointment of Parenting [Coordinator/Facilitator/
Coordinator or Facilitator] is filed by [name], [party designation].

Select as appropriate.

[Name] requests that the fees of the parenting [coordinator/facilitator/coordinator or
facilitator] be paid [percent] percent by [name] and [percent] percent by [name].

Or

Neither party has the funds to pay the fees of a parenting [coordinator/facilitator/
coordinator or facilitator]. [Name] requests the appointment of a volunteer as parenting
[coordinator/facilitator/coordinator or facilitator].

And/Or

[Name] requests that [name of proposed parenting coordinator or facilitator] be
appointed as parenting [coordinator/facilitator/coordinator or facilitator].

And/Or

[Name] requests that the authorization of the parenting [coordinator/facilitator/
coordinator or facilitator] be limited to [specify].

And/Or

[Specify other response.]

Continue with the following.

[Name] prays that the Court grant the relief requested in this response.

[Name]
Attorney for [name]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name]

Form 16-13

See form [16-15](#) for a form for objection to appointment because of family violence.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Objection to Appointment of Parenting [Coordinator/Facilitator/
Coordinator or Facilitator]**

This Objection to Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator] is filed by [name of objecting party], [party designation].

In support [name of objecting party] shows that: [state reasons for objection].

[Name of objecting party] prays that the Court [sustain this objection/deny the Motion for Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator]].

[Name]

Attorney for [name of objecting party]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include certificate of conference if applicable and if required by local rules.

Include the following if applicable.

Notice of Hearing

The above Objection to Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator] is set for hearing on _____ at _____. M. in [**designation and location of court**].

SIGNED on _____.

Judge or Clerk

Continue with the following.

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name of objecting party**]

See form [16-14](#) for order on objection.

Form 16-14

See form 16-17 for a form for order on objection to appointment because of family violence.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order on Objection to Appointment of Parenting [Coordinator/
Facilitator/Coordinator or Facilitator]**

On **[date]** the Court considered the objection of **[name of objecting party]** to the appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in this case.

Select one of the following.

The Court ORDERS that a parenting [coordinator/facilitator/coordinator or facilitator] should not be appointed. **[Include if applicable: The Order Appointing Parenting [Coordinator/Facilitator] signed on [date] is set aside.]**

Or

The Court finds that [this case is a high-conflict case/there is good cause shown and it is in the best interest of **[name[s] of child[ren]]** that a parenting [coordinator/facilitator/coordinator or facilitator] be appointed]. The Objection to Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator] is DENIED.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 16-15**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Objection to Appointment of Parenting [Coordinator/Facilitator/
Coordinator or Facilitator] Based on Family Violence**

This Objection to Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator] Based on Family Violence is filed by [name of objecting party], [party designation]. In support, [name of objecting party] shows:

Family violence has been committed by [name] against [[name of objecting party]/[name[s] of child[ren] the subject of the suit]]. Therefore, [name of objecting party] objects to the appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in accordance with [section 153.605(c)/section 153.6051(c)/sections 153.605(c) and 153.6051(c)] of the Texas Family Code.

[Name of objecting party] prays that the Court [sustain this objection/deny the Motion for Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator]].

[Name]
Attorney for [name of objecting party]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include certificate of conference if applicable and if required by local rules.

Include the following if applicable.

Notice of Hearing

The above Objection to Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator] Based on Family Violence is set for hearing on _____ at _____ .M. in [designated and location of court].

SIGNED on _____.

Judge or Clerk

Continue with the following.

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of objecting party]

See form 16-17 for order on objection.

Form 16-16**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Response to Objection to Appointment of Parenting [Coordinator/
Facilitator/Coordinator or Facilitator] Based on Family Violence**

This Response to Objection to Appointment of Parenting [Coordinator/Facilitator/
Coordinator or Facilitator] Based on Family Violence is filed by **[name]**, **[party designation]**.

In support, **[name]** shows:

Select one of the following.

There has been no family violence; therefore, a parenting [coordinator/facilitator/
coordinator or facilitator] should be appointed.

Or

Despite the allegation of family violence, a parenting [coordinator/facilitator/
coordinator or facilitator] should be appointed, and the Court should order appropriate measures to be taken to ensure the physical and emotional safety of the parties.

Continue with the following.

[Name] prays that the Court set a hearing on this matter.

[Name] prays that the Court grant the relief requested in this response.

[Name]

Attorney for [name]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name]

Form 16-17

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order on Objection to Appointment of Parenting [Coordinator/
Facilitator/Coordinator or Facilitator] Based on Family Violence**

On **[date]** the hearing was conducted on the Objection to Appointment of Parenting
[Coordinator/Facilitator/Coordinator or Facilitator] Based on Family Violence.

[Name of objecting party] appeared in person and by attorney of record, **[name of attorney]**.

[Name of person seeking appointment] appeared in person and by attorney of record,
[name of attorney].

Select one of the following.

The Court finds that a parenting [coordinator/facilitator/coordinator or facilitator]
should not be appointed. **[Include if applicable: The Order Appointing Parenting [Coordinator/
Facilitator] signed on [date] is set aside.]**

Or

The Court finds that a preponderance of the evidence does not support the Objection to
Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator] Based on Fam-
ily Violence and that a parenting [coordinator/facilitator] should be appointed. IT IS THERE-
FORE ORDERED that the parenting [coordinator/facilitator] shall be appointed and that the
following appropriate measures be taken to ensure the physical and emotional safety of **[name
of objecting party]**: **[list measures, which may include the following: IT IS ORDERED that the**

parties shall not have face-to-face contact and that the parties shall be placed in separate rooms during the parenting [coordination/facilitation]].

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 16-18

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Appointing Parenting Coordinator

[Include if applicable: On [date] the Court considered the Motion for Appointment of Parenting [Coordinator/Facilitator/Coordinator or Facilitator] of [name of movant].] The Court finds that [there is good cause shown and it is in the best interest of the child[ren] the subject of this suit that a parenting coordinator be appointed/this case is a high-conflict case].

Select one of the following.

The Court further finds that [name] meets the requirements of section 153.610 of the Texas Family Code, as documented by [name].

Or

The Court further finds that [name] meets the requirements of section 153.610(b)(1) of the Texas Family Code and has sufficient [legal/[specify other professional]] training or experience in dispute resolution processes to serve as parenting coordinator, the Court waives the other requirements of section 153.610, and the parties have agreed to this waiver.

Continue with the following.

IT IS THEREFORE ORDERED that [name] is appointed as parenting coordinator. All [counsel/parties] are ordered to [fax/mail] a copy of this order and the fully completed information sheet to [name, phone number, fax number, address, e-mail address] within [number] business days of the signing of this order to schedule the first appointment with the parenting coordinator.

The first parenting coordination session shall be scheduled within [number] days of the date of the signing of this order. If no agreed-upon date for the first parenting coordination session can be scheduled within [number] days, the parenting coordinator shall select a date within [number] days, and all parties shall appear as directed by the parenting coordinator. The duration of, frequency of, and parties in attendance at each parenting coordination session shall be left to the discretion of the parenting coordinator, who is specifically authorized to notify the Court if any party is failing to comply with the spirit and letter of this order or further order of the Court.

The parenting coordinator's duties are [specify]. The duties of the parenting coordinator are limited to matters that will aid the parties in the following: identifying disputed issues; reducing misunderstandings; clarifying priorities; exploring possibilities for problem solving; developing methods of collaboration in parenting; understanding parenting plans and reaching agreements about parenting issues to be included in a parenting plan; complying with the Court's order regarding conservatorship or possession of and access to the child[ren]; implementing parenting plans; obtaining training regarding problem solving, conflict management, and parenting skills; and settling disputes regarding parenting issues and reaching a proposed joint resolution or statement of intent regarding those disputes.

The appointment of a parenting coordinator does not divest the Court of its exclusive jurisdiction to determine issues of conservatorship, support, and possession of and access to the child[ren] or the authority to exercise management and control of the suit. Accordingly, the parenting coordinator may not modify any order, judgment, or decree.

IT IS ORDERED that the parenting coordinator shall comply with the Ethical Guidelines for Mediators as adopted by the Supreme Court of Texas (Misc. Docket No. 05-9107, June 13, 2005). [Include if applicable: IT IS FURTHER ORDERED that the parenting coordinator shall sign a statement of agreement to comply with those guidelines and shall submit the

statement to this Court on acceptance of this appointment.] Failure to comply with the guidelines will be grounds for removal of the parenting coordinator.

Include the following if applicable.

IT IS ORDERED that the following measures be taken to ensure the physical and emotional safety of **[name of objecting party]**: **[list measures, which may include the following:** IT IS ORDERED that the parties shall not have face-to-face contact and that the parties shall be placed in separate rooms during the parenting coordination].

And/Or

IT IS ORDERED that the fees of the parenting coordinator shall be paid **[percent]** percent by **[name]** and **[percent]** percent by **[name]**/by **[name]**. **[Include if applicable:** Each party is responsible for that party's defined portion of cost.] **[Name]**/Each party] is ordered to pay directly to the parenting coordinator the assigned fees according to the policies of the parenting coordinator. The Court reserves the right to order a reasonable fee for the parenting coordinator as a money judgment to be paid directly to the parenting coordinator, which judgment may be enforced by any means available under law for civil judgments.

Continue with the following.

IT IS ORDERED that the parenting coordinator shall submit a written report to the Court and to the parties and their attorneys every **[number]** [days/months] or as requested by the parties or the Court. IT IS FURTHER ORDERED that the report must be limited to a statement of whether the parenting coordination should continue.

Include the following if applicable.

IT IS ORDERED that **[names of parties]** shall attempt to settle **[specify parenting issues]** with the assistance of the parenting coordinator and shall attempt to reach a proposed joint resolution or statement of intent regarding that dispute.

IT IS ORDERED that the parenting coordinator shall submit a written report describing the parties' joint proposal or statement of intent regarding their dispute to the parties, any attorneys for the parties, and any attorney for [name[s] of child[ren]]. The parenting coordinator may not draft the proposal or statement.

Continue with the following.

Parenting coordination is private, confidential, and privileged, except as provided by applicable law. IT IS ORDERED that the parenting coordinator shall not be a witness, and the parenting coordinator's records may not be subpoenaed or used as evidence. Nothing in this order shall serve to release the parenting coordinator from the legal obligation to report child, elder, or disability abuse. IT IS FURTHER ORDERED that no subpoenas, citations, writs, or other process shall be served at or near the location of any parenting coordination session on any person entering, leaving, or attending any parenting coordination session.

Referral to parenting coordination is not a substitute for trial, and the case may be tried if not settled or agreed to continue in parenting coordination or other intervention service. The Court shall remove the parenting coordinator on the request and agreement of all parties, on the request of the parenting coordinator, on the motion of a party if good cause is shown, or if the parenting coordinator ceases to satisfy the minimum qualifications required by section 153.610 of the Texas Family Code [**include if applicable:** except as waived in this order]. The parenting coordinator may recommend termination of the service when making a status report.

SIGNED on _____.

JUDGE PRESIDING

Form 16-19

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Appointing Parenting Facilitator

[Include if applicable: On **[date]** the Court considered the Motion for Appointment of Parenting **[Coordinator/Facilitator/Coordinator or Facilitator]** of **[name of movant].**] The Court finds that **[there is good cause shown and it is in the best interest of the child[ren] the subject of this suit that a parenting facilitator be appointed/this case is a high-conflict case].** The Court further finds that **[name]** meets the requirements of section 153.6101 of the Texas Family Code, as documented by **[name]**.

IT IS THEREFORE ORDERED that **[name]** is appointed as parenting facilitator. All **[counsel/parties]** are ordered to **[fax/mail]** a copy of this order and the fully completed information sheet to **[name, phone number, fax number, address, e-mail address]** within **[number]** business days of the signing of this order to schedule the first appointment with the parenting facilitator.

The first parenting facilitation session shall be scheduled within **[number]** days of the date of the signing of this order. If no agreed-upon date for the first parenting facilitation session can be scheduled within **[number]** days, the parenting facilitator shall select a date within **[number]** days, and all parties shall appear as directed by the parenting facilitator. The duration of, frequency of, and parties in attendance at each parenting facilitation session shall be left to the discretion of the parenting facilitator, who is specifically authorized to notify the

Court if any party is failing to comply with the spirit and letter of this order or further order of the Court.

The parenting facilitator's duties are [**specify**]. The duties of the parenting facilitator are limited to matters that will aid the parties in the following: identifying disputed issues; reducing misunderstandings; clarifying priorities; exploring possibilities for problem solving; developing methods of collaboration in parenting; understanding parenting plans and reaching agreements about parenting issues to be included in a parenting plan; complying with the Court's order regarding conservatorship or possession of and access to the child[ren]; implementing parenting plans; obtaining training regarding problem solving, conflict management, and parenting skills; settling disputes regarding parenting issues and reaching a proposed joint resolution or statement of intent regarding those disputes; and monitoring compliance with the Court's orders. In performing these duties, the parenting facilitator shall comply with the standard of care that applies to the parenting facilitator's professional license.

The appointment of a parenting facilitator does not divest the Court of its exclusive jurisdiction to determine issues of conservatorship, support, and possession of and access to the child[ren] or the authority to exercise management and control of the suit. Accordingly, the parenting facilitator may not modify any order, judgment, or decree.

Include the following if applicable.

IT IS ORDERED that the following measures be taken to ensure the physical and emotional safety of [**name of objecting party**]: [**list measures, which may include the following**: IT IS ORDERED that the parties shall not have face-to-face contact and that the parties shall be placed in separate rooms during the parenting facilitation].

And/Or

IT IS ORDERED that the fees of the parenting facilitator shall be paid [[**percent**] percent by [**name**] and [**percent**] percent by [**name**]/by [**name**]]. [**Include if applicable**: Each party

is responsible for that party's defined portion of cost.] [[**Name**]/Each party] is ordered to pay directly to the parenting facilitator the assigned fees according to the policies of the parenting facilitator. The Court reserves the right to order a reasonable fee for the parenting facilitator as a money judgment to be paid directly to the parenting facilitator, which judgment may be enforced by any means available under law for civil judgments.

Continue with the following.

IT IS ORDERED that the parenting facilitator shall submit a written report to the Court and to the parties and their attorneys every [**number**] [days/months] or as requested by the parties or the Court. [**Include if applicable:** IT IS FURTHER ORDERED that the report may include a recommendation to the parties to implement or clarify provisions of the Court's order that are consistent with the intent of the order and in the best interest of the child[ren]. Such a recommendation will not affect the terms of the Court's order.] IT IS FURTHER ORDERED that the report may include any [other] information required by the Court but may not include recommendations regarding the conservatorship of or the possession of or access to the child[ren].

Include the following if applicable.

IT IS ORDERED that [**names of parties**] shall attempt to settle [**specify parenting issues**] with the assistance of the parenting facilitator and shall attempt to reach a proposed joint resolution or statement of intent regarding that dispute.

IT IS ORDERED that the parenting facilitator shall submit a written report describing the parties' joint proposal or statement of intent regarding their dispute to the parties, any attorneys for the parties, and any attorney for the child[ren]. The parenting facilitator may not draft the proposal or statement.

Continue with the following.

Notwithstanding any rule, standard of care, or privilege that applies to the parenting facilitator's professional license, a communication made by a participant in parenting facilitation is subject to disclosure and may be offered in any judicial or administrative proceeding, if otherwise admissible under the rules of evidence. IT IS ORDERED that the parenting facilitator may be required to testify in any proceeding relating to or arising from the parenting facilitator's duties, including as to the basis for any recommendation made to the parties that arises from those duties.

IT IS ORDERED that the parenting facilitator shall keep a detailed record regarding meetings and contacts with the parties, attorneys, or other persons involved in the suit and shall keep the records until the seventh anniversary of the date the facilitator's services are terminated, unless a rule adopted by the licensing authority that issues the facilitator's professional license establishes a different retention period. IT IS FURTHER ORDERED that no record created as part of the parenting facilitation that arises from the parenting facilitator's duties is confidential. IT IS FURTHER ORDERED that, on request, the parenting facilitator shall make the records available to an attorney for a party, an attorney for the child[ren], and a party who does not have an attorney.

IT IS ORDERED that, if the parenting facilitator has a conflict of interest with, or previous knowledge of, a party or a child the subject of this suit, the parenting facilitator shall, before accepting this appointment, disclose the conflict or previous knowledge to the Court, each attorney for a party, any attorney for the child[ren], and any party who does not have an attorney and shall decline this appointment unless, after the disclosure, the parties and the child's attorney, if any, agree in writing to the parenting facilitator's appointment as parenting facilitator.

IT IS ORDERED that, before accepting this appointment, the parenting facilitator shall disclose to the Court, each attorney for a party, any attorney for the child[ren], and any party who does not have an attorney the following: a pecuniary relationship with an attorney, party,

or child in this suit; a relationship of confidence or trust with an attorney, party, or child in this suit; and other information regarding an relationship with an attorney, party, or child in this suit that might reasonably affect the parenting facilitator's ability to act impartially during service as parenting facilitator. IT IS ORDERED that if the parenting facilitator makes such a disclosure, the parenting facilitator shall decline this appointment unless, after the disclosure, the parties and the child's attorney, if any, agree in writing to the parenting facilitator's service as parenting facilitator.

IT IS ORDERED that if the parenting facilitator discovers that the parenting facilitator has a conflict of interest with, or previous knowledge of, a party or a child the subject of the suit, the parenting facilitator shall immediately disclose the conflict or previous knowledge to the Court, each attorney for a party, any attorney for the child[ren], and any party who does not have an attorney and shall withdraw unless, after the disclosure, the parties and the child's attorney, if any, agree in writing to the parenting facilitator's continuation as parenting facilitator.

IT IS ORDERED that the parenting facilitator must decline appointment in this suit if the parenting facilitator has served in any other professional capacity at any other time with any person who is a party to, or the subject of, this suit, or with any member of the family (as defined in section 71.003 of the Texas Family Code) of a party or subject, except as a teacher of coparenting skills in a class conducted in a group setting.

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

Referral to parenting facilitation is not a substitute for trial, and the case may be tried if not settled or agreed to continue in parenting facilitation or other intervention service. The Court shall remove the parenting facilitator on the request and agreement of all parties, on the request of the parenting facilitator, on the motion of a party if good cause is shown, or if the parenting facilitator ceases to satisfy the minimum qualifications required by section 153.6101 of the Texas Family Code.

SIGNED on _____.

JUDGE PRESIDING

Form 16-20

For a motion to be removed brought by the parenting coordinator or facilitator, see form 16-21.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Remove Parenting [Coordinator/Facilitator]

This Motion to Remove Parenting [Coordinator/Facilitator] is brought by [name of movant], [party designation] [include if applicable: , and [name of other party], [party designation]]. Movant[s] show[s] the Court that [all parties have agreed to the removal/[specific facts showing good cause for removal]/the parenting [coordinator/facilitator] has ceased to satisfy the minimum qualifications required].

The parenting [coordinator/facilitator] [is/is not] owed outstanding fees. [Include if applicable: The Court should make appropriate orders for payment/[specify request for allocation of payment].]

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include the following if applicable.

[Name]

Attorney for [name of other party]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include certificate of conference if applicable and if required by local rules.

Continue with the following.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Include the following if applicable.

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for **[name of movant]**

Form 16-21

For a motion to remove brought by the parent or parents, see form [16-20](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion of Parenting [Coordinator/Facilitator] to Be Removed

This Motion of Parenting [Coordinator/Facilitator] to Be Removed is brought by [**name of movant**], the parenting [coordinator/facilitator] appointed in this suit. Movant [requests to be removed as parenting [coordinator/facilitator]/shows the Court that Movant has ceased to satisfy the minimum qualifications required].

Movant [is/is not] owed outstanding fees. [**Include if applicable:** The Court should make appropriate orders for payment.]

[Name]

Attorney for [**name of movant**]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include certificate of conference if applicable and if required by local rules.

Continue with the following.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]
Attorney for **[name of movant]**

Form 16-22

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Removing Parenting [Coordinator/Facilitator]

Select one of the following.

On **[date]** the Court considered the Motion to Remove Parenting [Coordinator/Facilitator] of **[name]**, **[party designation]** **[include if applicable: , and [name], [party designation]]**.

Or

On **[date]** the Court considered the Motion of Parenting [Coordinator/Facilitator] to Be Removed of **[name]**, the parenting [coordinator/facilitator] appointed in this suit.

Continue with the following.

The Court, having heard the evidence **[include if applicable: and agreement of the parties]**, finds that the parenting [coordinator/facilitator] should be removed. IT IS ORDERED that the parenting [coordinator/facilitator] is hereby REMOVED.

IT IS ORDERED that the fees of **[name]**, the parenting [coordinator/facilitator], shall be paid **[[percent]** percent by **[name]** and **[percent]** percent by **[name]]/by [name]**. **[Include if applicable: Each party is responsible for that party's defined portion of cost.]** **[[Name]/Each party]** is ordered to pay directly to the parenting [coordinator/facilitator] the assigned fees as required by the parenting [coordinator/facilitator]. IT IS ORDERED that the parenting [coordinator/facilitator] is awarded a money judgment in the amount of \$ **[amount]** to be paid

directly to the parenting [coordinator/facilitator] on or before [**date**], which judgment may be enforced by any means available under law for civil judgments.

SIGNED on _____.

JUDGE PRESIDING

Form 16-23

Parenting [Coordination/Facilitation] Services Information Sheet

Court cause no. _____ Judge ordering _____

County _____ Marriage date _____

Date of separation _____ Date of divorce _____

Date ordered _____ Next scheduled hearing date _____

PARTY A:

Name _____

Address _____

Phone (home) _____ (work) _____ (cell) _____

Fax _____ E-mail _____

PARTY B:

Name _____

Address _____

Phone (home) _____ (work) _____ (cell) _____

Fax _____ E-mail _____

PARTY A'S ATTORNEY:

Name _____

Address _____

Phone _____ Fax _____ E-mail _____

PARTY B'S ATTORNEY:

Name _____

Address _____

Phone _____ Fax _____ E-mail _____

CHILD[REN]:

Name	Date of birth	With whom primarily residing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CHILD[REN]'S ATTORNEY(S):

Name _____

Address _____

Phone _____ Fax _____ E-mail _____

OTHER PARTY:

Name _____

Address _____

Phone _____ Fax _____ E-mail _____

LEGAL DECISIONS PENDING: ___ Divorce *or* ___ Postdivorce *or* ___ Never married

___ Dissolution of marriage

___ Spousal maintenance: _____

___ Property settlement: _____

___ Child support: _____

___ Conservatorship: _____

___ Parent to establish primary residence: _____

___ Parental access: _____

___ Relocation: _____

___ Modification: _____

___ Enforcement: _____

Send to: [name of parenting coordinator or facilitator], [fax number of parenting
coordinator or facilitator]

For information: call [phone number of parenting coordinator or facilitator] or
e-mail [e-mail address of parenting coordinator or facilitator]

Attach a copy of the order or relevant part of the order appointing the parenting coordinator or facilitator and describing the appointee's duties.

Chapter 17

Protective Orders

Form 17-1	An Application for a Protective Order	95
Form 17-2	Temporary Ex Parte Protective Order [and Order Setting Hearing]	125
Form 17-3	Final Protective Order	141
Form 17-4	Order to [Sheriff/Chief of Police/Constable] of _____, Texas	163
Form 17-5	Motion to Transfer Protective Order	166
Form 17-6	Order Transferring Protective Order	169
Form 17-7	Motion to Review Protective Order	170
Form 17-8	Order on Motion to Review Protective Order	172
Form 17-9	Letter Regarding to Whom Protective Order Should Be Delivered.	175
Form 17-10	Letter Regarding Sealing of Identifying Information.	178
Form 17-11	Motion to Vacate Protective Order	179
Form 17-12	Order on Motion to Vacate Protective Order	181
Form 17-13	Motion to Modify Protective Order	184
Form 17-14	Order on Motion to Modify Protective Order	186
Form 17-15	Letter to Landlord Terminating Lease Early—Family Violence.	189
Form 17-16	Motion for Enforcement of Protective Order and Order to Appear.	191
Form 17-17	Answer to Motion for Enforcement of Protective Order	195
Form 17-18	Order [Clarifying/Holding Respondent in Contempt for Violating] Protective Order	197
Form 17-19	TCIC Data Entry Form.	203
Form 17-20	Protective Order Address Form	205
Form 17-21	Order to Separate Wireless Telephone Service Account	207

Form 17-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

An Application for a Protective Order**1. Discovery Level**
*TRCP 190.1**1. Discovery Level*

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

**2. Objection to Assignment of
Case to Associate Judge**
*§ 201.005**2. Objection to Assignment of Case to Associate Judge*

Applicant objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. Parties
*§§ 82.004(1), (2), 152.209(a), (e)**3. Parties*

Select 3.A. if the application does not involve a proceeding in which legal custody, physical custody, or visitation with respect to a child is an issue or if no party resides outside Texas.

**3.A. No Child Custody
Proceeding Involved or No
Party Resides Outside
Texas**

§§ 82.004(1), (2), 152.209(a)

This Application for a Protective Order is brought [by [name of applicant], Applicant, who is a resident of [county] County, Texas/on behalf of [name], Applicant, by a prosecuting attorney for [county] County, Texas/on behalf of [name], Applicant, a resident of [county] County, Texas, by an attorney employed by the Texas Department of Family and Protective Services]. [The last three numbers of Applicant's driver's license number are [[numbers]/not available at this time]./Applicant has not been issued a driver's license.] [The last three numbers of Applicant's Social Security number are [[numbers]/not available at this time]./Applicant has not been issued a Social Security number.] This Application for a Protective Order is brought for the protection of [name[s]], who [is/are] resident[s] of [county] County, Texas. Respondent is [name of respondent], who resides in [county] County, Texas.

Or

Select **3.B.** if the application involves a proceeding in which legal custody, physical custody, or visitation with respect to a child is an issue *and* a party resides outside Texas *and* the disclosure of identifying information would *not* jeopardize the health, safety, or liberty of a party.

**3.B. Child Custody Proceeding
Involved; Party Resides
Outside Texas; Identifying
Information Disclosed**
§ 152.209(a)

This Application for a Protective Order is brought [by [name of applicant], Applicant, who is a resident of [county] County, Texas/on behalf of [name], Applicant, by a prosecuting attorney for [county] County, Texas/on behalf of [name], Applicant, a resident of [county] County, Texas, by an attorney

ney employed by the Texas Department of Family and Protective Services].
 [The last three numbers of Applicant's driver's license number are [[**numbers**]/
 not available at this time]./Applicant has not been issued a driver's license.]
 [The last three numbers of Applicant's Social Security number are [[**numbers**]/
 not available at this time]./Applicant has not been issued a Social Security
 number.] This Application for a Protective Order is brought for the protection
 of [**name[s]**], who [is/are] resident[s] of [**county**] County, Texas. Information
 required by section 152.209(a) of the Texas Family Code is provided in the
 affidavit attached as Exhibit [**exhibit number/letter**]. Respondent is [**name of**
respondent], who resides in [**county**] County, Texas.

Or

Select **3.C.** if the application involves a proceeding in which legal custody, physical custody, or visitation with respect to a child is an issue *and* a party resides outside Texas *and* the health, safety, or liberty of a party or child would be jeopardized by disclosure of identifying information.

**3.C. Child Custody Proceeding
 Involved; Party Resides
 Outside Texas;
 Nondisclosure of Identifying
 Information and Request for
 Sealing
 § 152.209(e)**

This Application for a Protective Order is brought [by [**initials of appli-**
cant], Applicant, who is a resident of Texas/on behalf of [**initials of applicant**]
 by a prosecuting attorney for a county in the state of Texas/on behalf of [**initials**
of applicant], a resident of Texas, by an attorney employed by the Texas
 Department of Family and Protective Services]. This Application for a Protec-
 tive Order is brought for the protection of [**initials of person[s] to be protected**],
 who [is/are] resident[s] of [**county**] County, Texas. Information required by
 section 152.209(a) of the Texas Family Code is provided in the affidavit

attached as Exhibit [**exhibit number/letter**]. Applicant believes the disclosure of this identifying information would jeopardize the health, safety, or liberty of Applicant or the child[ren] named herein. Accordingly, Applicant requests that the identifying information set forth in the affidavit attached as Exhibit [**exhibit number/letter**] be and remain sealed and not disclosed by any means to the other party or the public unless the Court orders the disclosure to be made after a hearing in which the Court takes into consideration the health, safety, and liberty of the party and the child[ren] and determines that the disclosure is in the interest of justice. Respondent is [**name of respondent**], who resides in [**county**] County, Texas.

Include 3.D. in all applications.

3.D. Title IV-D Agency Services
§ 82.004(5)

[Applicant is not receiving services from the title IV-D agency in connection with a child support case./Applicant is receiving services from the title IV-D agency in connection with a child support case, and the agency open case number[s] [is/are] as follows: [**case number[s]**].]

4. Service

4. *Service*

4.A. Personal

Process should be served on Respondent [**include if applicable: at**
[**address, city, state, zip**]].

Or

4.B. Substituted

Citation of Respondent by substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

5. Relationship of Parties
§ 82.004(3)**5. Relationship of Parties**

Applicant is [clearly state the relationship between applicant and respondent].

Continue with one or more of the following if applicable.
Include 5.A. if protection is sought from former spouse.

5.A. Former Spouses
§ 82.006

Applicant is a former spouse of Respondent, and a copy of the decree dissolving the marriage is [attached to this application as Exhibit [exhibit number/letter]/unavailable to Applicant at this time but will be filed with the Court before the hearing on the application].

Select 5.B. or 5.C. if protection is sought for child(ren) or from a child.

5.B. Child[ren] Not under Jurisdiction
§ 82.007

The [child[ren] for whom a protective order is sought/child who has committed family violence] [is/are] not subject to the continuing jurisdiction of any court.

Or

**5.C. Child[ren] under
Jurisdiction**
§ 82.007

The [child[ren] for whom a protective order is sought/child who has committed family violence] [is/are] subject to the continuing jurisdiction of a court under the Texas Family Code. A copy of the court orders affecting the conservatorship, support, and possession of or access to the child[ren] is [attached to and filed with this application as Exhibit [exhibit number/letter]/unavailable to Applicant at this time but will be filed with the Court before the hearing on the application].

And/Or

5.D. Dating Relationship
§ 82.002(b)(1)

Applicant and Respondent [have/had] a dating relationship as defined in section 71.0021(b) of the Texas Family Code.

And/Or

**5.E. Relationships with Third
Party**
§§ 82.002(b)(2),
71.0021(a)(1)(B)

Applicant [is/was] [married to/in a dating relationship with] an individual who [is/was] [married to/in a dating relationship] with Respondent.

And/Or

State other facts regarding relationship of parties, e.g., grandparents, roommates.

6. Grounds

§§ 82.004(3), 71.004, 81.0015

6. Grounds

Respondent has engaged in conduct that constitutes family violence.

Or

Respondent, who is seeking or attempting to seek contact with the child[ren], has been convicted of or placed on deferred adjudication community supervision for [an offense under title 5 of the Texas Penal Code based on a court finding that the offense involved family violence under article 42.013 of the Texas Code of Criminal Procedure/an offense under title 6 of the Texas Penal Code], and Respondent's parental rights with respect to the child[ren] have been terminated.

Select one or both of the following.

6.A. Physical Harm, etc.

§ 71.004(1)

Respondent committed acts that were intended by Respondent to result in physical harm, bodily injury, assault, or sexual assault or were threats that reasonably placed [name[s] of member[s] of family or household] in fear of imminent physical harm, bodily injury, assault, or sexual assault. Respondent's acts therefore constitute family violence.

And/Or

6.B. Child Abuse

§§ 71.004(2),
261.001(1)(C), (E), (G), (H),
(I), (J), (K), (M)

Respondent committed acts of abuse toward **[name[s] of child[ren] of family or household]** that constitute family violence. The acts of abuse committed by Respondent that constitute family violence were

Include as applicable:

physical injury that resulted in substantial harm to **[name[s] of affected child[ren] of family or household]** or the genuine threat of substantial harm from physical injury to **[name[s] of affected child[ren] of family or household]**

And/Or

sexual conduct that was harmful to the mental, emotional, or physical welfare of **[name[s] of affected child[ren] of family or household]**, **[specify conduct]**

And/Or

compelling or encouraging the child to engage in sexual conduct as defined by section 43.01 of the Texas Penal Code including compelling or encouraging the child in a manner that constitutes an offense of trafficking of persons under section 20A.02(a)(7) or (8), of the Texas Penal Code, prostitution under 43.02(b), or compelling prostitution under section 43.05(a)(2) **[specify conduct]**

And/Or

causing, permitting, encouraging, engaging in, or allowing the photographing, filming, or depicting of the child when Respondent knew or should have known that the resulting photograph, film, or depiction of the child was obscene as defined by section 43.21 of the Texas Penal Code or pornographic

And/Or

the current use by Respondent of a controlled substance as defined by chapter 481 of the Texas Health and Safety Code in a manner or to the extent that the use resulted in physical, mental, or emotional injury to a child

And/Or

causing, expressly permitting, or encouraging a child to use a controlled substance as defined in chapter 481 of the Texas Health and Safety Code

And/Or

causing, permitting, encouraging, engaging in, or allowing a sexual performance by a child as defined by section 43.25 of the Texas Penal Code

And/Or

forcing or coercing a child to enter into a marriage

Include [6.C.](#) if relief under [Tex. Fam. Code § 85.022\(b\)\(5\)](#) (stalking) is sought.

6.C. Stalking
§ 85.022(b)(5)

Respondent's conduct was reasonably likely to harass, annoy, alarm, abuse, torment, or embarrass [Applicant/[**name[s] of member[s] of family or household**]/Applicant and [**name[s] of member[s] of family or household**]].

Include [6.D.](#) if relief under [Tex. Fam. Code § 85.022\(b\)\(2\)\(C\)](#) (communicating only through attorney or person appointed by the court) is sought.

**6.D. Communicating through
Attorney or Appointee**
§ 85.022(b)(2)(C)

Good cause exists for prohibiting Respondent from communicating with [Applicant/[**name[s] of member[s] of family or household**]/Applicant or

[name[s] of member[s] of family or household]] except through Respondent's attorney or a person appointed by the Court, as requested below.

Include 6.E. if relief under [Tex. Fam. Code § 85.021\(2\)](#) (vacating residence) is sought.

6.E. Vacating Residence
§ 85.021(2)

The residence at [address, city, state] is [owned/leased] [jointly by Applicant and Respondent/by Applicant/by Respondent, and Respondent has an obligation to support [Applicant/Applicant's child[ren]]].

Include 7. if the application is filed after a previously rendered protective order has expired.

**7. Application Filed after
Expiration of Previously
Rendered Protective Order**
§ 82.008(a)

7. Application Filed after Expiration of Previously Rendered Protective Order

This application is filed after a previously rendered protective order expired. A copy of the expired protective order is [attached to this application as Exhibit [exhibit number/letter]/unavailable to Applicant but will be filed with the Court before the hearing on the application].

Select [7.A.](#) or [7.B.](#)

**7.A. Description of Violation of
Expired Protective Order**
§ 82.008(a)(2)(A), (3)

Respondent has violated a previously rendered protective order by committing an act prohibited by that order while the order protecting Applicant was in effect. The previously rendered protective order has expired after the date the violation occurred.

Respondent has violated the expired protective order in the following manner: **[describe violation of the expired protective order]**. Respondent's violation[s] of the expired order [has/have] not been grounds for any other order protecting Applicant that has been issued or requested under subtitle B, title 4, of the Texas Family Code.

Or

**7.B. Description of Threatened
Harm That Reasonably
Places Applicant in Fear**
§ 82.008(a)(2)(B)

Respondent has threatened to harm Applicant in the following manner:
**[describe respondent's threats of imminent physical harm, bodily injury,
assault, or sexual assault against applicant]**.

Include 8. if the application alleges that an unexpired protective order applicable to respondent is due to expire not later than the thirtieth day after the date the application was filed.

**8. Application Filed before
Expiration of Previously
Rendered Protective Order**
§ 82.0085

8. Application Filed before Expiration of Previously Rendered Protective Order

A previously rendered protective order protecting Applicant is currently in effect. The previously rendered protective order is due to expire on **[date of expiration]**. A copy of the protective order is [attached to this application as Exhibit **[exhibit number/letter]**/unavailable to Applicant but will be filed with the Court before the hearing on the application].

Respondent has threatened to harm Applicant in the following manner:
 [describe respondent's threats of imminent physical harm, bodily injury,
 assault, or sexual assault against applicant].

9. Request for Order
 § 82.004(4)

9. Request for Protective Order

In this application, "Protected Person" means [Applicant/[name[s] of member[s] of family or household]/Applicant and [name[s] of member[s] of family or household]]. [If any specific relief is not intended to apply to all the identified protected persons, the relevant person[s] must be specifically named in the particular request.]

Applicant requests the Court, after notice and hearing, to issue its protective order:

Select one or more of the following as appropriate.

9.A. Family Violence
 § 85.022(b)(1)

1. Prohibiting Respondent from committing family violence as defined in section 71.004 of the Texas Family Code.

And/Or

2. Prohibiting Respondent from doing any act [include if dating violence: other than a defensive measure to protect Respondent] that is intended to result in physical harm, bodily injury, assault, or sexual assault against [any] Protected Person.

And/Or

3. Prohibiting Respondent from doing any act [**include if dating violence:** other than a defensive measure to protect Respondent] that is a threat that reasonably places [any] Protected Person in fear of imminent physical harm, bodily injury, assault, or sexual assault.

And/Or

4. Prohibiting Respondent from committing abuse of a child of the family or household as defined by Texas Family Code section 261.001(1)(C), (E), (G), (H), (I), (J), (K), and (M). [**If specific acts of child abuse are to be addressed in the order, list the acts intended to be covered.**]

And/Or

9.B. Communicating
§ 85.022(b)(2)(A)

5. Prohibiting Respondent from communicating directly with [any] Protected Person in a threatening or harassing manner.

And/Or

9.C. Communicating
§ 85.022(b)(2)(B)

6. Prohibiting Respondent from communicating a threat through any person to [any] Protected Person.

And/Or

9.D. Communicating
§ 85.022(b)(2)(C)

7. On a finding of good cause, prohibiting Respondent from communicating in any manner with [any] Protected Person except through Respondent's attorney or a person appointed by the Court.

And/Or

9.E. Stalking
§ 85.022(b)(5)

8. Prohibiting Respondent from engaging in conduct directed specifically toward [any] Protected Person, including following [the] Protected Person, that is reasonably likely to harass, annoy, alarm, abuse, torment, or embarrass [the] Protected Person.

And/Or

9.F. Going Near Protected Persons

Enforcement by contempt may be difficult.

9. Prohibiting Respondent from going to or near, or within [**specify distance**] of, any location where [any] Protected Person is known by Respondent to be and from remaining within [**specify distance**] after Respondent becomes aware of [the] Protected Person's presence.

And/Or

9.G. Going to Residence or Business
§ 85.022(b)(3)

On request of the applicant or a member of the family or household, the court may exclude the location from the order. [Tex. Fam. Code § 85.007](#). Enforcement problems may result if this information is excluded.

10. Prohibiting Respondent from going to or near the residence[s] or place[s] of employment or business of [any] Protected Person. Applicant requests the Court to specifically prohibit Respondent from going to or near [**specify location[s] prohibited**] [**include if applicable:** and to specifically

require Respondent to maintain a distance of **[specify the minimum distance[s]
from the location[s] that respondent must maintain]** therefrom].

And/Or

**9.H. Going to Child[ren]'s
Residence, Child Care
Facility, or School**
§ 85.022(b)(4)

On request of the applicant or a member of the family or household, the court may exclude the location from the order. [Tex. Fam. Code § 85.007](#). Enforcement problems may result if this information is excluded.

11. Prohibiting Respondent from going to or near the residence[s], child care [facility/facilities], or school[s] **[name[s] of child[ren] protected under the order]** normally attend[s] or in which **[name[s]]** normally reside[s]. Applicant requests the Court to specifically prohibit Respondent from going to or near **[specify location[s] prohibited]** **[include if applicable: and to maintain a distance of [specify the minimum distance[s] from the location[s] that respondent must maintain]** therefrom].

And/Or

9.I. Removing Child[ren]
§ 85.021(1)(A)

12. Prohibiting Respondent from removing **[name[s] of child[ren] of family or household]** from the [possession of **[name]**]/jurisdiction of the Court].

And/Or

9.J. Harming Animal
§ 85.022(b)(7)

13. Prohibiting Respondent from harming, threatening, or interfering with the care, custody, or control of a pet, companion animal, or assistance ani-

mal, as defined by section 121.002 of the Texas Human Resources Code, that is possessed by or in the actual or constructive care of [any] Protected Person.

And/Or

9.K. Disposing of Property
§ 85.021(1)(B)

14. Prohibiting Respondent from transferring, encumbering, or otherwise disposing of property mutually owned or leased by the parties, except when in the ordinary course of business.

And/Or

9.L. Possessing Firearm or Ammunition
§§ 85.022(b)(6), 85.026

15. Prohibiting Respondent from possessing a firearm or ammunition unless Respondent is a peace officer, as defined by section 1.07 of the Texas Penal Code, actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision.

And/Or

9.M. Interfering with Use of Residence

16. Prohibiting Respondent from interfering with Applicant's use of the residence located at [address, city, state], including but not limited to disconnecting utilities or telephone service or causing such services to be disconnected.

And/Or

9.N. Suspension of Handgun License
§ 85.022(d)

17. Suspending Respondent's license to carry a handgun issued under subchapter H, chapter 411, of the Texas Government Code.

And/Or

9.O. Exclusive Use of Residence
§ 85.021(2)

18. Granting Applicant exclusive possession of the parties' residence [include if applicable: and ordering Respondent to vacate the residence].

And/Or

9.P. Treatment or Counseling
§ 85.022(a)(1)–(3)

19. Requiring Respondent to complete a battering intervention and prevention program or counseling as provided by section 85.022(a) of the Texas Family Code.

And/Or

9.Q. Use of Property
§ 85.021(5)

20. Awarding Applicant exclusive use and possession of the following property, which is [community property/jointly [owned/leased]]: [describe property].

And/Or

(Include only if respondent is a parent as defined by [Tex. Fam. Code § 101.024.](#))

9.R. Possession of Child[ren]
 § 85.021(3)

21. Granting Applicant exclusive possession of the child[ren],
 [name[s]], and specifying the terms of Respondent's access to the child[ren].

And/Or

(Include only if respondent has an obligation to support the
 other party or child(ren).)

9.S. Support
 § 85.021(4)

22. Ordering Respondent to pay support for [name[s] of applicant and/
 or child[ren] entitled to support].

9.T. Other Acts
 § 85.022(a)

Specify any other acts respondent should be ordered to per-
 form that are necessary or appropriate to prevent or reduce
 the likelihood of family violence.

If 9.O. is used, include 9.U. if applicable.

**9.U. Accompaniment by Law
 Enforcement Officer**
 § 86.004

Applicant requests the Court to render a written order to the [sheriff/
 chief of police/constable] to provide a law enforcement officer from the
 department of the [sheriff/chief of police/constable] to accompany Applicant
 to the parties' residence, to inform Respondent that the Court has ordered
 Respondent excluded from the residence, to protect Applicant while Applicant
 takes possession of the residence and Respondent takes possession of Respon-
 dent's necessary personal property, and, if Respondent refuses to vacate the
 residence, to remove Respondent from the residence and arrest Respondent for
 violating the Court's order.

Include 10. if an order of more than two years' duration is sought.

**10. Request for Order for More
Than Two Years**
§ 85.025(a-1)

10. Request for Order Exceeding Two Years

Include 10.A., 10.B., and/or 10.C.
as applicable.

10.A. Commission of Felony
§ 85.025(a-1)(1)

Respondent committed an act constituting a felony offense involving family violence against [Applicant/[name[s] of member[s] of family or household]/Applicant and [name[s] of member[s] of family or household]].

And/Or

10.B. Serious Bodily Injury
§ 85.025(a-1)(2)

Respondent caused serious bodily injury to [Applicant/[name[s] of member[s] of family or household]/Applicant and [name[s] of member[s] of family or household]].

And/Or

10.C. Previous Protective Orders
§ 85.025(a-1)(3)

Respondent was the subject of two or more previous protective orders rendered to protect the same person or persons who are seeking protection in this application, and the previous protective orders were rendered by a court after a finding by the court that Respondent had committed family violence and was likely to commit family violence in the future.

Continue with [10.D.](#)

10.D. Request for Extended Term

Applicant therefore requests that the term of the protective order exceed two years.

Include [11.](#) if applicable.

**11. Request for Order Separating
Wireless Telephone Service
Account**
§ 85.0225

11. Request for Order Separating Wireless Telephone Service Account

Respondent is the account holder for the wireless telephone service account that includes the following telephone number[s], which [is/are] primarily used by [Applicant/a child who is in Applicant's care or custody/Applicant or a child who is in Applicant's care or custody]: [**specify telephone number[s]**].

[**Name of wireless telephone service provider**], whose registered agent is [**name, address, city, state, zip**], is the wireless telephone service provider for the account.

Applicant requests the Court to order the separation of [the/each] listed wireless telephone number from Respondent's wireless telephone service account and that the Court issue an order directing [**name of wireless telephone service provider**] to transfer the billing responsibilities and rights to [the/each] listed wireless telephone number to Applicant in accordance with the provisions of section 608.001 of the Texas Business and Commerce Code.

12. Request for Temporary Ex Parte Order
§§ 83.001–.007

If a temporary ex parte order under chapter 83 is requested, the application must contain a *detailed* description of the facts and circumstances concerning the alleged family violence *and* the need for immediate protective orders. It must be signed by each applicant under oath that the facts and circumstances stated in the application are *true to the best knowledge and belief* of each applicant. [Tex. Fam. Code § 82.009](#).

12. Request for Temporary Ex Parte Order

Before the filing of this application, Respondent has engaged in conduct that constitutes family violence. [**Specify in detail facts constituting family violence.**] There is an immediate need for the protective order requested in this application.

Based on the conduct of Respondent as alleged, Applicant reasonably fears that there is a clear and present danger of family violence, which will cause Applicant immediate and irreparable injury, loss, and damage, for which Applicant has no adequate remedy at law.

Applicant therefore requests the Court to issue a temporary ex parte order immediately for the protection of Protected Person[s]:

Select the relief that is applicable. The following are examples of some types of relief. Other appropriate relief desired should be requested here.

12.A. Family Violence
§ 85.022(b)(1)

1. Prohibiting Respondent from committing family violence as defined in section 71.004 of the Texas Family Code.

And/Or

2. Prohibiting Respondent from doing any act [**include if dating violence:** other than a defensive measure to protect Respondent] that is intended to result in physical harm, bodily injury, assault, or sexual assault against [any] Protected Person.

And/Or

3. Prohibiting Respondent from doing any act [**include if dating violence:** other than a defensive measure to protect Respondent] that is a threat that reasonably places [any] Protected Person in fear of imminent physical harm, bodily injury, assault, or sexual assault.

And/Or

4. Prohibiting Respondent from committing abuse of a child of the family or household as defined by Texas Family Code section 261.001(1)(C), (E), (G), (H), (I), (J), (K), and (M). [**If specific acts of child abuse are to be addressed in the order, list the acts intended to be covered.**]

And/Or

12.B. Communicating
§ 85.022(b)(2)(A)

5. Prohibiting Respondent from communicating directly with [any] Protected Person in a threatening or harassing manner.

And/Or

12.C. Communicating
§ 85.022(b)(2)(B)

6. Prohibiting Respondent from communicating a threat through any person to [any] Protected Person.

And/Or

12.D. Communicating

§ 85.022(b)(2)(C)

7. On a finding of good cause, prohibiting Respondent from communicating in any manner with [any] Protected Person except through Respondent's attorney or a person appointed by the Court.

And/Or

12.E. Stalking

§ 85.022(b)(5)

8. Prohibiting Respondent from engaging in conduct directed specifically toward [any] Protected Person, including following [the] Protected Person, that is reasonably likely to harass, annoy, alarm, abuse, torment, or embarrass [the] Protected Person.

And/Or

12.F. Going Near Protected Persons

Enforcement by contempt may be difficult.

9. Prohibiting Respondent from going to or near, or within [**specify distance**] of, any location where [any] Protected Person is known by Respondent to be and from remaining within [**specify distance**] after Respondent becomes aware of [the] Protected Person's presence.

And/Or

12.G. Going to Residence or Business

§ 85.022(b)(3)

On request of the applicant or a member of the family or household, the court may exclude the location from the order. [Tex. Fam. Code § 85.007](#). Enforcement problems may result if this information is excluded.

10. Prohibiting Respondent from going to or near the residence[s] or place[s] of employment or business of [any] Protected Person. Applicant requests the Court to specifically prohibit Respondent from going to or near [specify location[s] prohibited] [include if applicable: and to specifically require Respondent to maintain a distance of [specify the minimum distance[s] from the location[s] that respondent must maintain] therefrom].

And/Or

**12.H. Going to Child[ren]'s
Residence, Child Care
Facility, or School**
§ 85.022(b)(4)

On request of the applicant or a member of the family or household, the court may exclude the location from the order. [Tex. Fam. Code § 85.007](#). Enforcement problems may result if this information is excluded.

11. Prohibiting Respondent from going to or near the residence[s], child care [facility/facilities], or school[s] [name[s] of child[ren] protected under the order] normally attend[s] or in which [name[s]] normally reside[s]. Applicant requests the Court to specifically prohibit Respondent from going to or near [specify location[s] prohibited] [include if applicable: and to maintain a distance of [specify the minimum distance[s] from the location[s] that respondent must maintain] therefrom].

And/Or

12.I. Removing Child[ren]
§ 85.021(1)(A)

12. Prohibiting Respondent from removing [name[s] of child[ren] of family or household] from the [possession of [name]]/jurisdiction of the Court].

And/Or

12.J. Harming Animal
§ 85.022(b)(7)

13. Prohibiting Respondent from harming, threatening, or interfering with the care, custody, or control of a pet, companion animal, or assistance animal, as defined by section 121.002 of the Texas Human Resources Code, that is possessed by or in the actual or constructive care of [any] Protected Person.

And/Or

12.K. Disposing of Property
§ 85.021(1)(B)

14. Prohibiting Respondent from transferring, encumbering, or otherwise disposing of property mutually owned or leased by the parties, except when in the ordinary course of business.

And/Or

12.L. Possessing Firearm or Ammunition
§§ 85.022(b)(6), 85.026

15. Prohibiting Respondent from possessing a firearm or ammunition unless Respondent is a peace officer, as defined by section 1.07 of the Texas Penal Code, actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision.

And/Or

12.M. Interfering with Use of Residence

16. Prohibiting Respondent from interfering with Applicant's use of the residence located at [address, city, state], including but not limited to disconnecting utilities or telephone service or causing such services to be disconnected.

And/Or

12.N. Exclusive Use of Residence
§ 85.021(2)

17. Granting Applicant exclusive possession of the parties' residence
[include if applicable: and ordering Respondent to vacate the residence].

And/Or

12.O. Other Acts
§ 85.022(a)

Specify any other acts respondent should be ordered to perform that are necessary or appropriate to prevent or reduce the likelihood of family violence.

If 12.N. is used, include 12.P. if applicable.

**12.P. Accompaniment by Law
Enforcement Officer**
§ 86.003

Applicant requests the Court to render a written order to the [sheriff/
constable/chief of police] to provide a law enforcement officer from the
department of the [sheriff/constable/chief of police] to accompany Applicant
to the parties' residence, to inform Respondent that the Court has ordered
Respondent excluded from the residence, to protect Applicant while Applicant
takes possession of the residence, and to protect Applicant if Respondent
refuses to vacate the residence while Applicant takes possession of Applicant's
necessary personal property.

12.Q. Waiver of Bond
§ 83.003

Applicant requests the Court to dispense with the necessity of a bond.

13. Best Interest
§ 85.001(b)

13. Best Interest

The protective order requested is in the best interest of the family, household, or member of the family or household.

Include 14. if applicable.

14. Confidential Information
§ 82.011

14. Confidential Information

Applicant requests the Court to enter an order requiring Applicant to disclose [his/her] mailing address to the Court, to designate a person to receive on behalf of Applicant any notice or documents filed with the Court related to the application, and to disclose the designated person's mailing address to the Court. Applicant further requests the Court to order the clerk of the Court to strike Applicant's mailing address from the public records of the Court, if applicable, maintain a confidential record of Applicant's mailing address for use only by the Court, and prohibit the release of the information to Respondent.

15. Attorney's Fees and Costs
§§ 81.003–.006

15. Attorney's Fees and Costs

The Court should assess against [name of respondent] a reasonable attorney's fee as compensation for [name of attorney], and judgment should be rendered in favor of [this attorney/[county] County, Texas,/the State of Texas] against [name of respondent].

Applicant requests that Respondent be ordered to pay reasonable attorney's fees, the \$16 protective order fee, the cost of service of the protective order, the costs of court, and all other fees, charges, or expenses incurred in connection with the protective order [before the sixtieth day after the date the order is rendered/on or before [date]].

16. Prayer*16. Prayer***16.A. Required in All Applications**

Applicant prays that notice of this Application for a Protective Order issue as required by law and that the Court enter the protective order[s] as requested in this application.

Include 16.B. if an ex parte order is sought.

16.B. Ex Parte Order

Applicant further prays that the Court immediately issue a temporary protective order, ex parte, in conformity with the allegations stated above, prohibiting Respondent from the acts [include if applicable: and ordering Respondent to do the acts] set forth above until a hearing can be held.

16.C. Required

§§ 84.001–.002

Applicant prays that a hearing be held no later than the fourteenth day after the date this application is filed; that, after notice and hearing, the Court grant the relief requested above; and that the Court dispense with the necessity of a bond.

Applicant prays for attorney's fees, costs, charges, and expenses.

Applicant prays for general relief.

[Name]
Attorney for Applicant
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

17. Notice of Hearing
§ 84.001(a)

Notice of Hearing

IT IS ORDERED that the clerk shall issue notice to Respondent, [name], to appear, and Respondent is ORDERED to appear in person, before this Court in the courthouse at [address, city], Texas, on _____ at _____.M. The purpose of this hearing is to determine whether the Court should issue a protective order in accordance with this application.

This hearing is also to determine whether the Court should assess reasonable attorney's fees against [name of respondent] to be awarded to [name].

Include the following if applicable.

This hearing is also to determine whether the identifying information, which the Court has sealed, should be disclosed to Respondent.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Include the following affidavit if ex parte relief is sought.
An unsworn declaration may be used in place of an affidavit.
See form [8-27](#).

18. Affidavit in Support of Ex Parte Order
§§ 82.009, 83.006

Affidavit in Support of Ex Parte Relief

I, **[name of applicant]**, am the applicant in the above Application for a Protective Order. [I am above the age of eighteen years/I am under the age of eighteen years, and I am seeking protection from dating violence]. I am fully competent to make this affidavit. The facts and circumstances alleged are true to the best of my knowledge and belief.

Allege specific facts and basis for personal knowledge.

If ex parte relief under [Tex. Fam. Code § 85.021\(2\)](#) (excluding party from residence) is sought, include details required by [Tex. Fam. Code § 83.006](#).

[Name of applicant]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Include an affidavit in support of citation by substituted service if applicable. See form [8-23](#).

Attach an affidavit containing information required by [Tex. Fam. Code § 152.209](#) if applicable. See form [56-1](#).

Form 17-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Temporary Ex Parte Protective Order [and Order Setting Hearing]

1. Temporary Ex Parte Order
§§ 83.001–.006

On _____, the application of **[name of applicant]**, Applicant, for a temporary ex parte protective order was presented to the Court.

1.A. Findings

The Court, having examined the pleadings and allegations of Applicant, finds that Applicant's sworn pleadings and allegations show that Applicant is **[state relationship between applicant and respondent]** and that—

Select one or more of the following.

Applicant is a former spouse of Respondent, and a copy of the decree dissolving the marriage is [attached to this application as Exhibit **[exhibit number/letter]**]/unavailable to Applicant at this time, but a copy of the decree will be filed with the Court before the hearing on the application].

And/Or

Applicant has requested a protective order [for [a] child[ren]/against a child who has committed family violence and] who [is/are] not subject to the continuing jurisdiction of a court under the Texas Family Code.

And/Or

Applicant has requested a protective order [for [a] child[ren]/against a child who has committed family violence and] who [is/are] subject to the continuing jurisdiction of a court under the Texas Family Code and who [is/are] involved in the alleged family violence. A copy of the court orders affecting the conservatorship, support, and possession of or access to the child[ren] is [attached to and filed with this application as Exhibit [exhibit number/letter]/unavailable to Applicant at this time, but a copy of the orders will be filed with the Court before a hearing on the application].

And/Or

Applicant has requested a protective order for the child[ren] because Respondent is seeking or attempting to seek contact with the child[ren], Respondent has been convicted of or placed on deferred adjudication community supervision for [an offense under title 5 of the Texas Penal Code based on a court finding that the offense involved family violence under article 42.013 of the Texas Code of Criminal Procedure/an offense under title 6 of the Texas Penal Code], and Respondent's parental rights with respect to the child[ren] have been terminated.

And/Or

Applicant and Respondent [have/had] a dating relationship as defined in section 71.0021(b) of the Texas Family Code.

And/Or

Applicant [is/was] [married to/in a dating relationship with] an individual who [is/was] [married to/in a dating relationship with] Respondent.

And/Or

State other findings as applicable.

Include the following if applicable.

The Court finds that an order for emergency protection has been previously issued under article 17.292 of the Texas Code of Criminal Procedure. The Court further finds that, to the extent that a condition imposed by that previously issued order conflicts with a condition imposed by this order, this order supersedes the order previously issued under article 17.292 of the Texas Code of Criminal Procedure.

Continue with the following.

The Court finds that there is a clear and present danger of family violence unless [**name of family or household member alleged to have committed family violence**] is ordered to do or refrain from doing certain acts, as shown below.

The Court finds that there is an immediate need for the following protective orders to prevent family violence and to protect Applicant [**include if applicable:** and other members of the [family/household]] and that the orders are in the best interest of [the family/the household/[**name[s] of member[s] of family or household**]]. [**If relief under Tex. Fam. Code § 85.022(b)(2)(C) (communicating only through attorney or person appointed by the court) is granted, include findings of good cause.**]

1.B. Definition

In this order, “Protected Person” means [Applicant/[**name[s] of member[s] of family or household**]/Applicant and [**name[s] of member[s] of family or household**]]. [**If any specific relief is not intended to apply to all the identified**

protected persons, the relevant person[s] must be specifically named in the particular item.]

1.C. Orders

IT IS THEREFORE ORDERED that the clerk of this Court issue temporary ex parte protective orders as follows, and Respondent is immediately:

Select one or more of the following as applicable.

1. Prohibited from committing family violence [**specify as necessary**], as defined in section 71.004 of the Texas Family Code.

And/Or

2. Prohibited from doing any act [**include if dating violence**: other than a defensive measure to protect Respondent] that is intended to result in physical harm, bodily injury, assault, or sexual assault against [any] Protected Person.

And/Or

3. Prohibited from doing any act [**include if dating violence**: other than a defensive measure to protect Respondent] that is a threat that reasonably places [any] Protected Person in fear of imminent physical harm, bodily injury, assault, or sexual assault.

And/Or

4. Prohibited from committing abuse of a child of the family or household as defined by Texas Family Code section 261.001(1)(C), (E), (G), (H), (I), (J), (K), and (M). [**If specific acts of child abuse are to be addressed in the order, list the acts intended to be covered.**]

And/Or

5. Prohibited from communicating directly with [any] Protected Person in a threatening or harassing manner.

And/Or

6. Prohibited from communicating a threat through any person to [any] Protected Person.

And/Or

7. Prohibited, on the basis of good cause shown, from communicating in any manner with [any] Protected Person except through Respondent's attorney or **[name of person appointed by the court]**.

And/Or

8. Prohibited from engaging in conduct directed specifically toward [any] Protected Person, including following [the] Protected Person, that is reasonably likely to harass, annoy, alarm, abuse, torment, or embarrass [the] Protected Person.

And/Or

9. Prohibited from going to or near the residence[s] or place[s] of employment or business of [any] Protected Person. **[Unless the information is excluded, specifically describe prohibited location[s] and minimum distance[s] therefrom, if any, that respondent must maintain.]**

And/Or

10. Prohibited from going to or near, or within **[specify distance]** of, any location where [any] Protected Person is known by Respondent to be and

further prohibited from remaining within [**specify distance**] after Respondent becomes aware of [the] Protected Person's presence.

And/Or

11. Prohibited from going to or near the residence[s], child care [facility/facilities], or school[s] [**name[s] of child[ren] protected under the order**] normally attend[s] or in which [**name[s]**] normally reside[s]. [**Unless the information is excluded, specifically describe prohibited location[s] and minimum distance[s] therefrom, if any, that respondent must maintain.**]

And/Or

12. Prohibited from removing [**name[s] of child[ren] of family or household**] from the [possession of [**name**]/jurisdiction of the Court].

And/Or

13. Prohibited from harming, threatening, or interfering with the care, custody, or control of a pet, companion animal, or assistance animal, as defined by section 121.002 of the Texas Human Resources Code, that is possessed by or in the actual or constructive care of [any] Protected Person.

And/Or

14. Prohibited from transferring, encumbering, or otherwise disposing of property mutually owned or leased by the parties, except when in the ordinary course of business.

And/Or

15. Prohibited from possessing a firearm or ammunition, unless Respondent is a peace officer, as defined by section 1.07 of the Texas Penal

Code, actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision.

And/Or

16. Prohibited from interfering with Applicant's use of the residence located at [address, city, state], including but not limited to disconnecting utilities or telephone service or causing such services to be disconnected.

Specify other acts respondent is ordered to do or refrain from doing.

Include 1.D. if applicable.

**1.D. Findings and Orders
Regarding Exclusion from
Residence**
§§ 85.021(2), 83.006

The Court finds that the parties' residence is [owned/leased] [jointly by Applicant and Respondent/by Applicant/by Respondent and that Respondent has an obligation to support [Applicant/Applicant's child[ren]]]. The Court further finds, from Applicant's affidavit and the testimony, that Applicant [resides/has resided within thirty days before the application was filed] on the premises, that Respondent committed family violence against [name], a member of the household, within the thirty-day period before the application was filed, and that there is a clear and present danger that Respondent is likely to commit family violence against a member of the household.

IT IS THEREFORE ORDERED that the clerk of this Court issue a temporary ex parte protective order excluding Respondent, [name], from occupying the parties' residence [**include if applicable:** and ordering Respondent to vacate the residence by _____.M. on _____].

Include the following paragraph if applicable.
See form 17-4 for separate order to chief of police, sheriff, or constable.

IT IS FURTHER ORDERED that the [chief of police of the city of [city]/sheriff of [county] County/constable of Precinct [designation] of [county] County], Texas, is ORDERED to provide a law enforcement officer from [his/her] department to accompany Applicant, [name of applicant], to the residence at [address, city, state], to inform Respondent that the Court has ordered Respondent excluded from the residence, to protect Applicant while Applicant takes possession of the residence, and to protect Applicant if Respondent refuses to vacate the residence while Applicant takes possession of Applicant's necessary personal property.

Continue with the following.

These temporary ex parte protective orders shall be effective immediately and binding on Respondent and shall continue in full force and effect for twenty days from the date this order is signed unless terminated sooner by order of this Court.

The requirement of a bond is waived.

Include the following if hearing was not set when application was filed.

2. *Hearing for Protective Orders*

IT IS FURTHER ORDERED that the clerk shall issue notice to Respondent, [name], to appear, and Respondent is ORDERED to appear in person, before this Court in the courthouse at [address, city], Texas, on _____ at _____ .M. The purpose of this hearing is to determine whether the Court should issue its protective order—

Select one or more of the following as applicable.

1. Prohibiting Respondent from committing family violence as defined in section 71.004 of the Texas Family Code.

And/Or

2. Prohibiting Respondent from doing any act [**include if dating violence:** other than a defensive measure to protect Respondent] that is intended to result in physical harm, bodily injury, assault, or sexual assault against [any] Protected Person.

And/Or

3. Prohibiting Respondent from doing any act [**include if dating violence:** other than a defensive measure to protect Respondent] that is a threat that reasonably places [any] Protected Person in fear of imminent physical harm, bodily injury, assault, or sexual assault.

And/Or

4. Prohibiting Respondent from committing abuse of a child of the family or household as defined by Texas Family Code section 261.001(1)(C), (E), (G), (H), (I), (J), (K), and (M). [**If specific acts of child abuse are to be addressed in the order, list the acts intended to be covered.**]

And/Or

5. Prohibiting Respondent from communicating directly with [any] Protected Person in a threatening or harassing manner.

And/Or

6. Prohibiting Respondent from communicating a threat through any person to [any] Protected Person.

And/Or

7. On a finding of good cause, prohibiting Respondent from communicating in any manner with [any] Protected Person except through Respondent's attorney or a person appointed by the Court.

And/Or

8. Prohibiting Respondent from engaging in conduct directed specifically toward [any] Protected Person, including following [the] Protected Person, that is reasonably likely to harass, annoy, alarm, abuse, torment, or embarrass [the] Protected Person.

And/Or

9. Prohibiting Respondent from going to or near, or within [**specify distance**] of, any location where [any] Protected Person is known by Respondent to be and from remaining within [**specify distance**] after Respondent becomes aware of [the] Protected Person's presence.

And/Or

10. Prohibiting Respondent from going to or near the residence[s] or place[s] of employment or business of [any] Protected Person. [**Specifically describe the prohibited location[s] and the minimum distance[s] therefrom, if any, that respondent must maintain.**]

And/Or

11. Prohibiting Respondent from going to or near the residence[s], child care [facility/facilities], or school[s] [**name[s] of child[ren] protected under the order**] normally attend[s] or in which [**name[s]**] normally reside[s].

[Specifically describe the prohibited location[s] and the minimum distance[s] therefrom, if any, that respondent must maintain.]

And/Or

12. Prohibiting Respondent from removing **[name[s] of child[ren] of family or household]** from the [possession of **[name]**]/jurisdiction of the Court].

And/Or

13. Prohibiting Respondent from harming, threatening, or interfering with the care, custody, or control of a pet, companion animal, or assistance animal, as defined by section 121.002 of the Texas Human Resources Code, that is possessed by or in the actual or constructive care of [any] Protected Person.

And/Or

14. Prohibiting Respondent from transferring, encumbering, or otherwise disposing of property mutually owned or leased by the parties, except when in the ordinary course of business.

And/Or

15. Prohibiting Respondent from possessing a firearm or ammunition unless Respondent is a peace officer, as defined by section 1.07 of the Texas Penal Code, actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision.

And/Or

16. Prohibiting Respondent from interfering with Applicant's use of the residence located at **[address, city, state]**, including but not limited to disconnecting utilities or telephone service or causing such services to be disconnected.

And/Or

17. Suspending Respondent's license to carry a handgun issued under subchapter H, chapter 411, of the Texas Government Code.

And/Or

18. Granting Applicant exclusive possession of the parties' residence [**include if applicable:** and ordering Respondent to vacate the residence].

And/Or

19. Requiring Respondent to complete a battering intervention and prevention program or counseling as provided by section 85.022(a) of the Texas Family Code.

And/Or

20. Awarding Applicant exclusive use and possession of the following property, which is [community property/jointly [owned/leased]]: [**describe property**].

And/Or

21. Granting Applicant exclusive possession of the child[ren], [**name[s]**], and specifying the terms of Respondent's access to the child[ren].

And/Or

22. Ordering Respondent to pay support for [**name[s] of applicant and/or child[ren] entitled to support**].

Specify any other relief sought.

Continue with the following.

This hearing is also to determine whether the Court should assess reasonable attorney's fees against [name of respondent] to be awarded to [specify].

Include the following if applicable.

This hearing is also to determine whether the Court should order the separation of certain wireless telephone number[s] primarily used by [Applicant/a child who is in Applicant's care or custody/Applicant or a child who is in Applicant's care or custody] from Respondent's wireless telephone service account.

Include the following if applicable.

This hearing is also to determine whether the identifying information, which the Court has sealed, should be disclosed to Respondent.

Continue with the following.

3. **Warnings**

- *Required in All Temporary Ex Parte Protective Orders*

Each temporary ex parte protective order must have the following statements in bold-faced type, in capital letters, or underlined.

Warning:

§ 85.026(a)

A PERSON WHO VIOLATES THIS ORDER MAY BE PUNISHED FOR CONTEMPT OF COURT BY A FINE OF AS MUCH AS \$500 OR BY CONFINEMENT IN JAIL FOR AS LONG AS SIX MONTHS, OR BOTH.

NO PERSON, INCLUDING A PERSON WHO IS PROTECTED BY THIS ORDER, MAY GIVE PERMISSION TO ANYONE TO IGNORE OR VIOLATE ANY PROVISION OF

THIS ORDER. DURING THE TIME IN WHICH THIS ORDER IS VALID, EVERY PROVISION OF THIS ORDER IS IN FULL FORCE AND EFFECT UNLESS A COURT CHANGES THE ORDER.

IT IS UNLAWFUL FOR ANY PERSON, OTHER THAN A PEACE OFFICER, AS DEFINED BY SECTION 1.07, PENAL CODE, ACTIVELY ENGAGED IN EMPLOYMENT AS A SWORN, FULL-TIME PAID EMPLOYEE OF A STATE AGENCY OR POLITICAL SUBDIVISION, WHO IS SUBJECT TO A PROTECTIVE ORDER TO POSSESS A FIRE-ARM OR AMMUNITION.

IF A PERSON SUBJECT TO A PROTECTIVE ORDER IS RELEASED FROM CONFINEMENT OR IMPRISONMENT FOLLOWING THE DATE THE ORDER WOULD HAVE EXPIRED, OR IF THE ORDER WOULD HAVE EXPIRED NOT LATER THAN THE FIRST ANNIVERSARY OF THE DATE THE PERSON IS RELEASED FROM CONFINEMENT OR IMPRISONMENT, THE ORDER IS AUTOMATICALLY EXTENDED TO EXPIRE ON:

(1) THE FIRST ANNIVERSARY OF THE DATE THE PERSON IS RELEASED, IF THE PERSON WAS SENTENCED TO CONFINEMENT OR IMPRISONMENT FOR A TERM OF MORE THAN FIVE YEARS; OR

(2) THE SECOND ANNIVERSARY OF THE DATE THE PERSON IS RELEASED, IF THE PERSON WAS SENTENCED TO CONFINEMENT OR IMPRISONMENT FOR A TERM OF FIVE YEARS OR LESS.

A VIOLATION OF THIS ORDER BY COMMISSION OF AN ACT PROHIBITED BY THE ORDER MAY BE PUNISHABLE BY A FINE OF AS MUCH AS \$4,000 OR BY CONFINEMENT IN JAIL FOR AS LONG AS ONE YEAR, OR BOTH. AN ACT THAT RESULTS IN FAMILY VIOLENCE MAY BE PROSECUTED AS A SEPARATE MISDE-

MEANOR OR FELONY OFFENSE. IF THE ACT IS PROSECUTED AS A SEPARATE FELONY OFFENSE, IT IS PUNISHABLE BY CONFINEMENT IN PRISON FOR AT LEAST TWO YEARS.

TPenC § 46.06(a)(6), (b)(2)

IT IS UNLAWFUL FOR ANY PERSON WHO IS SUBJECT TO A PROTECTIVE ORDER TO KNOWINGLY PURCHASE, RENT, LEASE, OR RECEIVE AS A LOAN OR GIFT FROM ANOTHER, A HANDGUN FOR THE DURATION OF THIS ORDER.

18 USC §§ 2262, 2266

INTERSTATE VIOLATION OF THIS PROTECTIVE ORDER MAY SUBJECT RESPONDENT TO FEDERAL CRIMINAL PENALTIES. THIS PROTECTIVE ORDER IS ENFORCEABLE IN ALL FIFTY STATES, THE DISTRICT OF COLUMBIA, TRIBAL LANDS, AND U.S. TERRITORIES.

SIGNED on _____ at _____ .M.

JUDGE PRESIDING

Paragraph 4. must begin on a separate page that follows the judge's signature.

4. Information for Law Enforcement Officers

Information about Respondent to Aid Law Enforcement Officers:

Name:

Home address:

Home telephone number:

Work address:

Work telephone number:

Date of birth:

Color of eyes:

Color of hair:

Height: _____ feet _____ inches

Weight:

Sex:

Race:

Personal descriptors:

Social Security number:

Driver's license or identification number and issuing state:

Complete the protective order address form (form 17-20) to provide the clerk information about to whom to send the order.

Form 17-3

If protective orders are granted against both the applicant and the respondent, two separate orders are required. [Tex. Fam. Code § 85.003](#). For an order to separate a wireless telephone service account, if applicable, see form [17-21](#).

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Final Protective Order**1. Date of Hearing**

On [date] the Court heard the Application of [name of applicant] for a Protective Order.

2. Appearances*Appearances***2.A. Applicant****1. In Person and by Attorney**

Applicant, [name of applicant], appeared in person and through attorney of record, [name], and announced ready.

Or

2. Agreement

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

2.B. Respondent

Respondent, **[name of respondent]**,

Select one of the following.

1. *In Person*

appeared in person and announced ready.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default)*

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

5. *Agreement*

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

Include [2.C.](#) if agreed order is to be entered.

2.C. Agreed Order
§ 85.005

The Court finds that the parties have agreed in writing to the terms under [section 85.021/section 85.022/sections 85.021 and 85.022] of the Texas Family Code set out below, and the Court approves that agreement. The Court further finds that the parties have been informed that the agreed order is enforceable civilly or criminally.

3. Jurisdiction*Jurisdiction*

The Court, after examining the record and hearing the evidence and argument of counsel, finds that all necessary prerequisites of the law have been satisfied and that this Court has jurisdiction over the parties and subject matter of this case.

4. Findings*Findings*

The Court finds that [**clearly state the relationship of the parties**].
[**Include if applicable:** The Court further finds that Applicant and Respondent are intimate partners pursuant to 18 U.S.C. § 921(a)(32).]

Include 4.A., 4.B., and/or 4.C. as applicable.

4.A. Violation of Expired Order
§ 85.002

The Court finds that Respondent has violated a protective order by committing an act prohibited by the order as provided by section 85.022 of the Texas Family Code, that the order was in effect at the time of the violation, and that the order has expired after the date that the violation occurred. The Court further finds that a protective order is necessary and in the best interest of the [family/household/member of the family or household]. [**If relief under Tex. Fam. Code § 85.022(b)(2)(C) (communicating only through attorney or person appointed by the court) is granted, include findings of good cause.**]

And/Or

4.B. Violence
§ 85.001(b)

The Court finds that family violence has occurred and that family violence is likely to occur in the future. [**Include if order is not agreed:** The Court finds that Respondent, [name], has committed family violence.] The Court finds that the following protective orders are for the safety and welfare and in the best interest of Applicant [**include if applicable:** and other members of the [family/household]] and are necessary for the prevention of family violence. [**If relief under Tex. Fam. Code § 85.022(b)(2)(C) (communicating only through attorney or person appointed by the court) is granted, include findings of good cause.**]

And/Or

4.C. Presumption
§ 81.0015

The Court finds that family violence has occurred and is likely to occur in the future based on the fact that Respondent was convicted of or placed on deferred adjudication community supervision for an offense against the child[ren] for whom the suit was filed for an offense under [title 5 of the Texas Penal Code with an affirmative finding that the offense involved family violence under article 42.013 of the Texas Code of Criminal Procedure/title 6 of the Texas Penal Code], Respondent's parental rights with respect to the child[ren] have been terminated, and Respondent is seeking or attempting to seek contact with the child[ren].

Include 4.D. if applicable.

**4.D. Child Subject to Court's
Jurisdiction**
§ 82.007

The Court finds that Respondent, who has committed family violence, is a child subject to the continuing jurisdiction of a court under the Texas Family Code.

5. “Protected Person”

“Protected Person”

In this order, “Protected Person” means [Applicant/[**name[s] of member[s] of family or household**]/Applicant and [**name[s] of member[s] of family or household**]]. [If any specific relief is not intended to apply to all the identified protected persons, the relevant person[s] must be specifically named in the particular item.]

6. Orders

Orders

IT IS ORDERED that Respondent, [**name**], is:

Select one or more of the following as appropriate.

6.A. Family Violence

1. Prohibited from committing family violence [**specify as necessary**], as defined in section 71.004 of the Texas Family Code.

And/Or

2. Prohibited from doing any act [**include if dating violence**: other than a defensive measure to protect Respondent] that is intended to result in physical harm, bodily injury, assault, or sexual assault against [any] Protected Person.

And/Or

3. Prohibited from doing any act [**include if dating violence:** other than a defensive measure to protect Respondent] that is a threat that reasonably places [any] Protected Person in fear of imminent physical harm, bodily injury, assault, or sexual assault.

And/Or

4. Prohibited from committing abuse of a child of the family or household as defined by Texas Family Code section 261.001(1)(C), (E), (G), (H), (I), (J), (K), and (M). [**If specific acts of child abuse are to be addressed in the order, list the acts intended to be covered.**]

And/Or

6.B. Communicating

5. Prohibited from communicating directly with [any] Protected Person in a threatening or harassing manner.

And/Or

6. Prohibited from communicating a threat through any person to [any] Protected Person.

And/Or

7. Prohibited, on the basis of good cause shown, from communicating in any manner with [any] Protected Person except through Respondent's attorney or [**name of person appointed by court**].

And/Or

6.C. Stalking

8. Prohibited from engaging in conduct directed specifically toward [any] Protected Person, including following [the] Protected Person, that is reasonably likely to harass, annoy, alarm, abuse, torment, or embarrass [the] Protected Person.

And/Or

6.D. Going Near Protected Person

9. Prohibited from going to or near, or within [**specify distance**] of, any location where [any] Protected Person is known by Respondent to be and further prohibited from remaining within [**specify distance**] after Respondent becomes aware of [the] Protected Person's presence.

And/Or

6.E. Going to Residence or Business

10. Prohibited from going to or near the residence[s] or place[s] of employment or business of [any] Protected Person. [**Unless the information is excluded, specifically describe prohibited location[s] and minimum distance[s] therefrom, if any, that respondent must maintain.**]

And/Or

6.F. Going to Child[ren]'s Residence, Child Care Facility, or School

11. Prohibited from going to or near the residence[s], child care [facility/facilities], or school[s] [**name[s] of child[ren] protected under the order**] normally attend[s] or in which [**name[s]**] normally reside[s]. [**Unless the**

information is excluded, specifically describe prohibited location[s] and minimum distance[s] therefrom, if any, that respondent must maintain.]

And/Or

6.G. Removing Child[ren]

12. Prohibited from removing [name[s] of child[ren] of family or household] from the [possession of [name]/jurisdiction of the Court].

And/Or

6.H. Harming Animal

13. Prohibited from harming, threatening, or interfering with the care, custody, or control of a pet, companion animal, or assistance animal, as defined by section 121.002 of the Texas Human Resources Code, that is possessed by or in the actual or constructive care of [any] Protected Person.

And/Or

6.I. Disposing of Property

14. Prohibited from transferring, encumbering, or otherwise disposing of property mutually owned or leased by the parties, except when in the ordinary course of business.

And/Or

6.J. Possessing Firearm or Ammunition

15. Prohibited from possessing a firearm or ammunition, unless Respondent is a peace officer, as defined by section 1.07 of the Texas Penal Code, actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision.

And/Or

6.K. Interfering with Use of Residence

16. Prohibited from interfering with Applicant's use of the residence located at **[address, city, state]**, including but not limited to disconnecting utilities or telephone service or causing such services to be disconnected.

Continue with the following.

6.L. Suspension of Handgun License

IT IS ORDERED that the license to carry a handgun that was issued to Respondent, **[name of respondent]**, under subchapter H, chapter 411, of the Texas Government Code is suspended.

Select one or more of the following as applicable and ordered by the court.

6.M. Possession of Residence

IT IS ORDERED that Applicant, **[name of applicant]**, is granted exclusive possession of the residence located at **[address, city, state]**.

And/Or

6.N. Treatment or Counseling

IT IS ORDERED that Respondent [complete a battering intervention and prevention program accredited under article 42.141 of the Texas Code of Criminal Procedure at **[specify program]**/counsel with **[select the appropriate person or agency, such as a social worker, family services agency, physician, psychologist, licensed therapist, or licensed professional counselor who has completed family violence intervention training as required under Tex. Fam. Code § 85.022(a)(3)]**].

IT IS FURTHER ORDERED that Respondent file with the Court, before the sixtieth day after the date this order is rendered, an affidavit stating either that Respondent has started the [program/counseling] or that the [program/counseling] is not available within a reasonable distance of Respondent's residence. IT IS FURTHER ORDERED that, if Respondent files an affidavit that Respondent has started the [program/counseling], Respondent shall file with the Court before the date this protective order expires (1) a statement that Respondent completed the [program/counseling] not later than the earlier of the thirtieth day before this protective order expires or the thirtieth day before the first anniversary of the date this protective order is issued and (2) a letter, notice, or certificate from the [program/counselor] that verifies Respondent's completion of the [program/counseling]. If Respondent fails to provide the affidavit and, if required, the statement and verification of completion of the [program/counseling], as ordered, Respondent may be punished for contempt of court, as provided by section 21.002 of the Texas Government Code, by a fine not to exceed \$500, by confinement in jail for a term not to exceed six months, or by both.

And/Or

6.O. Use of Property

IT IS ORDERED that Applicant, [name of applicant], is awarded exclusive use and possession of the following property: [describe property].

And/Or

6.P. Possession of Child[ren]

IT IS ORDERED that Applicant is granted exclusive possession of the child[ren], [name[s]].

Or

IT IS ORDERED that Respondent, **[name of respondent]**, is granted possession of and access to Respondent's child[ren], **[name[s]]**, as follows: **[specify times and conditions for possession or access]**. IT IS FURTHER ORDERED that Applicant shall have possession of the child[ren] at all times not specifically granted to Respondent in this order.

And/Or

6.Q. Support (Child)

IT IS ORDERED that **[name]** pay to **[name]** for the support of **[name[s] of child[ren]]** **[number]** dollars (\$**[amount]**) per [week/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 [week/month] thereafter until further order of this Court. IT IS ORDERED that all payments shall be made [directly to **[name, address]**]/through **[name and address of local registry]** and then remitted by that agency to **[name]** for the support of the child[ren]].

And/Or

6.R. Support (Nonchild)

IT IS ORDERED that **[name]** pay to **[name]** for [his/her] support **[number]** dollars (\$**[amount]**) per [week/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 [week/month] thereafter until further order of this Court. IT IS ORDERED that all payments shall be made [directly to **[name, address]**]/through **[name and address of local registry]** and then remitted by that agency to **[name]**].

And/Or

6.S. Vacating Residence

IT IS ORDERED that Respondent, [name of respondent], vacate the residence located at [address, city, state], by [time] on [date].

If 6.S. is used, include 6.T. if applicable.
See form 17-4 for separate order to chief of police, sheriff, or constable.

6.T. Accompaniment by Law Enforcement Officer

IT IS FURTHER ORDERED that the [chief of police of the municipality of [municipality]/sheriff of [county] County/constable of Precinct [designation] of [county] County], Texas, is ORDERED to provide a law enforcement officer from [his/her] department to accompany Applicant, [name of applicant], to the residence at [address, city, state], to inform Respondent that the Court has ordered Respondent excluded from the residence, to protect Applicant while Applicant takes possession of the residence and Respondent takes possession of Respondent's necessary personal property, and, if Respondent refuses to vacate the residence, to remove Respondent from the residence and arrest Respondent for violating the Court's order.

And/Or

6.U. Reduction of Likelihood of Family Violence

To prevent or reduce the likelihood of further acts of family violence, IT IS ORDERED that Respondent, [name of respondent], is required to perform the following: [list any additional acts or requirements the court finds will prevent or reduce the likelihood of family violence].

Include 7. if applicable.

7. Confidential Information
§ 82.011

Confidential Information

IT IS ORDERED that Applicant, [name], disclose [her/his] mailing address to the Court, that [she/he] designate a person to receive on [her/his] behalf any notice or documents filed with the Court related to the application, and that [she/he] disclose the designated person's mailing address to the Court.

IT IS FURTHER ORDERED that the clerk of the Court strike Applicant's mailing address from the public records of the Court, if applicable, that the clerk maintain a confidential record of Applicant's mailing address for use only by the Court, and that the clerk prohibit the release of the information to Respondent.

Include 8. if applicable.

**8. Separation of Wireless
Telephone Service Account**
§ 85.0225

Separation of Wireless Telephone Service Account

The Court finds that [Applicant/a child in Applicant's care or custody/ Applicant or a child in Applicant's care or custody] is the primary user of the following wireless telephone number[s] and that the number[s] [is/are] associated with a wireless telephone service account on which Respondent is the account holder: [list number[s]]. On this date the Court rendered a separate order directing [name of wireless telephone service provider] to transfer the billing responsibilities and rights to [the/each] listed number to Applicant. [See form 17-21.]

9. Attorney's Fees
§§ 81.005–.006

Attorney's Fees

The Court finds that [name] should be assessed [number] dollars (\$[amount]) as reasonable attorney's fees for the services of [name of attorney]. IT IS ORDERED that [name of attorney]/[county] County, Texas,/the State of Texas] is awarded judgment of [number] dollars (\$[amount]) for legal services rendered. The judgment, for which let execution issue, is awarded against [name]. [Include if applicable: The amount collected under this judgment shall be paid to [the credit of the county fund from which the salaries of employees of the prosecuting attorney are paid or supplemented/the general revenue fund to the credit of the Department of Family and Protective Services].]

Do not include 10. if respondent is indigent.

10. Fees, Charges, and Expenses
§ 81.003

Fees, Charges, and Expenses

IT IS ORDERED that [name] shall pay the \$16 protective order fee, the standard fee for cost of service of this order, the costs of court, and all other fees, charges, or expenses incurred in connection with this order.

IT IS THEREFORE ORDERED that Respondent shall pay [number] dollars (\$[amount]) to the clerk of this Court on or before [[date]/the sixtieth day after the date this order is rendered] at [address] by cash, cashier's check, or money order.

11. Relief Not Granted*Relief Not Granted*

IT IS ORDERED that all relief requested in the Application for Protective Order but not expressly granted is denied.

12. Forwarding of Order

§ 85.042

Order Forwarded

Designate the municipality where the applicant resides if the applicant resides in a municipality; if not, designate the county and precinct where the applicant resides.

A copy of this order, along with the information provided by [Applicant/Applicant's attorney] that is required under section 411.042(b)(6) of the Texas Government Code, shall be forwarded by the clerk of this Court to [the chief of police of the municipality of [municipality]/the sheriff and appropriate constable of [county] County], Texas, [include if applicable: and the title IV-D agency] no later than the next business day after the date the Court issues this order. [Include if applicable: A copy of this order shall be forwarded by the clerk of this Court to the [staff judge advocate at Joint Force Headquarters/provost marshal of [specify military installation]] if Applicant or attorney for Applicant provides the mailing address to the clerk of this Court.] [Include if applicable: A copy of this order shall be forwarded by the clerk of this Court to [specify child care facility and/or school].]

13. Effective Period

§ 85.025

*Effective Period*Select [13.A.](#) or [13.B.](#)

13.A. Two Years or Less

§ 85.025(a)

This order shall continue in full force and effect until **[date no more than two years after date order issued]**.

Or

13.B. Longer than Two Years

§ 85.025(a-1)

Select [13.B.1.](#), [13.B.2.](#), and/or [13.B.3.](#) as applicable.

13.B.1. Commission of Felony
§ 85.025(a-1)(1)

The Court finds that Respondent committed an act constituting a felony offense involving family violence against [Applicant/**[name[s] of member[s] of family or household]**]/Applicant and **[name[s] of member[s] of family or household]**].

And/Or

13.B.2. Serious Bodily Injury
§ 85.025(a-1)(2)

The Court finds that Respondent caused serious bodily injury to [Applicant/**[name[s] of member[s] of family or household]**]/Applicant and **[name[s] of member[s] of family or household]**].

And/Or

13.B.3. Previous Protective Orders
§ 85.025(a-1)(3)

The Court finds that Respondent was the subject of two or more previous protective orders rendered to protect the same person or persons that this order will protect, and the previous protective orders were rendered by a court

after a finding by the court that Respondent had committed family violence and was likely to commit family violence in the future.

Include 13.B.4. if term longer than two years is ordered.

13.B.4. Order for Extended Term

IT IS THEREFORE ORDERED that this order shall continue in full force and effect until [date more than two years after date order issued].

Include 14. if applicable.

**14. Previously Issued Order
under Code of Criminal
Procedure**

*Tex. Code Crim. Proc. art.
17.292(f–1)*

Effect on Previous Order

The Court finds that an order for emergency protection has been previously issued under article 17.292 of the Texas Code of Criminal Procedure. The Court further finds that, pursuant to article 17.292(f–1) of the Texas Code of Criminal Procedure, to the extent that a condition imposed by that previously issued order conflicts with a condition imposed by this order, this order supersedes the order previously issued under article 17.292 of the Texas Code of Criminal Procedure.

Include 15. if order provides for possession of or access to a child (see 6.P.).

**15. Notice Regarding Child
Custody Enforcement**
§ 105.006(e–1)

Enforcement of Child Custody Provisions

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.

16. Warnings

- *Required in All Protective Orders*
§ 85.026

Each protective order must contain the following statements in bold-faced type, in capital letters, or underlined.

Warnings:

A PERSON WHO VIOLATES THIS ORDER MAY BE PUNISHED FOR CONTEMPT OF COURT BY A FINE OF AS MUCH AS \$500 OR BY CONFINEMENT IN JAIL FOR AS LONG AS SIX MONTHS, OR BOTH.

NO PERSON, INCLUDING A PERSON WHO IS PROTECTED BY THIS ORDER, MAY GIVE PERMISSION TO ANYONE TO IGNORE OR VIOLATE ANY PROVISION OF THIS ORDER. DURING THE TIME IN WHICH THIS ORDER IS VALID, EVERY PROVISION OF THIS ORDER IS IN FULL FORCE AND EFFECT UNLESS A COURT CHANGES THE ORDER.

IT IS UNLAWFUL FOR ANY PERSON, OTHER THAN A PEACE OFFICER, AS DEFINED BY SECTION 1.07, PENAL CODE, ACTIVELY ENGAGED IN EMPLOYMENT

AS A SWORN, FULL-TIME PAID EMPLOYEE OF A STATE AGENCY OR POLITICAL SUBDIVISION, WHO IS SUBJECT TO A PROTECTIVE ORDER TO POSSESS A FIRE-ARM OR AMMUNITION.

IF A PERSON SUBJECT TO A PROTECTIVE ORDER IS RELEASED FROM CONFINEMENT OR IMPRISONMENT FOLLOWING THE DATE THE ORDER WOULD HAVE EXPIRED, OR IF THE ORDER WOULD HAVE EXPIRED NOT LATER THAN THE FIRST ANNIVERSARY OF THE DATE THE PERSON IS RELEASED FROM CONFINEMENT OR IMPRISONMENT, THE ORDER IS AUTOMATICALLY EXTENDED TO EXPIRE ON:

(1) THE FIRST ANNIVERSARY OF THE DATE THE PERSON IS RELEASED, IF THE PERSON WAS SENTENCED TO CONFINEMENT OR IMPRISONMENT FOR A TERM OF MORE THAN FIVE YEARS; OR

(2) THE SECOND ANNIVERSARY OF THE DATE THE PERSON IS RELEASED, IF THE PERSON WAS SENTENCED TO CONFINEMENT OR IMPRISONMENT FOR A TERM OF FIVE YEARS OR LESS.

A VIOLATION OF THIS ORDER BY COMMISSION OF AN ACT PROHIBITED BY THE ORDER MAY BE PUNISHABLE BY A FINE OF AS MUCH AS \$4,000 OR BY CONFINEMENT IN JAIL FOR AS LONG AS ONE YEAR, OR BOTH. AN ACT THAT RESULTS IN FAMILY VIOLENCE MAY BE PROSECUTED AS A SEPARATE MISDEMEANOR OR FELONY OFFENSE. IF THE ACT IS PROSECUTED AS A SEPARATE FELONY OFFENSE, IT IS PUNISHABLE BY CONFINEMENT IN PRISON FOR AT LEAST TWO YEARS.

*18 USC §§ 922(g)(8), 924(a)(2),
(e)*

IT IS UNLAWFUL FOR ANY PERSON WHO IS SUBJECT TO A PROTECTIVE ORDER TO POSSESS A FIREARM OR AMMUNITION. POSSESSION OF A FIREARM OR AMMUNITION, AS DEFINED IN 18 U.S.C. § 921, WHILE THIS PROTECTIVE ORDER IS IN EFFECT MAY BE A FELONY UNDER FEDERAL LAW PUNISHABLE BY UP TO TEN YEARS IN PRISON, A \$250,000 FINE, OR BOTH.

18 USC § 925(a)(1)

PURSUANT TO 18 U.S.C. § 925(a)(1), THE RESTRICTIONS ON POSSESSION OF FIREARMS OR AMMUNITION FOUND AT 18 U.S.C. § 922(g)(8), AND IMPOSED BY THIS PROTECTIVE ORDER, DO NOT APPLY TO FIREARMS OR AMMUNITION ISSUED BY THE UNITED STATES OR ANY DEPARTMENT OR AGENCY THEREOF OR ANY STATE OR ANY DEPARTMENT, AGENCY, OR POLITICAL SUBDIVISION THEREOF, WHICH RESPONDENT POSSESSES IN CONNECTION WITH THE DISCHARGE OF OFFICIAL GOVERNMENT DUTIES. THE POSSESSION OF PRIVATELY-OWNED FIREARMS AND AMMUNITION, HOWEVER, REMAINS UNLAWFUL AND VIOLATES THE TERMS OF THIS PROTECTIVE ORDER.

TPenC § 46.06(a)(6), (b)(2)

IT IS UNLAWFUL FOR ANY PERSON WHO IS SUBJECT TO A PROTECTIVE ORDER TO KNOWINGLY PURCHASE, RENT, LEASE, OR RECEIVE AS A LOAN OR GIFT FROM ANOTHER, A HANDGUN FOR THE DURATION OF THIS ORDER.

18 USC §§ 2262, 2266

INTERSTATE VIOLATION OF THIS PROTECTIVE ORDER MAY SUBJECT RESPONDENT TO FEDERAL CRIMINAL PENALTIES. THIS PROTECTIVE ORDER IS ENFORCEABLE IN ALL FIFTY STATES, THE DISTRICT OF COLUMBIA, TRIBAL LANDS, AND U.S. TERRITORIES.

17. Date of Order*Date of Order*

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to
sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Applicant
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If the respondent or both parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Respondent

Include if applicable.

Applicant

Complete the Texas Crime Information Center report (form [17-19](#)) to provide information for law enforcement officers.

Complete the protective order address form (form [17-20](#)) to provide the clerk information about to whom to send the order.

Form 17-4

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order to [Sheriff/Chief of Police/Constable] of _____, Texas

TO THE [SHERIFF/CHIEF OF POLICE/CONSTABLE] OF [jurisdiction], TEXAS:

On [date] the Court granted the Application for a Protective Order of [name of applicant], Applicant. The Court's order excludes Respondent, [name of respondent], from the residence located at [address], [county] County, Texas.

Include the following for a temporary ex parte protective order.

You are ORDERED to provide a law enforcement officer from your department in accordance with section 86.003 of the Texas Family Code—

1. to accompany Applicant to the residence covered by the order;
2. to inform Respondent that the Court has ordered that Respondent be excluded from the residence;
3. to protect Applicant while Applicant takes possession of the residence; and
4. to protect Applicant if Respondent refuses to vacate the residence while Applicant takes possession of Applicant's necessary personal property.

Include the following for a final protective order.

You are ORDERED to provide a law enforcement officer from your department in accordance with section 86.004 of the Texas Family Code—

1. to accompany Applicant to the residence covered by the order;
2. to inform Respondent that the Court has ordered that Respondent be excluded from the residence;
3. to protect Applicant while Applicant takes possession of the residence and Respondent takes possession of Respondent's necessary personal property; and
4. if Respondent refuses to vacate the residence, you are ORDERED to remove Respondent from the residence and to arrest Respondent for violating a court order.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Information about Respondent:

Name:

Home address:

Home telephone number:

Work address:

Work telephone number:

Date of birth:

Color of eyes:

Color of hair:

Height: _____ feet _____ inches

Weight:

Sex:

Race:

Personal descriptors:

Social Security number:

Driver's license or identification number and issuing state:

Form 17-5

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Transfer Protective Order

This Motion to Transfer Protective Order is brought by **[name of movant]**, a party to the protective order rendered by this Court on **[date]**, who requests transfer of the protective order.

Select one of the following.

The protective order was rendered before a suit [for dissolution of marriage/affecting the parent-child relationship] was filed in **[county]** County, Texas, under Cause No. **[number]**, in the **[designation]** Court.

Or

The protective order was rendered while a suit [for dissolution of marriage/affecting the parent-child relationship] was pending in the **[designation]** Court of **[county]** County, Texas, under Cause No. **[number]**.

Or

The protective order affects the rights of **[name]**, a party to the protective order, to possession of or access to a child and was rendered after a final order was rendered in a suit affecting the parent-child relationship in Cause No. **[number]** in the **[designation]** Court in **[county]** County, Texas.

Continue with the following.

In the interest of justice or for the safety or convenience of a party or a witness, the Court is requested to transfer the protective order to the **[designation]** Court in **[county]** County, Texas, which has [jurisdiction of Cause No. **[number]**]/continuing, exclusive jurisdiction of the child[ren] **[name[s]]**], for the reasons stated below.

State reasons for requested transfer.

[Name of movant] prays that notice be issued as required by law. **[Name of movant]** prays that the Court order the transfer of the protective order in accordance with the allegations of this motion.

[Name of movant] prays for general relief.

[Name]
 Attorney for **[name of movant]**
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for **[name of movant]**

Form 17-6

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Transferring Protective Order

The Court, after considering the Motion to Transfer Protective Order filed by [name of movant], finds the motion should be granted.

IT IS THEREFORE ORDERED that this protective order is transferred to the [designation] Court of [county] County, Texas, which has [jurisdiction of Cause No. [number]/ continuing exclusive jurisdiction of the child[ren] [name[s]]]. [Include appropriate orders for transfer of files in accordance with Tex. Fam. Code § 155.207.]

Include the following unless the movant is the applicant for the protective order or the applicant's attorney.

All costs, including certified or other copying expenses and postage, are taxed against [name], for which let execution issue.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 17-7

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Review Protective Order

This Motion to Review Protective Order is brought by **[name of movant]**, a party to the protective order rendered by this Court on **[date]**, who shows in support:

The protective order rendered by this Court on **[date]** is due to expire on **[date]**.

This Motion to Review Protective Order is filed more than one year after the date [the order was rendered/the Court rendered an order on a previously filed Motion to Review Protective Order], and Movant requests that the Court determine if there is a continuing need for the order.

[Name of movant] prays the Court grant this Motion to Review Protective Order.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designatedion and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name of movant]

Form 17-8

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Review Protective Order

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

Or

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

Continue with the following.

Respondent, [name],

Select one of the following.

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

appeared in person and announced ready.

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

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

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

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

Use the following if the court finds the date of expiration should be changed.

The Court, after considering the Motion to Review Protective Order filed by [name of movant], finds that there is no continuing need for the order and that therefore the date of expiration of the protective order entered by this Court on [date] should be changed.

IT IS THEREFORE ORDERED that the protective order entered by this Court on [date] and due to expire on [date] shall now expire on [date].

Use the following if the court finds the date of expiration should not be changed.

The Court, after considering the Motion to Review Protective Order filed by [name of movant], finds that there is a continuing need for the order and that the date of expiration of the protective order entered by this Court on [date] should remain unchanged.

IT IS THEREFORE ORDERED that the protective order entered by this Court on [date] shall remain in full force and effect.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Movant

Respondent

Form 17-9

This letter, appropriately adapted, is to be sent to the clerk on original entry of the protective order and whenever relevant information changes or the order is vacated.

Letter Regarding to Whom Protective Order Should Be Delivered

[Date]

[Name and address of clerk of the court]

Re: [style of case]

[Salutation]

Select as applicable.

1. Delivery to Law Enforcement

Officer

§ 85.042(a), (a-1), (d);

TGC § 411.042(b)(6)

Please forward the information in the attached Texas Crime Information Center report to the [chief of police of [name of municipality in which the member of the family or household protected by the order resides], whose address is [address]/constable and sheriff of [name of county in which the person resides, if the person does not reside in a municipality], whose address is [address]] [include if applicable: , and to the [staff judge advocate at Joint Force Headquarters/provost marshal of [specify military installation]], whose address is [address]]. Please request the [chief of police/constable and sheriff] to enter the information in the statewide law enforcement information system.

**2. Delivery to Child Care Facility
or School**
§ 85.042(b), (d)

Please forward a conformed copy of the protective order entered by this Court on [date] to [name and address of child care facility or school].

And/Or

**3. Notification of Vacation of
Order**
§ 85.042(c)

Please notify each individual or entity who received a copy of the original or modified order that the protective order entered by this Court on [date] has been vacated.

And/Or

**4. Notification of License
Suspension**
§ 85.042(e)

Please forward a conformed copy of the protective order rendered by this Court on [date] to the Texas Department of Public Safety (DPS), advise the DPS that Respondent's handgun license has been suspended by this Court, and request that the DPS record that suspension in its records, report the suspension to the local law enforcement agencies, as appropriate, and demand surrender of the suspended license from the license holder.

Continue with the following.

Please file mark and return to my office a copy of the above-requested letter.

Sincerely,

[Name]

Enc.

Attach completed Texas Crime Information Center report (form [17-19](#)), if applicable.

Attach completed protective order address form (form [17-20](#)), if applicable.

Form 17-10**Letter Regarding Sealing of Identifying Information**

[Date]

[Name and address of clerk of the court]

Re: [style of case]

[Salutation]

Pursuant to section 152.209 of the Texas Family Code, the Court has sealed all of the applicant's identifying information in this matter. Until the Court rules otherwise, do not make available through any form or means, including electronic dissemination, any information that would identify the applicant.

Sincerely,

[Name]

Form 17-11

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Vacate Protective Order

This Motion to Vacate Protective Order is brought by [name of movant], a party to the protective order rendered by this Court on [date], who shows in support:

In the interest of justice, [name of movant] requests the Court to vacate the protective order rendered by this Court on [date] for the reasons stated below:

State reasons the protective order should be vacated.

[Name of movant] prays the Court grant this Motion to Vacate Protective Order.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 17-12

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Vacate Protective Order

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

Or

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

Continue with the following.

Respondent, [name],

Select one of the following.

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

appeared in person and announced ready.

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

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

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

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

Continue with the following.

The Court, after considering the Motion to Vacate Protective Order filed by [**name of movant**], finds the motion should be [granted/denied].

IT IS THEREFORE ORDERED that the protective order entered by this Court on [**date**] [is vacated/shall remain in full force and effect].

SIGNED on _____.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[**Name**]

Attorney for Movant

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

[**Name**]

Attorney for Respondent

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Movant

Respondent

Form 17-13

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Modify Protective Order

This Motion to Modify Protective Order is brought by **[name of movant]**, a party to the protective order rendered by this Court on **[date]**, who shows in support:

Select one or both of the following.

Movant requests the Court to include the following item[s] that could have been included in the protective order issued by this Court on **[date]**.

List item(s) to be included.

And/Or

Movant requests the Court to exclude the following item[s] that **[was/were]** included in the protective order issued by this Court on **[date]**.

List item(s) to be excluded.

Continue with the following.

Movant prays the Court grant this Motion to Modify Protective Order.

[Name]Attorney for **[name of movant]**

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]****Notice of Hearing**

The above motion is set for hearing on _____ at _____. M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk**Certificate of Service**

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]Attorney for **[name of movant]**

Form 17-14

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Modify Protective Order

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

Or

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

Continue with the following.

Respondent, [name],

Select one of the following.

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

appeared in person and announced ready.

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

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

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

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

Continue with the following.

The Court, after considering the Motion to Modify Protective Order filed by [name of movant], finds the motion has merit and that the protective order entered by this Court on [date] should be modified.

Select one or both of the following.

IT IS THEREFORE ORDERED that the protective order entered by this Court on [date] is modified to include the following item[s]:

List item(s) to be included.

And/Or

IT IS [THEREFORE/FURTHER] ORDERED that the protective order entered by this Court on [date] is modified to exclude the following item[s]:

List item(s) to be excluded.

Continue with the following.

All provisions of the Final Protective Order not modified in this order shall remain in full force and effect.

The Final Protective Order as modified by this order shall expire on [date].

SIGNED on _____.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Movant
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Movant

Respondent

Form 17-15

Letter to Landlord Terminating Lease Early—Family Violence

[Date]

[Name and address of landlord]

Re: Lease for [address of property]

[Salutation]

My name is [name of attorney], and I represent [name of tenant], who is a tenant in the above-referenced property. My client is exercising [his/her] right to terminate the lease before expiration of the lease term pursuant to section 92.016 of the Texas Property Code. My client intends to vacate the property.

[Enclosed is/You will be provided with] [[a temporary injunction issued under subchapter F, chapter 6, of the Texas Family Code/a temporary ex parte order issued under chapter 83 of the Texas Family Code/a protective order issued under chapter 85 of the Texas Family Code/an order of emergency protection under article 17.292 of the Texas Code of Criminal Procedure] that protects [the tenant/an occupant] from family violence/a copy of documentation of family violence against [the tenant/an occupant] from [a licensed health-care service provider who examined the victim/a licensed mental health services provider who examined or evaluated the victim/an advocate from a family violence center who assisted the victim]]. A copy of section 92.016 of the Texas Property Code is enclosed for your records.

Please note that under this statute, following thirty days from the date this notice is provided, my client will not be liable for any obligations for future rent after the property is vacated or for sums payable under the lease for terminating the lease before expiration of the lease term.

Thank you for your cooperation in this matter.

Sincerely yours,

[Name of attorney]

Enc.

If the order or injunction or other documentation is not enclosed, send it separately when it becomes available.

Form 17-16

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Enforcement of Protective Order and Order to Appear

This Motion for Enforcement of Protective Order is brought by [name of movant], Movant. [The last three numbers of Movant's driver's license number are [numbers]./Movant has not been issued a driver's license.] [The last three numbers of Movant's Social Security number are [numbers]./Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

Or

3. A motion to transfer under section 85.064 of the Texas Family Code has been filed with the Court simultaneously with this motion.

Or

3. [Movant/Respondent] lives in this county.

Or

3. A violation of the order alleged in this motion occurred in this county.
4. Respondent is [**name of respondent**], and [he/she] resides at [**address, city, state, zip code**]]. Process should be served on [him/her] at this address.
5. On [**date**], in Cause No. [**number**], styled “[**style of case**],” in the [**designation**] Court of [**county**] County, the Court signed a protective order that appears in the minutes of the Court and states in relevant part as follows: [**quote the exact language of the order to be enforced**].

Or

5. On [**date**], in Cause No. [**number**], styled “[**style of case**],” in the [**designation**] Court of [**county**] County, the Court signed a protective order that appears in the minutes of the Court, a copy of which is attached as Exhibit [**exhibit number/letter**].

Continue with the following.

Movant was [the applicant/a person protected by the protective order] in the prior proceedings.

6. Respondent, [**name of respondent**], has violated the protective order described above by [failing to pay the fees and costs by the date stated in the protective order/failing to file an affidavit concerning compliance with the Court’s order to [complete a battering intervention and prevention program/attend counseling]/failing to pay the fees and costs by the date stated in the protective order and failing to file an affidavit concerning compliance with the Court’s order to [complete a battering intervention and prevention program/attend counseling]].

Movant requests that for [the/each] violation alleged above, Respondent be held in contempt, fined up to \$500, and jailed for up to six months. Movant further requests that each period of confinement run and be satisfied [concurrently/consecutively].

7. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the rights of [**name of movant**]. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

Movant prays that Respondent be held in contempt and punished as requested, that a judgment be granted for the fines assessed plus interest thereon, and that the Court clarify any part of its prior order found not specific enough to be enforced by contempt, for attorney's fees, expenses, costs, and interest, and for all further relief authorized by law.

[**Name**]
Attorney for Movant
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Order to Appear

Respondent, [**name of respondent**], is ORDERED to appear and respond to this Motion for Enforcement of Protective Order in [**designation and location of court**] on _____ at _____.M. The purpose of this hearing is to determine whether the relief requested in this motion should be granted.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of
the order.

If applicable, attach a copy of the police reports.

Form 17-17

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Answer to Motion for Enforcement of Protective Order

This Answer to Motion for Enforcement of Protective Order is filed by [**name of respondent**], Respondent. [The last three numbers of Respondent's driver's license number are [**numbers**]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [**numbers**]./Respondent has not been issued a Social Security number.]

Include [1](#). if applicable.

1. Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

Continue with [2](#)–[5](#). as applicable.

2. Respondent denies the allegations of the Motion for Enforcement of Protective Order.

3. The order sought to be enforced by Movant is incapable of enforcement, in that it is ambiguous and is not clear and specific enough in its terms that Respondent knows what duties or obligations are required.

4. Respondent has had insufficient notice of the hearing set on Movant's Motion for Enforcement of Protective Order and has had insufficient time to prepare to respond to the motion. In the interest of justice, hearing on Movant's motion should be delayed and reset.

5. Respondent asserts that the protective order that Movant is seeking to enforce has expired.

Continue with the following.

Respondent prays that the Court deny Movant's Motion for Enforcement of Protective Order and that Respondent recover all attorney's fees, costs, and expenses incurred.

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for Respondent

Form 17-18

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order [Clarifying/Holding Respondent in Contempt for Violating]
Protective Order**

On [date] the Court heard Movant's Motion for Enforcement of Protective Order.

Appearances

Movant, [name of movant],

Select one of the following.

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Jury

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

Or

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

Identification of Protective Order

The Court finds that the protective order that Movant is seeking to enforce was signed on [date] [include if applicable: in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County] and appears in the minutes of [this/the] Court. A copy of the order is attached as Exhibit [exhibit number/letter].

Include the following paragraphs if part of the prior order is clarified.

Clarification of Prior Order

The Court finds that certain terms of the protective order rendered by [this/the] Court are not specific enough to be enforced by contempt, that the protective order should be clari-

fied, and that Respondent should be ordered to comply with the terms of the clarified protective order no later than **[date]**, which the Court specifically finds is a reasonable time for compliance.

IT IS ORDERED that the protective order signed by [this/the] Court on **[date]** is clarified as follows:

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order and that *all* terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the protective order that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that Respondent shall comply with the terms of the prior order that are clarified in this order no later than **[date]**, after which this clarifying order may be enforced by contempt.

Findings

The protective order that Movant seeks to enforce states in relevant part as follows:
[quote the exact language of the order to be enforced].

The Court finds that Respondent has failed to comply with the provisions of the order as follows:

1. Respondent failed to pay the fees and costs by the date stated in the protective order.

And/Or

2. Respondent failed to file an affidavit concerning compliance with the Court's order to [complete a battering intervention and prevention program/attend counseling].

Contempt Findings

The Court finds that Respondent has failed to comply with the Court's order as set out above and that Respondent is guilty of [a separate act of contempt for each such separate failure to act/contempt for such failure to act].

Include the following if civil contempt punishment is to be assessed.

The Court further finds that on the day of this hearing Respondent has the ability to comply with the prior order of the Court.

Continue with the following.

The Court further finds that attorney's fees and costs relating to this enforcement action in the amount of \$[**amount**] should be assessed against Respondent.

Relief Granted

IT IS ADJUDGED that Respondent, [**name of respondent**], is in contempt for [the/each separate] violation enumerated above.

Criminal Contempt

IT IS ORDERED that punishment for [the/each separate] violation is assessed at a fine of [**specify up to \$500**] dollars (\$[**amount**]) and confinement in the county jail of [**county**] County, Texas, for a period of [**specify up to 180**] days.

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of [**county**] County, Texas, for a period of [**specify up to 180**] days for [the/each separate] violation enumerated above. [**Include if applicable:** IT IS ORDERED that each period of confinement assessed in this order shall run and be satisfied [concurrently/consecutively].]

If each period of confinement assessed is to run and be satisfied consecutively, confinement may not exceed a cumulative total of eighteen months for three or more periods of confinement arising out of the same matter. [Tex. Gov't Code § 21.002\(h\)](#).

And/Or

Civil Contempt

IT IS ORDERED that Respondent, [**name of respondent**], shall [be/thereafter be further] confined in the county jail of [**county**] County, Texas, until Respondent has complied with the following orders. IT IS ORDERED that Respondent—

1. pay [**number**] dollars (\$[**amount**]), as costs of this enforcement proceeding, to [**name**], [the District Clerk of [**county**] County, Texas/Movant/Movant's attorney], at [**address**]; [and]
2. pay [**number**] dollars (\$[**amount**]), as attorney's fees in this enforcement proceeding, to [**name**] at [**address**] [; and/.]

Include [3](#). if applicable.

3. pay the fees and the costs stated in the protective order.

For provisions for suspension of commitment, see form [33-6](#).

Attorney's Fees

IT IS ORDERED that judgment is awarded to [**name of attorney**] in the amount of [**number**] dollars (\$[**amount**]) for reasonable attorney's fees, expenses, and costs, with interest at [**percent**] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [**name of respondent**], Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to [**name of attorney**] at [**address**] on or before [**time**] on [**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. The attorney's fees and costs awarded herein may be enforced by any means available, including contempt. Any amounts paid under the order[s] above shall be credited against this judgment.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Attach the exhibit containing a copy of the order.

For a writ of commitment, see form [35-1](#).

Form 17-19

TCIC Data Entry Form

PROTECTIVE ORDERSData Entry Form for
TEXAS CRIME INFORMATION CENTER (TCIC)

The intent of this form is to aid court clerks with the collecting and providing to local law enforcement agencies pertinent information regarding protective orders for the purpose of entry into TCIC.

To be filled out by Criminal Justice/Law Enforcement Official:

ORI: _____ *(check one)* **PROTECTIVE ORDER:** _____ **EMERGENCY PROTECTIVE ORDER:** _____

OCA: _____ **PROTECTIVE ORDER NO:** _____ **COURT IDENTIFIER:** _____

ISSUE DATE: _____ **DATE OF EXPIRATION:** _____ **DATE OF DISMISSAL:** _____

*** RESPONDENT INFORMATION ***

Items in ALL UPPERCASE LETTERS must be answered to allow entry into TCIC.

NAME OF RESPONDENT: _____ **SEX:** *(circle one)* M F

RACE: *(circle one)* Indian Asian Black White Unknown **Ethnicity:** *(circle one)* Hispanic Non-Hispanic Unknown

Place of Birth: _____ **CTZ:** _____ **DATE OF BIRTH:** _____ **HEIGHT:** _____ **WEIGHT:** _____

Skin: *(circle one)* Albino Black Dark Dk Brown Fair Light Lt Brown Medium Med Brown Olive Ruddy Sallow Yellow Unknown

EYE COLOR: *(circle one)* Black Blue Brown Gray Green Hazel Maroon Pink Multi-Colored Unknown

HAIR COLOR: *(circle one)* Black Blond Brown Gray Red White Sandy Bald Unknown

Scars, Marks and/or Tattoos: *(please describe in detail):* _____

Caution and Medical Conditions: (circle all that apply) 00—Armed and Dangerous 05—Violent Tendencies 10—Martial Arts Expert
15—Explosive Expertise 20—Known to abuse drugs 25—Escape risk 30—Sexually violent predator 50—Heart condition
55—Alcoholic 60—Allergies 65—Epilepsy 70—Suicidal 80—Medication Required 85—Hemophilic 90—Diabetic 01—Other

PROTECTION ORDER CONTIONS (PCO): (circle all that apply)

- 01—Respondent is restrained from assaulting, threatening, abusing, harassing, following, interfering with or stalking the protected person and/or child of the protected person.
- 02—Respondent may not threaten a member of the protected person's family/household.
- 03—The protected person is granted exclusive possession of the residence/household.
- 04—Respondent is required to stay away from the residence, property, school or place of employment of the protected person or other family or household member.
- 05—Respondent is restrained from making any communication with the protected person including, but not limited to, personal, written, or phone contact, or their employers, employees or fellow workers, or other whom the communication would be likely to cause annoyance or alarm.
- 06—Respondent is awarded temporary custody of the children named.
- 07—Respondent is prohibited from possessing and/or purchasing a firearm or other weapon.
- 08—See miscellaneous field for comments regards terms and conditions of the protection order.
- 09—The protected person is awarded temporary exclusive custody o the child(ren) named.

BRADY RECORD INDICATOR (BRD): N—Respondent is NOT disqualified Y—Respondent is disqualified U—Unknown

RELATIONSHIP TO PROTECTED PERSON: _____

(PLEASE INCLUDE THE FOLLOWING NUMERIC IDENTIFIERS, IF AVAILABLE):

Texas I.D. No: _____ **Misc I.D. No:** _____ **Social Security No:** _____

Driver's License No: _____ **Driver's License State:** _____ **Date of Expiration:** _____

Respondent's Address:

STREET: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____ **COUNTY:** _____

TCIC DATA ENTRY FORM FOR PROTECTIVE ORDERS
PAGE TWO

RESPONDENT'S NAME: _____

Respondent's Vehicle Information:

License Plate No: _____ L.P. State: _____ L.P. Year Of Expiration: _____ L.P. Type: _____

Vehicle I.D. #: _____ Year: _____ Make: _____ Model: _____ Style: _____ Color: _____

***** PROTECTED PERSON INFORMATION *****

NAME OF PROTECTED PERSON: _____ SEX: (circle one) M F

RACE: (circle one) Indian Asian Black White Unknown Ethnicity: (circle one) Hispanic Non-Hispanic Unknown

DATE OF BIRTH: _____ SOCIAL SECURITY NO. (PSN): _____

Street: _____ City: _____ State: _____ Zip: _____ COUNTY: _____

Protected Person Employment Information: (use additional pages if necessary)

Place of Employment Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Place of Employment Name: _____ Address: _____

City: _____ State: _____ Zip: _____

***** PROTECTED CHILD INFORMATION *****

(Use additional pages if necessary)

Name of Protected Child: _____ Sex: (circle one) M F

Race: (circle one) Indian Asian Black White Unknown Ethnicity: (circle one) Hispanic Non-Hispanic Unknown

Date of Birth: _____ Child Care or School Facility Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Protected Child: _____ Sex: (circle one) M F

Race: (circle one) Indian Asian Black White Unknown Ethnicity: (circle one) Hispanic Non-Hispanic Unknown

Date of Birth: _____ Child Care or School Facility Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Protected Child: _____ Sex: (circle one) M F

Race: (circle one) Indian Asian Black White Unknown Ethnicity: (circle one) Hispanic Non-Hispanic Unknown

Date of Birth: _____ Child Care or School Facility Name: _____

Address: _____ City: _____ State: _____ Zip: _____

To be filled out by Criminal Justice/Law Enforcement Official:

SID #: _____ FBI #: _____ FPC: _____ MNU: _____

TEXAS DEPARTMENT OF PUBLIC SAFETY (JANUARY 1996) REVISED: JUNE 2007

Form 17-20

Include the following notice if the document is filed with the court.
See § 6 of the Introduction in volume 1 of this manual concerning
protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

Protective Order Address Form

CAUSE NO: [number] JUDICIAL COURT

APPLICANT:

Name:

Address:

City/State/ZIP Code:

RESPONDENT:

Name:

Address:

City/State/ZIP Code:

SPN:

SCHOOL/DAYCARE:

Name:

Address:

City/State/ZIP Code:

MANDATORY MILITARY INFORMATION:

Is Respondent a member of the state military forces or currently serving in the armed forces of the United States in an active duty status? [Yes/No]

If “Yes,” state the mailing address of the staff judge advocate at Joint Force Headquarters or the provost marshal of the military installation Respondent is currently assigned to, as applicable, and the name of the commanding officer:

Form 17-21

An order directing a wireless telephone service provider to separate an account must be a separate order, rather than part of a protective order. See [Tex. Fam. Code § 85.0225\(c\)](#).

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order to Separate Wireless Telephone Service Account

On **[date]** the Court granted the Application of **[name of applicant]** for a Protective Order.

The Court finds that the wireless telephone number[s] listed below [is/are] primarily used by [Applicant/a child who is in Applicant's care or custody/Applicant or a child who is in Applicant's care or custody]: **[specify telephone number[s]]**.

The Court further finds that [this/these] wireless telephone number[s] [is/are] associated with the wireless telephone service account of Respondent, **[name of respondent]**, and that **[name of wireless telephone service provider]** is the wireless telephone service provider for that account.

IT IS ORDERED that **[name of wireless telephone service provider]** shall transfer to Applicant the right to use the listed telephone number[s] and all financial responsibility for the number[s], including the monthly service costs associated with any mobile device associated with the number[s].

Name and billing wireless telephone number of account holder: [**specify**]

Wireless telephone number[s] to be transferred: [**specify**]

Contact information for Applicant: [**specify**]

IT IS ORDERED that the transfer shall be accomplished in accordance with the provisions of section 608.001 of the Texas Business and Commerce Code. IT IS FURTHER ORDERED that no contact information of Applicant may be provided to Respondent as the wireless telephone service account holder.

IT IS FURTHER ORDERED that the clerk of this Court shall serve a copy of this order on [**name, address, city, state, zip**], the registered agent for [**name of wireless telephone service provider**].

SIGNED on _____.

JUDGE PRESIDING

Attach a copy of [Tex. Bus. & Com. Code § 608.001](#).

Chapter 18

Alternative Dispute Resolution and Informal Settlement

Form 18-1	[Joint] Motion for ADR Protective Order	211
Form 18-2	ADR Protective Order	214
Form 18-3	Motion for Mediation	216
Form 18-4	Notice of Intent to Refer Dispute to Mediation	219
Form 18-5	Objection to Referral to Mediation	220
Form 18-6	Order on Objection to Referral of Case to Mediation	222
Form 18-7	Objection to Referral to Mediation Based on Family Violence	224
Form 18-8	Response to Objection to Referral to Mediation Based on Family Violence	226
Form 18-9	Order on Objection to Referral to Mediation Based on Family Violence	228
Form 18-10	Order of Referral to Mediation.	230
Form 18-11	Notice of Mediation Setting	232
Form 18-12	Disputed Issues Checklist [Basic]	234
Form 18-13	Disputed Issues Checklist.	235
Form 18-14	Rules for Family Law Mediation	237
Form 18-15	Ethical Guidelines for Mediators	241
Form 18-16	Allocation of Parental Rights and Duties	245
Form 18-17	Mediated Settlement Agreement	247
Form 18-18	Mediated Settlement Agreement [Short Form]	258
Form 18-19	Report to Court of Mediation Results	261
Form 18-20	Order Concerning Court-Appointed Mediator	263
<i>[Forms 18-21 through 18-30 are reserved for expansion.]</i>		
Form 18-31	[Petition/Motion] to Compel Arbitration	265
Form 18-32	Response to [Petition/Motion] to Compel Arbitration	270
Form 18-33	Order on [Petition/Motion] to Compel Arbitration	273
Form 18-34	Joint Motion for Referral to Arbitration	276

CHAPTER CONTENTS

Form 18-35	Agreed Order of Referral to Arbitration	278
Form 18-36	Arbitrator's Initial Letter	280
Form 18-37	Arbitrator's Fees and Disbursements Agreement	282
Form 18-38	Family Law Arbitration Agreement.	284
Form 18-39	Family Law Arbitration Rules	291
Form 18-40	Checklist for Arbitrator and Attorneys	303
Form 18-41	Arbitration Decision and Award	307
Form 18-42	Report to Court of Arbitration Results.	310
Form 18-43	Order Concerning Fee for Court-Appointed Arbitrator.	312
Form 18-44	[Petition/Motion] to Vacate Arbitration Award.	314
<i>[Forms 18-45 through 18-50 are reserved for expansion.]</i>		
Form 18-51	Informal Settlement Agreement.	318
Form 18-52	Informal Settlement Agreement [Short Form].	328

Form 18-1

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Joint] Motion for ADR Protective Order

Use the following if the motion is a joint motion.

This Joint Motion for an ADR Protective Order is brought by attorney[s] for Petitioner, [name of petitioner], attorney[s] for Respondent, [name of respondent], and [name], who has been appointed by the Court as [arbitrator/mediator]. In support, Movants show the following:

Use the following if the motion is not a joint motion.

This Motion for an ADR Protective Order is brought by Movant, [name of movant]. In support, Movant shows the following:

Continue with the following.

1. This case has been set for [an arbitration/a mediation] to begin on [date] at [time], to continue until approximately [date] at [time], and to take place at [location].
2. Movant has been appointed as the [mediator/arbitrator] in this case.

Or

2. Movant is an advocate representing [Petitioner/Respondent] in this case in the ADR procedure.

Or

2. Movants are participants in the ADR procedure.
3. Movant[s] [is/are][an] attorney[s] whose practice is primarily in [county] County, Texas.
4. In the interest of justice, Movant[s] seek[s] this ADR Protective Order to allow Movant[s] to participate in the ADR procedure at the designated time and place and to prevent undue burden, unnecessary expense, duplication of preparation time, harassment, or annoyance of Movant[s] and the other participants in the ADR procedure and to allow the ADR procedure to take place without interruption.
5. Movant[s] request[s] an ADR Protective Order.
6. Movant[s] pray[s] that the Court grant the relief requested above and for general relief.

Use the following signature blocks if motion is a joint motion.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]
Court-Appointed [Mediator/Arbitrator]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Use the following signature block *and* certificate of service if the motion is not a joint motion.

[Name]
[Attorney for [Petitioner/Respondent]/
Court-Appointed [Mediator/Arbitrator]]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name]

Form 18-2

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

ADR Protective Order

Use the following if the underlying motion is a joint motion.

The Court finds that **[name[s]]**, attorney[s] for Petitioner, **[name[s]]**, attorney[s] for Respondent, and **[name]**, the court-appointed [mediator/arbitrator], are participants in [a mediation/an arbitration]. The Court further finds that the ADR procedure is set for **[date]** at **[time]** at **[location]** and is expected to last **[number]** [days/hours]. The Court finds that the attorneys named above should be allowed to participate in the ADR procedure without interruption.

Use the following if the underlying motion is not a joint motion.

The Court finds that attorney **[name]** is a participant in [a mediation/an arbitration] in the capacity of [an arbitrator/an advocate/a mediator]. The Court further finds that the ADR procedure is set for **[date]** at **[time]** at **[location]** and is expected to last **[number]** [days/hours]. The Court finds that the attorney named above should be allowed to participate in the ADR procedure without interruption.

Continue with the following.

IT IS THEREFORE ORDERED that the attorney[s] named above shall not participate or be required to participate in any other appointments, depositions, hearings, motions, trial

matters, or other conflicting engagements in any other causes of action during the ADR procedure from [date] at [time] until [date] and twenty-four hours thereafter.

SIGNED on _____.

JUDGE PRESIDING

Form 18-3

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Mediation

This Motion for Mediation is brought in accordance with chapters 152 and 154 of the Texas Civil Practice and Remedies Code [**include if applicable:** and [section 6.602/section 153.0071/sections 6.602 and 153.0071] of the Texas Family Code] by [**name of movant**], [Petitioner/Respondent]. In support, [**name of movant**] shows:

There is a reasonable expectation that the disputes in this case may be resolved by the use of the alternative dispute resolution procedure of mediation, and [**name of movant**] therefore requests the Court to refer this dispute for resolution by mediation.

[**Name of movant**] requests that the Court refer this matter to a mediator who is qualified for family law mediation as provided by section 154.052 of the Texas Civil Practice and Remedies Code. [**Name of movant**] requests that the costs of mediation be divided as the Court deems appropriate, paid in advance directly to the mediator, and taxed as costs.

It was necessary for [**name of movant**] to secure the services of [**name**], a licensed attorney, to bring this motion. [Petitioner/Respondent] should be ordered to pay reasonable attorney's fees, expenses, and costs for the costs associated with bringing this motion, and a judgment should be rendered in favor of this attorney and against [Petitioner/Respondent] and be ordered paid directly to Movant's attorney, who may enforce the judgment in the attorney's own name. [**Name of movant**] requests postjudgment interest as allowed by law.

[Name of movant] prays that the Court grant this Motion for Mediation and render an order of referral to mediation. [Name of movant] prays for attorney's fees, expenses, costs, and interest, and for all further relief authorized by law.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include certificate of conference if required by local rules.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for **[name of movant]**

Form 18-4

Include the following notice if a minor is named in the caption or if the notice of intent contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Intent to Refer Dispute to Mediation

On **[date]** the Court considered the Motion for Mediation of **[name of movant]**, Movant. The Court has determined that this dispute is appropriate for referral to mediation.

If no written objection to the referral is filed by **[date at least ten days after other party will receive this notice]**, an order referring the dispute to mediation will be rendered. If a written objection is filed before that date, the Court will set a hearing on the motion.

SIGNED on _____.

JUDGE PRESIDING

Form 18-5

See form 18-7 for a form for objection to referral because of family violence.

Include the following notice if a minor is named in the caption or if the objection contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Objection to Referral to Mediation

This Objection to Referral to Mediation is brought by **[name of respondent to motion for mediation]**. In support, **[name]** shows:

There is a reasonable basis for an objection to the Court's referral of the pending dispute to mediation as follows: **[list reasons]**.

[Name] prays that the Court deny the Motion for Mediation.

[Name]
 Attorney for **[name]**
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above Objection to Referral for Mediation is set for hearing on _____ at _____ .M. in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Include certificate of conference if required by local rules.

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name**]

See form [18-6](#) for order on objection.

Form 18-6

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Objection to Referral of Case to Mediation

On [date] the Court considered the objections of [name of movant] to the Court's referral of this case to mediation and ORDERS:

Select one of the following.

The Order of Referral to Mediation signed on [date] is set aside. [This case shall proceed to trial as previously scheduled./The parties shall consult with the court coordinator for a trial setting.]

Or

The order referring the case to mediation should be modified. IT IS ORDERED that [specify modifications]. In all other respects, the Order of Referral to Mediation signed on [date] remains in effect.

Or

The Objection to Referral of Case to Mediation is DENIED.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 18-7

Include the following notice if a minor is named in the caption or if the objection contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Objection to Referral to Mediation Based on Family Violence

This Objection to Referral to Mediation Based on Family Violence is brought by **[name of person objecting to referral to mediation]**. In support, **[name]** shows:

Family violence has been committed against **[name]**. Therefore, **[name]** objects to mediation in accordance with [section 6.602(d)/section 153.0071(f)/sections 6.602(d) and 153.0071(f)] of the Texas Family Code.

[Name] prays that the Court deny the Motion for Mediation.

[Name]

Attorney for **[name]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include certificate of conference if required by local rules.

Notice of Hearing

The above Objection to Referral for Mediation Based on Family Violence is set for hearing on _____ at _____ .M. in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name**]

Form 18-8

Include the following notice if a minor is named in the caption or if the response contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Response to Objection to Referral to Mediation Based
on Family Violence**

This Response to Objection to Referral to Mediation Based on Family Violence is brought by [name of person seeking mediation]. In support, [name] shows:

Select one of the following.

There has been no family violence; therefore, mediation should occur.

Or

Despite the allegation of family violence, mediation should occur, and the Court should order appropriate measures to be taken to ensure the physical and emotional safety of the parties.

Continue with the following.

[Name] prays that the Court set a hearing on this matter.

[Name] prays that the Court grant the relief requested in this response.

[Name]
Attorney for [name]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above Response to Objection to Referral for Mediation based on Family Violence is set for hearing on _____ at _____ .M. in [designa-
tion of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name]

Form 18-9

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order on Objection to Referral to Mediation Based
on Family Violence**

On [date] the hearing was conducted on the Objection to Referral to Mediation Based on Family Violence.

[Name of person filing objection] appeared in person and by attorney of record, [name of attorney].

[Name of person seeking mediation] appeared in person and by attorney of record, [name of attorney].

Select one of the following.

The Court finds that mediation should not occur. [Include if applicable: The Order of Referral to Mediation signed on [date] is set aside.]

Or

The Court finds that mediation should occur. IT IS THEREFORE ORDERED that the mediation shall occur and that the following appropriate measures be taken to ensure the physical and emotional safety of [name of person who filed objection]:

IT IS ORDERED that the parties shall not have face-to-face contact and that the parties shall be placed in separate rooms during the mediation. IT IS FURTHER ORDERED [list the

measures that are to be taken to ensure the physical and emotional safety of person who filed objection]. The mediation shall take place at [location] on [date] at _____. M.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 18-10

Before preparing this order, determine whether the court requires the use of a special form. See form 18-9 if there has been an objection to the referral because of family violence.

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order of Referral to Mediation

This case is referred to mediation in accordance with [[section 6.602/section 153.0071/sections 6.602 and 153.0071] of the Texas Family Code/section 154.021 of the Texas Civil Practice and Remedies Code]. [Name] is appointed mediator in this case, and all counsel are ordered to contact the mediator to arrange the logistics of mediation within three business days. The mediator's address and telephone number are [specify].

This mediation is a mandatory settlement conference, conducted with the assistance of the mediator. A mediated settlement agreement can be made binding on the written agreement of the parties. Mediation is private, confidential, and privileged, except as provided by applicable law. After mediation, the Court will be advised by the mediator, the parties, and counsel only that the case did or did not settle. The mediator shall not be a witness, and the mediator's records may not be subpoenaed or used as evidence. No subpoenas, citations, writs, or other process shall be served at or near the location of any mediation session on any person entering, leaving, or attending any mediation session.

The mediator will negotiate a reasonable fee with the parties, which shall be divided and borne equally by the parties unless agreed otherwise, paid in advance by the parties

directly to the mediator, and taxed as costs. If the parties do not agree on the fee requested by the mediator, the mediator is ORDERED to supply the Court with all information requested for compliance with Texas Supreme Court Miscellaneous Docket Order No. 94-9014, and the Court will set a reasonable fee, which shall be taxed as costs. Each party and counsel will be bound by any rules for family law mediation furnished by the mediator and shall complete and supply all information requested by the mediator.

IT IS ORDERED that all named parties shall be present during the entire mediation process [**include if applicable:** and that each corporate party must be represented by an executive officer with authority to negotiate a settlement]. Counsel and parties are ORDERED to proceed in a good-faith effort to try to resolve this case and shall agree on a mediation date within the next [**number**] days. If no agreed date can be scheduled within the next [**number**] days, the mediator shall select a date for the mediation and all parties are ORDERED to appear as directed by the mediator. Any date so scheduled by the mediator is incorporated in this Order as the date on which the mediation shall occur. In any event, the mediation shall be conducted no later than [**date**].

Referral to mediation is not a substitute for trial, and the case will be tried if not settled.

SIGNED on _____.

JUDGE PRESIDING

Form 18-11

Notice of Mediation Setting

[Date]

[Names and addresses of attorneys for both parties]

Re: [style and cause number of case]

[Salutation]

This letter will serve as confirmation that mediation of the referenced case is scheduled to begin at [time] on [date].

The mediation fee in this case is \$[amount] per party per day. (All parties represented by the same law firm are one party for the purposes of the mediation fee.) Please make your firm's check or a cashier's check payable to [name] and deliver it to me before the scheduled mediation.

Please send me, at least three days before the mediation, a copy of the order referring the matter to mediation, [include if applicable: the latest inventories filed by each of you,] the enclosed Disputed Issues Checklist (completed), and a summary of any settlement offers.

For your information, I enclose the following:

1. A Disputed Issues Checklist to be completed and returned [see forms 18-12 and 18-13]
2. Rules for Family Law Mediation [see form 18-14]
3. Ethical Guidelines for Mediators [see form 18-15]
4. A resume of my qualifications

5. A map showing the location of my office

Thank you for your cooperation and the appointment as a mediator. I will do everything possible to facilitate the settlement of this case on terms acceptable to all concerned.

Sincerely yours,

[Name]
Mediator

Form 18-12

See form 18-13 for a long-form version of the disputed issues checklist.

Disputed Issues Checklist

[Basic]

If there are children, each party should complete and bring a proposed parenting plan to the mediation (see form 16-1 in the Texas Family Law Practice Manual). If either party owns an interest in a defined benefit or defined contribution plan, please obtain the information and documentation listed in form 6-51 of the Texas Family Law Practice Manual.

Case:

Name of party:

Please place an “x” by each matter in dispute that you believe requires mediation:

Divorce

_____ grounds for divorce
 _____ division of assets
 _____ retirement benefits
 _____ allocation of liabilities
 _____ separate property
 _____ reimbursement
 _____ alimony/spousal maintenance
 _____ income taxes
 _____ attorney’s fees

Specify other matters: _____

Suit Affecting the Parent-Child Relationship

_____ parentage
 _____ conservatorship
 _____ parental rights and duties
 _____ parenting times
 _____ residence restrictions
 _____ child support
 _____ health insurance
 _____ attorney’s fees

Specify other matters: _____

Form 18-13

See form 18-12 for a short-form version of the disputed issues checklist.

Disputed Issues Checklist

(Attach additional sheet if necessary)

Case:

Name of party:

Date of marriage: _____ **Date of separation:** _____

Place of marriage: _____ ☐ ceremonial ☐ common law

1. Name, age, and sex of each child:

Name: _____

Name: _____

Age: _____ Sex: _____

Age: _____ Sex: _____

Name: _____

Name: _____

Age: _____ Sex: _____

Age: _____ Sex: _____

Name: _____

Name: _____

Age: _____ Sex: _____

Age: _____ Sex: _____

2. Stipulations and agreements: _____

3. Please place an “x” by each matter in dispute:

_____ residency requirements

_____ persons with possession of or access

_____ jurisdiction

to children (e.g., grandparents,

_____ existence of marriage

military duty)

☐ grounds for divorce	☐ parental rights and duties
☐ parentage	☐ residence restrictions
☐ type of conservatorship	☐ parenting times
☐ pickup and return of children	☐ alimony
☐ methods/costs of travel	☐ spousal maintenance
☐ international travel	☐ judgment and liens to adjust
☐ child support	☐ property division
☐ adjustments to child support	☐ delivery of property
☐ income withholding	☐ tax matters
☐ health insurance	☐ release of claims
☐ tax exemptions for children	☐ indemnification provisions
☐ uninsured health-care expenses	☐ omitted or undisclosed asset
☐ child support binding on estate	☐ provisions
☐ notice of medical treatment	☐ permanent injunctions
☐ control of property of children	☐ signing of documents
☐ life insurance to secure child support	☐ attorney's fees and liens
☐ division of property	☐ settlement of future disputes
☐ allocation of liabilities	☐ confidentiality/sealing records
☐ separate property	☐ discovery retention
☐ reimbursement	☐ other _____

4. **If property is in dispute, each party must bring a complete list of all household items to be divided showing which items he or she wants, the value of each item, and who currently possesses each item.**

Form 18-14

Rules for Family Law Mediation

1. *Definition of Mediation.* Mediation is a process in which an impartial person, the mediator, facilitates communication between the parties to promote reconciliation, settlement, or understanding among them. The mediator may suggest ways of resolving the dispute but may not impose the mediator's own judgment on the issues for that of the parties.

2. *Agreement of Parties.* Whenever the parties have agreed to mediation they shall be deemed to have made these rules, as amended and in effect as of the date of the submission of the dispute, a part of their agreement to mediate.

3. *Consent to Mediator.* The parties consent to the appointment of the individual named as mediator in their case. The mediator shall act as an advocate for resolution and shall use the mediator's best efforts to assist the parties in reaching a mutually acceptable settlement.

4. *Conditions Precedent to Serving as Mediator.* The mediator will serve only in cases in which the parties are represented by attorneys. The mediator shall not serve as a mediator in any dispute in which the mediator has any financial or personal interest in the result of the mediation. Before accepting an appointment, the mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. If the parties disagree about whether the mediator shall serve, the mediator shall not serve.

5. *Authority of Mediator.* The mediator does not have authority to decide any issue for the parties but will attempt to facilitate the voluntary resolution of the dispute by the parties. The mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to help the parties achieve settlement. If necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties

agree and assume the expenses of obtaining the advice. Arrangements for obtaining such advice shall be made by the mediator or by the parties, as the mediator shall determine.

6. *Commitment to Participate in Good Faith.* While no one is asked to commit to settle the case in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention to settle if at all possible.

7. *Parties Responsible for Negotiating Their Own Settlement.* The parties understand that the mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The mediator does not warrant or represent that settlement will result from the mediation process.

8. *Authority to Settle.* PARTIES MUST HAVE AUTHORITY TO SETTLE, AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT.

9. *Time and Place of Mediation.* The mediator shall fix the time of each mediation session. The mediation shall be held at the office of the mediator or at any other convenient location agreeable to the mediator and the parties, as the mediator shall determine.

10. *Identification of Matters in Dispute.* Before the first scheduled mediation session, each party shall provide the mediator with a completed and signed information sheet and consent to mediation on the form furnished by the mediator, setting forth the party's position with regard to the issues that need to be resolved. At or before the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issues and dispute. The mediator may require any party to supplement the information.

11. *Privacy.* Mediation sessions are private. The parties and their attorneys must attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

12. *Confidentiality.* Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. In certain instances, applicable law may require disclosure of information revealed in the mediation process. For example, section 261.101 of the Texas Family Code may require a mediator to disclose child abuse or neglect to the appropriate authorities. If confidential information is disclosed that is required to be reported, the mediator will advise the parties that disclosure is required and will be made.

All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. *Any party who violates this agreement shall pay all fees and expenses of the mediator and other parties, including reasonable attorney's fees, incurred in opposing the efforts to compel testimony or records from the mediator.*

The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitration, judicial, or other proceeding (a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; (b) admissions made by another party in the course of the mediation proceedings; (c) proposals made or views expressed by the mediator; or (d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

13. *No Record of Session.* There shall be no electronic or stenographic record of any session.

14. *No Service of Process at or Near the Site of the Mediation Session.* No subpoenas, summons, complaints, citations, writs, or other process may be served at or near the site of any mediation session on any person entering, attending, or leaving the session.

15. *Termination of Mediation.* The mediation shall be terminated (a) by the execution of a settlement agreement by the parties; (b) by declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

16. *Exclusion of Liability.* The mediator is not a necessary or proper party in judicial proceedings relating to the mediation. Neither the mediator nor any law firm employing the mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these rules.

17. *Interpretation and Application of Rules.* The mediator shall interpret and apply these rules.

18. *Fees and Expenses.* The mediator's daily fee shall be agreed on before mediation and shall be paid in advance of each mediation day. The expenses of witnesses for either side shall be paid by the party producing the witnesses. All other expenses of the mediation, including fees and expenses of the mediator and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

Form 18-15

ETHICAL GUIDELINES FOR MEDIATORS

PREAMBLE

These Ethical Guidelines are intended to promote public confidence in the mediation process and to be a general guide for mediator conduct. They are not intended to be disciplinary rules or a code of conduct. Mediators should be responsible to the parties, the courts and the public, and should conduct themselves accordingly. These Ethical Guidelines are intended to apply to mediators conducting mediations in connection with all civil, criminal, administrative and appellate matters, whether the mediation is pre-suit or court-annexed and whether the mediation is court-ordered or voluntary.

GUIDELINES

1. Mediation Defined. Mediation is a private process in which an impartial person, a mediator, encourages and facilitates communications between parties to a conflict and strives to promote reconciliation, settlement, or understanding. A mediator should not render a decision on the issues in dispute. The primary responsibility for the resolution of a dispute rests with the parties.

Comment. A mediator's obligation is to assist the parties in reaching a voluntary settlement. The mediator should not coerce a party in anyway. A mediator may make suggestions, but all settlement decisions are to be made voluntarily by the parties themselves.

2. Mediator Conduct. A mediator should protect the integrity and confidentiality of the mediation process. The duty to protect the integrity and confidentiality of the mediation process commences with the first communication to the mediator, is continuous in nature, and does not terminate upon the conclusion of the mediation.

Comment (a). A mediator should not use information obtained during the mediation for personal gain or advantage.

Comment (b). The interests of the parties should always be placed above the personal interests of the mediator.

Comment (c). A mediator should not accept mediations which cannot be completed in a timely manner or as directed by a court.

Comment (d). Although a mediator may advertise the mediator's qualifications and availability to mediate, the mediator should not solicit a specific case or matter.

Comment (e). A mediator should not mediate a dispute when the mediator has knowledge that another mediator has been appointed or selected without first consulting with the other mediator or the parties unless the previous mediation has been concluded.

Comment (f). A mediator should not simultaneously conduct more than one mediation session unless all parties agree to do so.

3. Mediation Costs. As early as practical, and before the mediation session begins, a mediator should explain all fees and other expenses to be charged for the mediation. A mediator should not charge a contingent fee or a fee based upon the outcome of the mediation. In appropriate cases, a mediator should perform mediation services at a reduced fee or without compensation.

Comment (a). A mediator should avoid the appearance of impropriety in regard to possible negative perceptions regarding the amount of the mediator's fee in court-ordered mediations.

Comment (b). If a party and the mediator have a dispute that cannot be resolved before commencement of the mediation as to the mediator's fee, the mediator should decline to serve so that the parties may obtain another mediator.

4. Disclosure of Possible Conflicts. Prior to commencing the mediation, the mediator should make full disclosure of any interest the mediator has in the subject matter of the dispute and of any known relationships with the parties or their counsel that may affect or give the appearance of affecting the mediator's neutrality. A mediator should not serve in the matter if a party makes an objection to the mediator based upon a conflict or perceived conflict.

Comment (a). A mediator should withdraw from a mediation if it is inappropriate to serve.

Comment (b). If after commencement of the mediation the mediator discovers that such a relationship exists, the mediator should make full disclosure as soon as practicable.

5. Mediator Qualifications. A mediator should inform the participants of the mediator's qualifications and experience.

Comment. A mediator's qualifications and experience constitute the foundation upon which the mediation process depends; therefore, if there is any objection to the mediator's qualifications to mediate the dispute, the mediator should withdraw from the mediation. Likewise, the mediator should decline to serve if the mediator feels unqualified to do so.

6. The Mediation Process. A mediator should inform and discuss with the participants the rules and procedures pertaining to the mediation process.

Comment (a). A mediator should inform the parties about the mediation process no later than the opening session.

Comment (b). At a minimum, the mediator should inform the parties of the following: (1) the mediation is private (Unless otherwise agreed by the participants, only the mediator, the parties and their representatives are allowed to attend.); (2) the mediation is informal (There are no court reporters present, no record is made of the proceedings, no subpoena or other service of process is allowed, and no rulings are made on the issues or the merits of the case.); and (3) the mediation is confidential to the extent provided by law. (See, e.g., §§154.053 and 154.073, Tex. Civ. Prac. & Rem. Code.)

7. Convening the Mediation. Unless the parties agree otherwise, the mediator should not convene a mediation session unless all parties and their representatives ordered by the court have appeared, corporate parties are represented by officers or agents who have represented to the mediator that they possess adequate authority to negotiate a settlement, and an adequate amount of time has been reserved by all parties to the mediation to allow the mediation process to be productive.

Comment. A mediator should not convene the mediation if the mediator has reason to believe that a *pro se* party fails to understand that the mediator is not providing legal representation for the *pro se* party. In connection with *pro se* parties, see also Guidelines # 9, 11 and 13 and associated comments below.

8. Confidentiality. A mediator should not reveal information made available in the mediation process, which information is privileged and confidential, unless the affected parties agree otherwise or as may be required bylaw.

Comment (a). A mediator should not permit recordings or transcripts to be made of mediation proceedings.

Comment (b). A mediator should maintain confidentiality in the storage and disposal of records and should render anonymous all identifying information when materials are used for research, educational or other informational purposes.

Comment (c). Unless authorized by the disclosing party, a mediator should not disclose to the other parties information given in confidence by the disclosing party and should maintain confidentiality with respect to communications relating to the subject matter of the dispute. The mediator should report to the court whether or not the mediation occurred, and that the mediation either resulted in a settlement or an impasse, or that the mediation was either recessed or rescheduled.

Comment (d). In certain instances, applicable law may require disclosure of information revealed in the mediation process. For example, the Texas Family Code may require a mediator to disclose child abuse or neglect to the appropriate authorities. If confidential information is disclosed, the mediator should advise the parties that disclosure is required and will be made.

9. Impartiality. A mediator should be impartial toward all parties.

Comment. If a mediator or the parties find that the mediator's impartiality has been compromised, the mediator should offer to withdraw from the mediation process. Impartiality means freedom from favoritism or bias in word, action, and appearance; it implies a commitment to aid all parties in reaching a settlement.

10. Disclosure and Exchange of Information. A mediator should encourage the disclosure of information and should assist the parties in considering the benefits, risks, and the alternatives available to them.

Comment. A mediator should not knowingly misrepresent any material fact or circumstance in the course of mediation.

11. Professional Advice. A mediator should not give legal or other professional advice to the parties.

Comment (a). In appropriate circumstances, a mediator should encourage the parties to seek legal, financial, tax or other professional advice before, during or after the mediation process. Comment (b). A mediator should explain generally to *pro se* parties that there may be risks in proceeding without independent counsel or other professional advisors.

12. No Judicial Action Taken. A person serving as a mediator generally should not subsequently serve as a judge, master, guardian ad litem, or in any other judicial or quasi-judicial capacity in matters that are the subject of the mediation.

Comment. It is generally inappropriate for a mediator to serve in a judicial or quasi-judicial capacity in a matter in which the mediator has had communications with one or more parties without all other parties present. For example, an attorney-mediator who has served as a mediator in a pending litigation should not subsequently serve in the same case as a special master, guardian ad litem, or in any other judicial or quasi-judicial capacity with binding decision-making authority. Notwithstanding the foregoing, where an impasse has been declared at the conclusion of a mediation, the mediator if requested and agreed to by all parties, may serve as the arbitrator in a binding arbitration of the dispute, or as a third-party neutral in any other alternative dispute proceeding, so long as the mediator believes nothing learned during private conferences with any party to the mediation will bias the mediator or will unfairly influence the mediator's decisions while acting in the mediator's subsequent capacity.

13. Termination of Mediation Session. A mediator should postpone, recess, or terminate the mediation process if it is apparent to the mediator that the case is inappropriate for mediation or one or more of the parties is unwilling or unable to participate meaningfully in the mediation process.

14. Agreements in Writing. A mediator should encourage the parties to reduce all settlement agreements to writing.

15. Mediator's Relationship with the Judiciary. A mediator should avoid the appearance of impropriety in the mediator's relationship with a member of the judiciary or the court staff with regard to appointments or referrals to mediation.

Form 18-16

Allocation of Parental Rights and Duties

RIGHTS AND DUTIES	Each has at all times	Each has during possession	Solely petitioner	Solely respondent	Independent	By agreement
Duty to inform the other conservator[s] of the child in a timely manner of significant information concerning the health, education, and welfare of the child	√					
Duty to inform the other conservator[s] of the child by prescribed notice if the conservator resides with for at least thirty days, marries, or intends to marry a person the conservator knows is a registered sex offender or is currently charged with an offense that would require registration on conviction	√					
Duty to inform the other conservator(s) of the child by prescribed notice if the conservator establishes a residence with, resides with, or allows unsupervised access with a person who is the subject of a final protective order or if the conservator becomes the subject of a final protective order	√					
Right to receive information from any other conservator of the child concerning the health, education, and welfare of the child	√					
Right to confer with the other parent, to the extent possible, before making a decision concerning the health, education, and welfare of the child	√					
Right of access to medical, dental, psychological, and educational records of the child	√					
Right to consult with a physician, dentist, or psychologist of the child	√					
Right to consult with school officials concerning the child's welfare and educational status, including school activities	√					
Right to attend school activities, including school lunches, performances, and field trips	√					
Right to be designated on the child's records as a person to be notified in case of an emergency	√					
Right to consent to medical, dental, and surgical treatment during an emergency involving immediate danger to the health and safety of the child	√					
Right to manage the child's estate to the extent the estate has been created by the parent's family or by the parent, other than by the community or joint property of the parents	√					
Duty of care, control, protection, and reasonable discipline of the child		√				
Duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care not involving an invasive procedure		√				

RIGHTS AND DUTIES	Each has at all times	Each has during possession	Solely petitioner	Solely respondent	Independent	By agreement
Right to consent for the child to medical and dental care not involving an invasive procedure		√				
Right to direct the moral and religious training of the child		√				
Duty to make periodic child-support payments	N/A	N/A			N/A	N/A
Right to designate the primary residence of the child [without regard to geographic location/within [geographic area]]. <i>Omit this right if geographic area agreed by parents and specified at * below</i>	N/A	N/A			N/A	N/A
Right to consent to medical, dental, and surgical treatment involving invasive procedures						
Right to consent to psychiatric and psychological treatment	N/A	N/A				
Right to receive and give receipt for periodic payments for the support of the child and hold or disburse the funds for the benefit of the child	N/A	N/A				
Right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child	N/A	N/A				
Right to consent to marriage and enlistment in armed services of U.S.	N/A	N/A				
Right to make decisions concerning the child's education	N/A	N/A				
Right to services and earnings of the child, except as provided by section 264.0111 of the Texas Family Code	N/A	N/A				
Except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the right to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the U.S., or a foreign government	N/A	N/A				
Right to apply for a passport for the child, renew the child's passport, and maintain possession of the child's passport	N/A	N/A			N/A	
Duty to manage the child's estate to the extent the estate has been created by the community or joint property of the parents	N/A	N/A				

* The parties agree that the child's residence will be within **[geographic area]**.

Form 18-17

For an informal settlement agreement, see forms [18-51](#) and [18-52](#). For letters cautioning the client against signing an agreement without the attorney's review, see forms [2-16](#) and [2-18](#).

Include the following notice if a minor is named in the caption or if the agreement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Mediated Settlement Agreement*1. Parties*

The parties to this Mediated Settlement Agreement are [**name of party A**] and [**name of party B**].

2. Scope of Agreement

The parties agree to settle all claims and controversies between them, asserted or assertable, in this case except [**specify**].

The following provisions are examples only.

3. Real Estate

1. [[**Name of party A**]/[**name of party B**]] will own the property commonly known as [**address, city**], Texas, and will pay the remaining balance of the mortgage.

2. The property commonly known as [**address, city**], Texas, will be listed for sale with a real estate agent who is active in the area where the property is located. It will be sold

for a price and on terms that are mutually agreeable to the parties. Until the closing of the sale—

- a. **[[Name of party A]/[name of party B]]** will have the exclusive use and possession of the property and will pay all utilities and keep the property maintained and in good repair;
- b. **[[Name of party A]/[name of party B]]** will pay the mortgage payments as they come due; and
- c. **[[Name of party A]/[name of party B]]** will pay the insurance premiums and ad valorem taxes as they come due.

On the sale, the net sales proceeds will be divided **[percent]** percent to **[name of party A]** and **[percent]** percent to **[name of party B]**. If, after **[number]** days after the divorce, the parties are unable to agree on a sales price or terms, then either party may apply to the Court for the appointment of a receiver to take possession of the property and sell it and, after the receiver's fee, to distribute the remaining proceeds in the proportions specified above.

3. **[[Name of party A]/[name of party B]]** will own the property commonly known as **[address, city]**, Texas, and will pay **[[name of party B]/[name of party A]]** the sum of **[number]** dollars (\$**[amount]**) in the following manner:

- a. The execution of a vendor's lien note in the principal sum of **[number]** dollars (\$**[amount]**), bearing **[percent]** percent interest per year, payable over a period of **[number]** months, in equal installments of **[number]** dollars (\$**[amount]**).
- b. The assumption of the remaining balance of the mortgage to **[name of mortgagee]**.

- c. The execution of a deed of trust to secure the vendor's lien note described in (a.) above and the execution of a deed of trust to secure the assumption of the mortgage described in (b.) above.

4. *Personal Property*

1. **[Name of party A]** will own the property listed in Schedule A.
2. **[Name of party B]** will own the property listed in Schedule B.

5. *Motor Vehicles*

1. **[Name of party A]** will own the **[specify]** motor vehicle and will pay the remaining balance of any lien debt on it.
2. **[Name of party B]** will own the **[specify]** motor vehicle and will pay the remaining balance of any lien debt on it.

6. *Money*

1. **[Name of party A]** will receive the following bank accounts: **[specify]**.
2. **[Name of party B]** will receive the following bank accounts: **[specify]**.

7. *Life Insurance*

1. **[Name of party A]** will receive all policies of insurance on **[her/his]** life.
2. **[Name of party B]** will receive all policies of insurance on **[his/her]** life.

8. *Retirement*

[[Name of party A]/[name of party B]]'s retirement benefits at **[employer]** that have accrued through the date of divorce will be divided **[percent]** percent to **[name of party A]** and

[percent] percent to [name of party B]. A QDRO will be submitted to the Court for entry that contains the following particulars regarding the division of benefits: [specify—see instruction box below].

All terms of the division should be included in the agreement; if they are not included, they are not awarded. See section 2.B.6. in form 23-6 in this manual. The language there presents examples only and must be modified for the actual division and different plan.

The following must be included:

- the full and accurate plan name (note that, for example, unless the participant works for Fidelity, “Fidelity 401(k)” is NOT the plan name);
- the precise method of division;
- the date of division (typically the date of the MSA or the divorce);
- all features (e.g., loans, survivor benefits) awarded; and
- who is responsible for the QDRO preparation and submission and all associated fees.

Special consideration for defined contribution plans: If gains and losses are not included, determine how to handle the shortfall if the amount available at segregation is less than the amount awarded. Will the QDRO award the alternate payee 100 percent of the account balance in this event? How will the deficiency be handled?

Special consideration for defined benefit plans: If the participant is already receiving a monthly benefit, will the participant have to pay the alternate payee the portion of the benefit between the date of divorce and the date the plan starts paying the alternate payee directly? If so, specify how, using enforceable language.

Repeat if applicable.

9. Spousal Maintenance

Parties should not include any provisions deviating from chapter 8 of the Family Code unless they want to exceed the amount of monthly spousal maintenance or the duration of spousal maintenance that a court may order without an agreement. Parties wanting to deviate from the termination grounds set forth in section 8.056 of the Family Code should use the alimony provisions instead, as that deviation may cause a court to find that the postdivorce support is not spousal maintenance, despite what the parties call it.

[[Name of party A]/[name of party B]] will pay spousal maintenance to [[name of party B]/[name of party A]] of [number] dollars (\$[amount]) per month for [number] months, beginning on [date], with each payment being due and payable on the [day of month] of each

month. The maintenance obligation will terminate earlier on the first occurrence of an event set forth in section 8.056 of the Texas Family Code.

The parties stipulate that under chapter 8 of the Texas Family Code, without an agreement of the parties, the maximum monthly spousal maintenance obligation the Court could order **[[name of party A]/[name of party B]]** to pay **[[name of party B]/[name of party A]]** is **[number]** dollars (\$**[amount]**) and the maximum duration of a spousal maintenance obligation the Court could order **[[name of party A]/[name of party B]]** to pay **[[name of party B]/[name of party A]]** is **[number]** months. **[Include if applicable: The parties understand that the Court may not enforce by contempt or income withholding any provision of an agreed order for maintenance that exceeds the amount of periodic support the Court could have ordered under chapter 8 of the Family Code or for any period of maintenance beyond the period of maintenance the Court could have ordered under that chapter.]**

This spousal maintenance obligation will be governed by the provisions of chapter 8 of the Texas Family Code and may be modified, enforced, or terminated only in accordance with those provisions.

10. *Alimony*

Select one of the following.

[[Name of party A]/[name of party B]] will pay contractual alimony to **[[name of party B]/[name of party A]]** of **[number]** dollars (\$**[amount]**) per month for **[number]** months, beginning on **[date]**, with each payment being due and payable on the **[day of month]** of each month. The alimony obligation will terminate earlier on the occurrence of one of the following events:

Or

[[**Name of party A**]/[**name of party B**]] will pay contractual alimony to [[**name of party B**]/[**name of party A**]] of [number] dollars (\$[amount]) per month until the earliest event set forth below, beginning on [date], with each payment being due and payable on the [day of month] of each month. The alimony obligation will terminate on the occurrence of one of the following events:

Continue with the following. The listed items are examples.

1. Death of [**name of party A**];
2. Death of [**name of party B**];
3. Remarriage of [[**name of party A**]/[**name of party B**]]; or
4. Cohabitation by [[**name of party A**]/[**name of party B**]] with another person with whom [[**name of party A**]/[**name of party B**]] has a dating or romantic relationship in a permanent place of abode on a continuing basis.

This alimony obligation is contractual in nature and will not be governed by the provisions of chapter 8 of the Texas Family Code and may not be modified, enforced, or terminated in accordance with those provisions.

11. Liabilities

1. [**Name of party A**] will pay the liabilities listed in Schedule C.
2. [**Name of party B**] will pay the liabilities listed in Schedule D.

12. Parenting Plan

The parties agree to the terms and provisions contained in the parenting plan required under Texas Family Code section 153.603, which is incorporated in this agreement as Exhibit [exhibit number/letter] attached to this agreement. [See form 16-1.]

13. Attorney's Fees and Costs

1. [Name of party A]'s attorney's fees will be paid by [[name of party A]/[name of party B]].
2. [Name of party B]'s attorney's fees will be paid by [[name of party A]/[name of party B]].
3. Costs will be paid by [[name of party A]/[name of party B]].

14. Other Provisions

The provisions of this Mediated Settlement Agreement shall be effective immediately as a contract, shall supersede any temporary orders or other agreements of the parties with respect to the subject matter of this agreement, and shall serve as a partition of all property set forth in this agreement to the person to whom such property is awarded. All income from any property awarded in this agreement is partitioned to the person to whom the property is awarded. All earnings from each party are partitioned to the person providing the services giving rise to the earnings. These partitions are to be effective pursuant to section 4.102 of the Texas Family Code, and each party waives further disclosure of property and debts of the other pursuant to section 4.105 of the Texas Family Code.

The parties acknowledge that they each understand their right to have accountants, business and property evaluation specialists, appraisers, and other qualified people to further determine the nature and extent of their property and the property rights and values associated

therewith, and their liabilities and amounts thereof, and to conduct discovery through sworn inventories and appraisements, depositions, interrogatories, requests for admissions, requests for document production, obtaining any appraisals, expert opinions, and expert reports, or any other judicial remedies available.

The parties each represent that they are sufficiently aware of the property and liabilities of the marital estate to make an informed decision regarding settlement [**include if applicable:** , and they waive their right to further determine the nature and extent of the property and liabilities of the marital estate and to conduct discovery].

The discovery obligations of each party shall immediately cease on the execution of this Mediated Settlement Agreement, including the requirement for either party to respond to outstanding discovery requests or supplement any discovery responses.

[Specify any other provisions of agreement.]

15. Release

Each party releases the other from all claims, demands, and causes of action each may have against the other, save and except those covenants, duties, and obligations set forth in this agreement.

Include 16. if applicable.

16. Full Disclosure

Each party represents that [he or she/he/she] has made a fair and reasonable disclosure to the other of the property and financial obligations known to [him or her/him/her].

17. Final Documents

1. The terms of this agreement will be incorporated in a decree and agreement incident to divorce that will follow the forms published in the current edition of *Texas Family Law Practice Manual*. The attorney for [[name of party A]/[name of party B]] will prepare the documents.

2. Other closing documents will be prepared by the attorney for the party who will benefit thereby, with such documents to follow the forms published in the current edition of *Texas Family Law Practice Manual*.

18. Disputes Regarding This Agreement

If any dispute arises with regard to the interpretation or performance of this agreement or any of its provisions, including the necessity and form of closing documents, the parties agree to try to resolve the dispute by phone conference with the mediator who facilitated this settlement.

ANY DISPUTES ARISING FROM THE DRAFTING OF THE DECREE OR CLOSING DOCUMENTS OR THE INTERPRETATION AND CLARIFICATION OF THIS AGREEMENT THAT CANNOT BE RESOLVED BY PHONE CONFERENCE AS SET FORTH ABOVE SHALL BE DECIDED BY BINDING ARBITRATION WITH [name] SERVING AS ARBITRATOR. Parties and/or counsel agree to notify [name], in writing, of their request for [his/her] services at least seven days prior to a court entry date and will deposit an additional [number] dollars (\$[amount]) per party toward the cost of those services before any arbitration services are rendered.

Any disputes regarding drafting shall be resolved whenever possible by reference to the current edition of *Texas Family Law Practice Manual*.

19. Representation

Each party signing this Mediated Settlement Agreement has entered into the settlement agreement freely and without duress.

[**Name of party A**] has [consulted with an attorney of [his/her] choice/had the opportunity to consult with an attorney of [his/her] choice but has declined to do so]. [**Name of party B**] has [consulted with an attorney of [his/her] choice/had the opportunity to consult with an attorney of [his/her] choice but has declined to do so].

Each party has been advised by the mediator that the mediator is not the attorney for any party and that each party should have this agreement approved by that party's attorney before executing it.

20. Place of Performance

This agreement is made and is performable in [**county**] County, Texas, and must be construed in accordance with Texas law.

21. Court Appearance

The parties [**include if applicable:** and their respective attorneys] agree that, with no less than forty-eight hours' notice via e-mail, either Petitioner or Respondent [**include if applicable:** and [his/her/his or her] attorney] may appear in court for the purpose of presenting evidence and securing rendition of judgment in accordance with this Mediated Settlement Agreement, and the parties agree that this Court may orally render judgment on such date, with the Agreed Decree of Divorce to be submitted on a date established by the Court. The parties waive the making of a record.

22. THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.

[Name of party A]

Signed on _____

[Name of party B]

Signed on _____

Include signature lines for parties' attorneys who
are present when the agreement is signed.

[Name]

Attorney for [name of party A]

Signed on _____

[Name]

Attorney for [name of party B]

Signed on _____

Attach all schedules mentioned in the agreement.
Attach the parenting plan if applicable.

Form 18-18

For an informal settlement agreement, see forms [18-51](#) and [18-52](#). For letters cautioning the client against signing an agreement without the attorney's review, see forms [2-16](#) and [2-18](#).

Include the following notice if a minor is named in the caption or if the agreement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Mediated Settlement Agreement
[Short Form]

The undersigned parties to this settlement agreement agree to compromise and settle the claims and controversies between them. The parties wish to avoid potentially protracted and costly litigation.

1. Terms of the settlement are set out on Exhibit [**exhibit number/letter**] attached to this agreement.
2. The parties agree to the terms and provisions of the parenting plan required under Texas Family Code section 153.603, which is marked Exhibit [**exhibit number/letter**] and attached to this agreement. [**See form [16-1](#).**]
3. If any dispute arises with regard to the interpretation or performance of this agreement or any of its provisions, including the necessity and form of closing documents, the parties agree to try to resolve the dispute by phone conference with the mediator who facilitated this settlement. Any disputes regarding drafting shall be resolved whenever possible by reference to the current edition of *Texas Family Law Practice Manual*.

4. This agreement is made and performable in [county] County, Texas, and must be construed in accordance with Texas law.

5. Each party signing this settlement has entered into the settlement agreement freely and without duress. [Name of party A] has [consulted with an attorney of [his/her] choice/had the opportunity to consult with an attorney of [his/her] choice but has declined to do so]. [Name of party B] has [consulted with an attorney of [his/her] choice/had the opportunity to consult with an attorney of [his/her] choice but has declined to do so]. Each party has been advised by the mediator that the mediator is not the attorney for any party and that each party should have this agreement approved by that party's attorney before executing it.

6. This settlement agreement is signed voluntarily on the dates set out below, and its provisions are intended to be incorporated into a final decree of divorce.

7. The parties agree to appear in court at the first available date to present evidence and secure rendition of judgment in accordance with this Mediated Settlement Agreement.

8. THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.

[Name of party A]

Signed on: _____

[Name of party B]

Signed on: _____

Include signature lines for parties' attorneys who are present when the agreement is signed.

[Name]

Attorney for [name of party A]

Signed on: _____

[Name]

Attorney for [name of party B]

Signed on: _____

Attach the exhibit(s) containing the settlement terms and, if applicable, the parenting plan.

Form 18-19

Include the following notice if a minor is named in the style of the case or if the report contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

Report to Court of Mediation Results

[Date]

[Name and address of judge]

Re: Report of Mediator, [style and cause number of case]

[Salutation]

You referred this case to me for mediation. The parties appeared on [date] in my office and commenced mediation.

Select as applicable.

I am pleased to report that the lawsuit was resolved as a result of mediation. The parties will submit the appropriate settlement documents to the Court in the near future.

Or

The parties were unable to reach a settlement. I have declared an impasse.

And/Or

The parties have requested that the case [should/should not] be removed from the docket.

Continue with the following.

Thank you for the opportunity to be of service.

Sincerely yours,

[Name]
Mediator

c: Counsel of record

Form 18-20

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Concerning Court-Appointed Mediator

By order of this Court, **[name]** was appointed to serve as mediator, for which a fee was paid. The case [was settled at mediation/has reached an impasse and did not settle at this session].

The following mediation fees were agreed on by the parties to the mediation and by the mediator and were paid in the following amounts and by the parties as indicated: **[list amounts paid and the payor for each amount]**.

Respectfully submitted on **[date]**.

[Name]
Mediator
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

☐ The total compensation requested and already paid is approved as submitted.

☐ An additional \$ _____ is to be paid on or before _____
by _____.

☐ An additional \$ _____ is to be paid on or before _____
by _____.

ORDERED on _____.

JUDGE PRESIDING

Forms 18-21 through 18-30 are reserved.

Form 18-31

This form is to be used to enforce a prior agreement to arbitrate. If the case is already pending, the pleading would be a motion and the filing party a movant. If there is not a pending action, the pleading would be a petition and the filing party a petitioner. For a response based on [Tex. Fam. Code § 6.6015](#) or [§ 153.00715](#), see form [18-32](#).

Include the following notice if this is a petition, if a minor is named in the caption, or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Petition/Motion] to Compel Arbitration

[Name of petitioner or movant], [Petitioner/Movant], requests the Court to compel arbitration by enforcing the prior agreement of the parties to arbitrate disputes. In support, [Petitioner/Movant] shows:

Include the following paragraphs [1.](#) and [2.](#) only in a *petition*.

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form [5-1](#).]

2. [The last three numbers of [name of petitioner]'s driver's license number are [numbers]./[Name of petitioner] has not been issued a driver's license.] [The last three numbers of [name of petitioner]'s Social Security number are [numbers]./[Name of petitioner] has not been issued a Social Security number.]

Include the following in a *motion*.

3. Movant is the [petitioner/respondent] in this case. [Name of respondent] is the [respondent/petitioner].

Select one of the following only for a *petition*.

3. Respondent, [name of respondent], should be served with process [include if applicable: at [address, city, state, zip code]].

Or

3. No service on [name of respondent], Respondent, is necessary at this time.

Continue with the following.

4. The parties previously agreed to arbitrate future disputes as set forth in language contained in the parties' [Premarital Agreement/Postnuptial Agreement/Agreement Incident to Divorce/Agreed Decree of Divorce], attached to this [petition/motion] as Exhibit [exhibit number/letter], executed on [date]. This document requires arbitration of future disputes and states in part as follows: [quote applicable provisions].

A controversy under this document has arisen related to the following issues: [specify]. The controversy has not been resolved by the parties and therefore should be submitted to arbitration.

[Name of respondent] has refused to submit the disputed issues to arbitration in accordance with the terms of the document described above. Therefore, this Court should compel [name of respondent] to arbitrate. The document in which the parties agreed to arbitrate future disputes requires the arbitration to be [binding/nonbinding].

Arbitration is in keeping with the Texas policy to encourage the peaceable resolution of disputes and early settlement of pending litigation through voluntary settlement procedures, as stated in section 154.002 of the Texas Civil Practice and Remedies Code.

If this case proceeds to trial, substantial additional time and expense will be incurred. A full trial of the case is likely to be unnecessarily burdensome for all involved. A decision

should be rendered in arbitration, thereby preserving substantial amounts of money that would otherwise be spent on attorney's fees and costs of trial.

5. [Name of petitioner or movant] requests that the Court order the parties to participate in the arbitration in good faith, that the Court order payment of attorney's fees, and that the costs of arbitration be levied against any party who does not cooperate in the arbitration.

6. It was necessary to secure the services of [name], a licensed attorney, to preserve and protect the rights of [name of petitioner or movant] [include if applicable: and preserve the best interests of the child[ren]]. [Name of respondent] should be ordered to pay reasonable attorney's fees, expenses, and costs through trial, and a judgment should be rendered in favor of this attorney and against [name of respondent]; or, in the alternative, [name of petitioner or movant] requests that reasonable attorney's fees, expenses, and costs through trial be taxed as costs and be ordered paid directly to [name of petitioner or movant]'s attorney, who may enforce the order in the attorney's own name. In addition, [name of petitioner or movant] requests that, if an appeal or application for writ of mandamus results from this motion, [name] be awarded further judgment against [name of respondent] for attorney's fees incurred thereby, or alternatively that the additional fees be taxed as costs and ordered paid directly to the attorney.

7. [Name of petitioner or movant] prays that the Court order arbitration procedures according to the terms and provisions of the parties' [Premarital Agreement/Postnuptial Agreement/Agreement Incident to Divorce/Agreed Decree of Divorce] executed on [date] and direct the parties to participate in the arbitration in good faith. [Name of petitioner or movant] prays that attorney's fees and costs of arbitration be levied as requested above. [Include if applicable: Petitioner prays that citation and notice issue as required by law.] [Name of petitioner or movant] prays for general relief.

[Name]

Attorney for [name of petitioner or movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following notice of hearing, certificate of conference, and certificate of service if the case is already pending.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Conference

A telephone conference was attempted on [date] with [name], the attorney for the opposing party, on the merits of this motion. Agreement could not be reached; therefore, the motion is presented to the Court for a determination.

[Name]

Attorney for [name of movant]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

If this is a *petition*, see form 5-18 for initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance).

Form 18-32

Include the following notice if this is a response to a petition, if a minor is named in the caption, or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Response to [Petition/Motion] to Compel Arbitration

This Response to [Petition/Motion] to Compel Arbitration is brought by [**name of respondent**]. In support, [**name**] shows:

Include 1. and 2. only in a response to a *petition*.

1. [The last three numbers of Respondent's driver's license number are [**numbers**]./
Respondent has not been issued a driver's license.] [The last three numbers of Respondent's
Social Security number are [**numbers**]./Respondent has not been issued a Social Security
number.]

2. Respondent objects to the assignment of this matter to an associate judge for a trial
on the merits.

Continue with the following.

3. The [Premarital Agreement/Postnuptial Agreement] containing the agreement to
arbitrate is not valid or enforceable because [**state reasons**].

4. It was necessary to secure the services of [**name**], a licensed attorney, to preserve
and protect the rights of [**name of respondent**] [**include if applicable:** and preserve the best
interests of the child[ren]]. [**Name of petitioner or movant**] should be ordered to pay reasonable
attorney's fees, expenses, and costs through trial, and a judgment should be rendered in favor

of this attorney and against [**name of petitioner or movant**]; or, in the alternative, [**name of respondent**] requests that reasonable attorney's fees, expenses, and costs through trial be taxed as costs and ordered paid directly to [**name of respondent**]'s attorney, who may enforce the order in the attorney's own name.

Respondent prays that this Court deny the [Petition/Motion] to Compel Arbitration.

Respondent prays for recovery of attorney's fees and costs of court.

Respondent prays for general relief.

[**Name**]
Attorney for Respondent
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for Respondent

If this is a response to a *petition*, see form 5-18 for initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance).

Form 18-33

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on [Petition/Motion] to Compel Arbitration

On [date] the Court heard the [Petition/Motion] to Compel Arbitration filed by [name], [Petitioner/Movant].

[Petitioner/Movant] appeared in person and by attorney of record, [name], and announced ready.

Respondent, [name of respondent], appeared in person and by attorney of record, [name], and announced ready.

Having examined the pleadings, evidence, and argument of counsel, the Court is of the opinion that the [Petition/Motion] to Compel Arbitration should be [GRANTED/DENIED].

Include one of the following if applicable.

The Court finds that the contract containing the agreement to arbitrate is valid and enforceable.

Or

The Court finds that the contract containing the agreement to arbitrate is not valid or enforceable.

If the petition or motion is granted, continue with the following.

IT IS ORDERED that the pending dispute between [Petitioner/Movant] and Respondent be arbitrated and that arbitration procedures be followed according to the terms and provisions of the parties' [Premarital Agreement/Postnuptial Agreement/Agreement Incident to Divorce/Agreed Decree of Divorce] executed on [date].

IT IS ORDERED that [name and address of arbitrator] is appointed an impartial arbitrator who is qualified to facilitate a family law alternative dispute resolution procedure under section 154.052 of the Texas Civil Practice and Remedies Code.

Select one of the following.

IT IS ORDERED that the compensation of the arbitrator and costs of arbitration shall be borne in the following manner: [specify allocation and time of payment to arbitrator].

Or

IT IS ORDERED that the compensation of the arbitrator and costs of arbitration shall be divided and borne equally by the parties, shall be paid in advance by the parties directly to the arbitrator, and shall be taxed as costs.

If the court awards attorney's fees to the petitioner or movant, include the following paragraph.

The Court finds that Respondent failed to arbitrate this dispute according to the terms and provisions of the parties' [Premarital Agreement/Postnuptial Agreement/Agreement Incident to Divorce/Agreed Decree of Divorce], requiring [Petitioner/Movant] to file a [Petition/Motion] to Compel Arbitration and have a hearing on the [petition/motion]. Respondent's failure to cooperate and agree to arbitration caused [Petitioner/Movant] to incur reasonable and necessary attorney's fees in the amount of \$[amount] in connection with the filing of the [Petition/Motion] to Compel Arbitration and obtaining the order granting the [petition/motion]. IT IS THEREFORE ORDERED that [Petitioner/Movant], [name], is awarded a judgment of [number] dollars (\$[amount]) against Respondent, [name], as attorney's fees and

expenses, 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 that each party and counsel will be bound by the rules established by the arbitrator, unless otherwise agreed by the parties. IT IS ORDERED that all parties and their attorneys shall cooperate with the arbitrator and shall attend all appointments, interviews, hearings, and meetings. IT IS ORDERED that the initial appointment with the arbitrator shall take place on or before [**date**].

If the petition or motion is *denied* and the court awards attorney's fees to the respondent, include an appropriate order.

Include the following in all orders.

SIGNED on _____.

JUDGE PRESIDING

Form 18-34

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Joint Motion for Referral to Arbitration

This Joint Motion for Referral to Arbitration is made in accordance with [section 6.601/section 153.0071(a)/sections 6.601 and 153.0071(a)] of the Texas Family Code. Movants are parties to a pending family law matter before this Court in which Petitioner is [**name of petitioner**] and Respondent is [**name of respondent**].

Movants request the Court to refer this dispute for resolution by arbitration. The parties have agreed that the arbitration award will be [binding/nonbinding].

Movants request that the Court appoint [**name**], who is qualified under Texas law as an impartial third-party arbitrator.

Movants pray that this Court grant the relief requested in this motion.

Movants pray for general relief.

[**Name**]
Attorney for Movant/Petitioner
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

[Name]

Attorney for Movant/Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Form 18-35

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Agreed Order of Referral to Arbitration

This Court has examined the Joint Motion for Referral to Arbitration and is of the opinion that the motion should be granted. The Court finds that this case is appropriate for alternative dispute resolution in accordance with chapter 154 of the Texas Civil Practice and Remedies Code, and the case is referred for [binding/nonbinding] arbitration under section 154.027 of the Texas Civil Practice and Remedies Code, the Texas General Arbitration Law (chapter 171 of the Texas Civil Practice and Remedies Code), and [section 6.601/section 153.0071/sections 6.601 and 153.0071] of the Texas Family Code. IT IS ORDERED that [name of arbitrator] is appointed an impartial arbitrator who is qualified for family law alternative dispute resolution under section 154.052 of the Texas Civil Practice and Remedies Code.

IT IS ORDERED that this case shall be submitted to [binding/nonbinding] arbitration on or before [date].

IT IS ORDERED that the fees and costs for the arbitration shall be divided and borne equally by the parties, shall be paid in advance by the parties directly to the arbitrator, and shall be taxed as costs. Each party and counsel will be bound by the Family Law Arbitration Agreement and Family Law Arbitration Rules provided by the arbitrator. Each party and counsel are ORDERED to cooperate with the arbitrator.

IT IS ORDERED that the parties proceed with arbitration and that all parties, counsel, and the arbitrator shall be present during the entire arbitration process. Counsel, the parties, and the arbitrator shall agree on an arbitration date and location within thirty days of the date this order is signed. If no agreed date and location can be scheduled within the next thirty days, IT IS ORDERED that the arbitrator shall select a date and location within sixty days of the date this order is signed, and all parties and counsel are ORDERED to appear as directed by the arbitrator.

SIGNED on _____.

JUDGE PRESIDING

AGREED TO AND APPROVED:

Arbitrator

Attorney for Petitioner

Attorney for Respondent

Form 18-36**Arbitrator's Initial Letter**

[Date]

[Names and addresses of attorneys for both parties]

Re: [style and cause number of case]

[Salutation]

In response to your inquiry about my availability to serve as arbitrator, I suggest that we meet in my office at a mutually agreeable time and have a preliminary conference about the parties and the nature of the case. This discussion will enable us to set the rules and procedures for arbitration and to determine whether there is any present or potential disqualification for me to serve as arbitrator.

Arrangements concerning my fees and disbursements should be made and agreed on before the employment begins. To that end, I am enclosing the Arbitrator's Fees and Disbursements Agreement that establishes the terms and conditions for my compensation if you and your clients decide to employ me. If the terms and conditions are acceptable to you and your clients, please have your clients sign the agreement and tender their respective checks for the appropriate retainer.

For preliminary information to your clients, I am also attaching a copy of my resume.

If the fee contract is approved and signed by your clients, it will be incorporated as an integral part of the Family Law Arbitration Agreement.

I will contact you to set the date of our preliminary meeting.

Sincerely yours,

[Name]
Arbitrator

Enc.

Form 18-37**Arbitrator's Fees and Disbursements Agreement**

The parties agree to pay the arbitrator **[number]** dollars (**[\$amount]**) per hour, to pay the arbitrator's assistant **[\$amount]** per hour, and to pay all out-of-pocket expenses.

A retainer of **[number]** dollars (**[\$amount]**) will be paid to the arbitrator to cover the estimated time and the arbitrator's anticipated out-of-pocket expenses. If the case is settled or terminated for any reason, the arbitrator will be paid for the arbitrator's time and expenses incurred. The balance of the retainer, if any, will be refunded to the parties in proportion to their contributions. If the case is settled or terminated for any reason before the arbitrator renders a decision, the arbitrator will retain the greater sum of **[number]** dollars (**[\$amount]**) per day or partial day, for time actually expended, or a minimum of **[number]** dollars (**[\$amount]**), plus actual expenses incurred, from the retainer deposit and will return the balance, if any, to the party or parties making the deposit in proportion to their contributions.

Unless otherwise agreed in writing, each party executing this agreement is jointly and severally liable for any unpaid arbitrator's fees and expenses not covered by the retainer. Allocation of ultimate fees and expenses will be set out in the arbitration decision and award.

If the initial retainer is exhausted before conclusion of the arbitration or rendition of the decision and award, it is agreed that an additional retainer will be paid on notice by the arbitrator to the attorneys for the parties. The parties understand and agree that the arbitrator is to be paid for all services and expenses before the arbitrator incurs them. At the arbitrator's sole election, the proceeding may be postponed until the additional retainer is deposited with the arbitrator.

If the deposit is not made within the time required in the notice from the arbitrator, the arbitrator will have the unqualified right to withdraw from the proceeding with absolute impu-

nity. Either party may advance the original or additional retainers with the understanding that the arbitrator's decision and award will allocate liability for the advanced fees and expenses with one or both parties.

This agreement is signed in multiple counterparts that, in the aggregate, will constitute the agreement. Telefaxed signatures are acceptable.

Petitioner

Signed on _____

Respondent

Signed on _____

Form 18-38

Include the following notice if a minor is named in the caption or if the agreement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Family Law Arbitration Agreement

This agreement is entered into by [name of party] and [name of party] and the arbitrator listed below.

1. Arbitrator

The parties have agreed to the appointment of [name] as arbitrator.

2. Law

The parties agree to be bound by this agreement, the Texas Alternative Dispute Resolution Procedures Act (chapter 154 of the Texas Civil Practice and Remedies Code), the Texas General Arbitration Law (chapter 171 of the Texas Civil Practice and Remedies Code), sections 6.601 and 153.0071(a) and (b) of the Texas Family Code, and the laws of the state of Texas.

3. Rules

The parties agree to be bound by the Family Law Arbitration Rules attached to this agreement.

4. *Issue[s]*

The following issue[s] will be submitted to final and binding arbitration in lieu of a trial to the Court: **[list issue[s]]**.

5. *Hearing*

The hearing on [this/these] issue[s] will begin on **[date]** at **[time]** and continue daily through **[date]** at **[time]**. If necessary, the hearing will continue on **[date]**. The arbitration hearing will begin each day at **[time]** and continue until **[time]**, with appropriate breaks to be taken at times determined by the arbitrator. The arbitration will be held at **[location]** in **[city]**, Texas. The arbitrator is not required to give any further notice to the parties, because the parties have agreed to the hearing time, date, and place stated above.

6. *Procedure*

The format of the arbitration will be determined by the arbitrator, with the objective of expediting the hearing. The arbitrator may take any testimony from sworn witnesses that the arbitrator believes is necessary to elicit the facts required to render a decision.

The Texas Family Code, Texas Rules of Evidence, Texas Rules of Civil Procedure, and Texas Civil Practice and Remedies Code will be applied, except as modified as follows: **[specify modifications]**.

7. *Fees*

Select one of the following.

The fees and costs of arbitration will be as set forth in the attached Arbitrator's Fees and Disbursements Agreement.

Or

The fees and costs of arbitration will be as follows:

The parties agree to pay the arbitrator [number] dollars (\$[amount]) per hour, to pay the arbitrator's assistant [number] dollars (\$[amount]) per hour, and to pay all out-of-pocket expenses.

A retainer of [number] dollars (\$[amount]) will be paid to the arbitrator to cover the estimated time and the arbitrator's anticipated out-of-pocket expenses. If the case is settled or terminated for any reason, the arbitrator will be paid for the arbitrator's time and expenses incurred. The balance of the retainer, if any, will be refunded to the parties in proportion to their contributions. If the case is settled or terminated for any reason before the arbitrator renders a decision, the arbitrator will retain the greater sum of [number] dollars (\$[amount]) per day or partial day, for time actually expended, or a minimum of [number] dollars (\$[amount]), plus actual expenses incurred, from the retainer deposit and return the balance, if any, to the party or parties making the deposit in proportion to their contributions.

Unless otherwise agreed in writing, each party executing this agreement is jointly and severally liable for any unpaid arbitrator's fees and expenses not covered by the retainer. Allocation of ultimate fees and expenses will be set out in the arbitration decision and award.

If the initial retainer is exhausted before conclusion of the arbitration or rendition of the decision and award, it is agreed that an additional retainer will be paid on notice by the arbitrator to the attorneys for the parties. The parties understand and agree that the arbitrator is to be paid for all services and expenses before the arbitrator incurs them. At the arbitrator's sole election, the proceeding may be postponed until the additional retainer is deposited with the arbitrator.

If the deposit is not made within the time required in the notice from the arbitrator, the arbitrator will have the unqualified right to withdraw from the proceeding with absolute impunity. Either party may advance the original or additional retainers with the understanding that

the arbitrator's decision and award will allocate liability for the advanced fees and expenses with one or both parties.

8. *Arbitration Award*

On completion of the hearing and receipt of any briefs, the arbitrator will issue an arbitration award in writing and deliver a copy of the award to each party or the party's attorney by hand delivery or certified mail within [number] weeks after the completion of the hearing and receipt of any briefs or as otherwise established by agreement of the parties and the arbitrator. The parties agree that the arbitration will be *final and binding* on both parties. There are limited rights to change, modify, correct, or appeal an arbitration award, and those rights are governed by the rules and law applicable to the arbitration.

9. *Record*

Select one of the following.

The parties have agreed to waive a court reporter during the arbitration hearing.

Or

The parties have agreed that a court reporter will make a record of the arbitration hearing and that the expense of the court reporter will be borne equally by the parties. The parties request that the court reporter make a transcript of the proceedings, and each person or persons requesting a transcript will pay for the transcript.

Or

The parties have agreed that [name of party A], at [his/her] own expense, will hire a court reporter to record the arbitration hearing and make a formal transcript.

10. Tape Recording

The proceedings may be tape-recorded by the arbitrator, solely for the arbitrator's review and reference. In no event will the tape be available to the parties for appeal or for any other purpose unless appropriate stipulations are entered into by and between the parties that are acceptable to the arbitrator with respect to preparation of a formal transcript of the proceedings from the recording.

11. Communication

Copies of all correspondence to the arbitrator will be mailed to the opposing party or to counsel if one appears of record. All communications involving the arbitrator and counsel will be by conference or telephone conference, with both attorneys or parties present, except about minor details such as scheduling times, dates, and places.

12. Understandings and Agreements

The parties agree to be *bound* by the decision and award of the arbitrator unless the award is set aside under section 171.088 of the Texas Civil Practice and Remedies Code [**include if applicable:** or the Court finds the arbitrator's decision and award not to be in the best interests of the children].

13. Arbitration Position Statement

Each party will prepare an Arbitration Position Statement containing facts, the issues to be resolved, [**include if applicable:** an inventory and appraisal of the marital estate,] and any memoranda of law that either desires to submit at least [**number**] days before the hearing. The statements will be exchanged with opposing counsel at the time they are submitted. If either party intends to call any witnesses other than the parties, the names of the witnesses will be furnished to the other side and to the arbitrator before [**date**].

14. Multiple Counterparts

If this agreement is signed in multiple counterparts, the aggregate will constitute the entire agreement. Telefaxed signatures are acceptable.

SO STIPULATED AND AGREED:

[Name]

Petitioner

Signed on _____

[Name]

Respondent

Signed on _____

APPROVED AS TO FORM:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

I ACCEPT THE ARBITRATION ASSIGNMENT SET FORTH IN THIS AGREEMENT:

[Name]

Arbitrator

[E-mail address]

[Address]

[Telephone]

[Fax]

Signed on _____

Form 18-39

Family Law Arbitration Rules

Scope and application of rules: If there is any conflict among these rules, the parties' arbitration agreement, and the applicable state arbitration statutes, the parties' arbitration agreement shall control.

1. *Definitions*

- a. *Final and Binding Arbitration.* The hearing and determination of one or more issues in a family law case or controversy by an arbitrator instead of a judge. The arbitrator's award, unless modified by the court, is *final* and *binding*. The term *award* may be used interchangeably with the term *decision* if the context requires.
- b. *Arbitrator(s).* An attorney certified as a family law arbitrator or a panel, with at least one attorney certified as a family law arbitrator, chosen by the parties to conduct the hearing and determination of a family law case or controversy.
- c. *Family Law Arbitration Agreement.* A written contract between the parties that meets the criteria in section 2.b. of these rules.
- d. *Disputed Issues.* Issues that the parties cannot agree on between themselves that are material to resolution of the family law case or controversy.
- e. *Award.* The document containing the findings of fact, conclusions, and award of the arbitrator.
- f. *Subpoena.* A document requiring someone to appear at a hearing.

- g. *Subpoena Duces Tecum*. A document requiring someone to appear at a hearing and to bring certain papers or records to the hearing.
- h. *Day*. If the last day by which an act in these proceedings must be accomplished falls on a weekend or a holiday, the act shall be accomplished on the next regular working day.

2. *Commencement of Procedures*

- a. *Subject of Arbitration*. Arbitration in a family law case shall begin with the execution of a Family Law Arbitration Agreement between the parties and their attorneys or by a demand for arbitration provided for in a premarital, marital, or divorce agreement between the parties. Except for the issue of granting a divorce, any matters arising from a family law case, as well as postjudgment matters involving modification or revision of judgment, may be submitted to arbitration. The arbitrator can decide only the issues that are specifically identified in the Family Law Arbitration Agreement or covered by the premarital, marital, or divorce agreement.
- b. *Terms of Agreement*. The Family Law Arbitration Agreement is a written contract that must contain at least the following:
 - i. A provision that the proceedings shall be in accordance with the provisions of the Texas Alternative Dispute Resolution Procedures Act (chapter 154 of the Texas Civil Practice and Remedies Code); the Texas General Arbitration Law (chapter 171 of the Texas Civil Practice and Remedies Code); applicable provisions of the Texas Family Code, including but not limited to sections 6.601 and 153.0071(a) and (b); and the laws of the state of Texas.

- ii. A provision that the proceedings shall be governed by these rules.
 - iii. A provision regarding whether a record is to be made of the proceedings.
 - iv. A specific statement of each disputed issue to be decided by arbitration.
If arbitration is demanded by one party under the terms of a premarital, marital, or divorce agreement, a copy of the agreement shall be attached to the arbitration demand.
 - v. Notice that there are limited statutory rights to change, vacate, and modify the award under Texas law.
- c. *Time of Arbitration.* The arbitration process may occur before or after the family law action is filed, at a time agreed to by the arbitrator and the parties.
- d. *Continuances.* Except by stipulation of the parties or for good cause shown, no continuances or postponements of the date initially set for hearing shall be granted by the arbitrator. If one of the parties fails to appear for the hearing(s), the arbitrator may proceed to determine the controversy. However, this provision does not prevent the arbitrator from granting adjournments that in his or her judgment may be required to permit a full and fair presentation of all material facts to facilitate resolution of the issues presented.
- e. *Qualification of Arbitrator.* Any arbitrator appointed under these rules shall be neutral and impartial. The arbitrator shall disclose to the parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the result of the arbitration and any past or present business or professional relationship with the parties or their counsel. The arbitrator will conduct the proceedings with dignity and fairness. The arbitrator's com-

munication with the parties and with their attorneys shall avoid any appearance of impropriety.

Any attorney serving as an arbitrator hearing a family law case (except a panel where there shall be at least one attorney) shall be an attorney certified as a family law arbitrator, licensed to practice law in the state of Texas, or have prior judicial experience in determining family law matters. In controversies involving a single issue requiring special expertise, the parties may stipulate to arbitration of that limited issue by a nonattorney expert.

- f. *Arbitrator's Fees and Costs.* As part of the Family Law Arbitration Agreement, the parties and the arbitrator shall agree in writing on reasonable fees and costs and on an amount to be paid in advance and credited against fees and costs incurred. How the arbitrator's fees are to be paid, and by whom, shall be agreed in advance by the parties. The arbitrator may assess fees or costs against a party or counsel obtaining a continuance or adjournment or failing to comply with these rules.
- g. *Representation by Counsel.* Any party may be represented by counsel. A party intending to be represented shall notify the other party and the arbitrator of the name and address of counsel. Counsel shall personally notify the arbitrator and the opposing party or counsel immediately on undertaking representation in a pending arbitration proceeding.

3. *Discovery and Prehearing Procedures*

- a. *Prehearing Conference with Arbitrator.* The parties or their attorneys shall confer with the arbitrator and each other as soon as practicable after the arbitrator's selection to consider and establish all the following matters:

- i. The scope and extent of the issues submitted.
 - ii. The time, date, and place for the hearing.
 - iii. The experts, if any, who will testify and a schedule for exchange of reports of all experts, or a summary of testimony of all expert witnesses, unless the expert's deposition has already been taken. The parties may notify the arbitrator before the hearing that by agreement the report of an expert may be considered by the arbitrator without cross-examination; in that case, the expert need not testify.
 - iv. Any witnesses other than the parties who are to be called, their full addresses and phone numbers, and a brief statement of the expected testimony.
 - v. All exhibits or documents each party considers material to his or her case in chief and a reasonable schedule for production and/or exchange of those items.
- b. *Discovery*
- i. Each party is entitled to reasonable access to information in the possession of the other party that is material to resolution of the issue(s) submitted. Reciprocal exchange of information is essential to orderly resolution of the proceedings. Therefore the parties are required to exchange the documents and information that the arbitrator establishes at a prehearing conference and that are required by rule 3.c.
 - ii. All discovery shall be completed before the date of the hearing. Any objections to use of any document so exchanged shall be made before the hearing or shall be deemed waived.

- c. *Document Exchange.* Documents that are to be exchanged before the hearing include (1) a full, complete, and accurate sworn Inventory and Appraisement in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual* if property division is at issue; (2) complete copies of federal income tax returns for at least the three years before the hearing; (3) a full and complete copy of all custody investigations and evaluations; (4) if a postjudgment matter, copies of all court orders and a complete statement of gross and net incomes (including assets and debts) of the parties, together with copies of each party's applicable income tax returns; (5) each party's statement of proposed resolution of each issue in controversy; and (6) any other agreed documents or documents requested by the arbitrator.
- d. *Communication with Arbitrator.* If counsel or a party corresponds with the arbitrator, a copy of all the correspondence shall be contemporaneously mailed to the opposing party or to counsel if one appears of record. There shall be no ex parte communications between the parties or their counsel and the arbitrator, except for such purposes as arranging ministerial matters such as times, dates, and physical arrangement of hearings and the like.

4. *Hearing Procedures*

- a. *Interpreters.* Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall notify the other party and the arbitrator of the arrangements before the hearing. Initially, the requesting party shall pay all costs of the interpreter, subject to assessment of the expense by the arbitrator as part of the award.
- b. *Attendance at Hearing.* Hearings are private. The parties are required to attend all hearings. Unless otherwise agreed, the arbitrator shall require all

actual or potential witnesses, except the parties, to be excluded from the hearing room, except during the testimony of that witness.

- c. *Oaths.* The arbitrator shall require each witness to swear or affirm the truth of his or her testimony. The arbitrator is authorized to administer the appropriate oath or affirmation.
- d. *Record*
 - i. The parties shall agree in the Family Law Arbitration Agreement whether there should be a transcript of the proceedings. However, the arbitrator may determine on application of a party that all or part of the proceedings shall be transcribed and how to allocate the transcript cost.
 - ii. If and when the arbitrator's award has been confirmed by the court, unless ordered otherwise by the court, all evidence and exhibits shall be returned to the attorney or party who provided them.
 - iii. The proceedings may be tape-recorded by the arbitrator, solely for the arbitrator's review and reference.
- e. *Subpoenas.* The arbitrator shall have the right to use the subpoena process as provided by Texas law. All parties shall be given a copy of a subpoena when it is issued. Parties are encouraged to produce witnesses and present proofs to the fullest extent possible without resort to the subpoena process.
- f. *Power to Direct Appearances and Production of Documents.* The arbitrator is empowered to direct the appearance of any person or the production of any records properly subject to process in the jurisdiction where the arbitration occurs. Unless the arbitrator directs otherwise, the party requesting the

appearance of a person or the production of documents under this section shall bear all reasonable costs of the appearance or production.

- g. *Order of Proceedings and Evidence.* The order of proceedings shall be determined by the arbitrator. The arbitrator shall have broad discretion about how testimony and evidence shall be received. Hearings may be informal. In addition to direct testimony from parties and witnesses, the arbitrator may receive as evidence documents and affidavits, if previously exchanged as required by the prehearing conference or exchange in rule 3.c. Unless specifically otherwise agreed to, the arbitrator need not strictly adhere to the Texas Rules of Evidence, to the Texas Rules of Civil Procedure, or to any statutory or case law concerning the presentation or receipt of evidence as long as all parties have a fair opportunity to present evidence on their own behalf and respond to evidence offered by the other party.
- h. *Arbitrator's Right to Interview a Child in Custody-Related Matters.* The arbitrator is authorized to interview a child privately, out of the presence of the parties and their counsel, to ascertain the needs and wishes of the child about custody arrangements, physical placement, visitation, and the like. The arbitrator, in conducting such an interview, shall make every effort to avoid placing the child in a position where the child is encouraged or required to make a choice between parents or to reject one parent in favor of the other. A stenographic or tape-recorded record of the interview may be made. If a guardian ad litem has been appointed, he or she shall be present during each interview.
- i. *Closing the Hearing.* When all the evidence is concluded, the arbitrator shall specifically inquire of each party whether he or she has any further witnesses to be heard or evidence to offer; if not, the arbitrator shall declare the hearing closed. If further documents are to be filed, the hearing shall be declared

closed as of the final date set by the arbitrator for submission of the documents.

- j. *Waiver of Oral Hearing.* The parties may, by written agreement, waive any oral hearing and agree to resolution of the case or controversy based solely on written evidence and arguments. The agreement shall provide the procedure to be used by the arbitrator, subject to agreement by the arbitrator.

5. *Professional Opinions about the Best Interests of the Child.* If the arbitrator believes that the opinion of a mental health professional is necessary or helpful, the arbitrator shall encourage the parties to mutually agree on an evaluator. If the parties cannot agree on a specific mental health professional to conduct an evaluation or on the payment of costs, the arbitrator may enter an appropriate order for the appointment of a mental health professional, payment of costs, or both. A written report shall be submitted to the arbitrator and both parties before the hearing.

6. *Inspection or Investigation.* Any inspection or investigation of premises or property by the arbitrator shall occur only in the presence of the parties or their attorneys or after written notice by the arbitrator setting a time and place for the inspection or investigation. Any party or attorney who desires may be present at the inspection or investigation. If one or both of the parties or attorneys are not present at an inspection or investigation, the arbitrator shall make a written report of the inspection or investigation to the parties.

7. *Reopening of Hearings.* The hearing may be reopened before the award is rendered either in the discretion of the arbitrator, on agreement of the parties, or on application of a party for good cause shown.

8. *Waiver of Rules.* Proceeding with arbitration at any stage, after knowledge that a provision or requirement of these rules has not been fully complied with, and failure to make a

timely written objection on knowledge that there has been a breach of these rules constitute a waiver of the right to object.

9. *The Award*

- a. *Procedure.* The arbitrator shall prepare and mail, fax, or deliver a copy of the award to the parties or attorneys within the time agreed on or set by the arbitrator, after the hearing is closed or the final briefs are submitted, whichever is later. This time may be modified by agreement of the parties and the arbitrator. If no party moves for correction or modification of the award within twenty days after the award is delivered, the arbitrator shall thereafter file the award with the court.
- b. *Contents of the Award.* The arbitrator's award shall set forth:
 - i. The court, cause number, and full case name, if any;
 - ii. The arbitration agreement;
 - iii. The stipulation(s) of the parties, if any;
 - iv. The findings of the arbitrator on each issue submitted, if requested by the parties;
 - v. The determination of the arbitrator on each issue submitted;
 - vi. The signature of the arbitrator and date of the award;
 - vii. The parties' relevant documents and any relevant evidence, worksheets, schedules, exhibits, or balance sheets.

If deemed appropriate, the arbitrator may issue a separate award on each of the separate issues submitted for arbitration.

- c. *Change of Award by Arbitrator.* On motion of a party, and in accordance with these rules, the arbitrator may modify or correct the award if:
 - i. There was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award;
 - ii. The arbitrator has awarded on a matter not submitted, unless it is a matter not affecting the merits of the award on the issues submitted; or
 - iii. The award is imperfect in matter of form not affecting the merits of the controversy.
- d. *Motion for Modification or Correction.* A motion for modification or correction, including all supporting affidavits, shall be served on all other parties and filed with the arbitrator within twenty days after the award is filed or delivered. A party opposing the motion for modification or correction shall file with the arbitrator and serve on all other parties written opposition to the motion and supporting affidavits no later than ten days after the date the motion is filed and served. The arbitrator shall decide any such motion solely on the motions and affidavits submitted. Any modification or correction of the award must be mailed or delivered to the parties or their attorneys within ten days of the expiration time for arbitrator's receipt of the final submission. The modified or corrected award shall supersede the original award and be the award filed with the court for confirmation.

10. *Motion to Vacate Award.* The award of the arbitrator may be vacated by the court in accordance with section 171.088 of the Texas Civil Practice and Remedies Code, which includes in part the following circumstances for vacating an award:

- a. The award was procured by corruption, fraud, or other undue means;
- b. There was evident partiality, misconduct, or willful misbehavior by the arbitrator;
- c. The arbitrator exceeded the arbitrator's powers.

11. *Filing of Award with Court.* The arbitrator's final award shall be filed with the court five business days after the expiration of all relevant time periods stated in these rules.

12. *Appeal of Award.* If, in their arbitration agreement, the parties reserved a right of appeal on the merits of the case and a party desires to appeal the award, the appeal shall proceed in the manner provided in the arbitration agreement or by statute.

Form 18-40

Checklist for Arbitrator and Attorneys

Name of case: _____

Party A: _____

Party B: _____

Attorney for Party A: _____

Attorney for Party B: _____

Time and date of arbitration: _____

Approximate time needed for arbitration: _____

Number of witnesses:

Party A: _____

Party B: _____

Other: _____

Beginning and ending time of each session:

Begin: _____

End: _____

Presentation needs:

Overhead projector: _____

DVD player: _____

Easel: _____

Personal computer: _____

Software application: _____

Record of proceeding: _____

Court reporter: _____

Nonstenographic: _____

Secured by whom: _____

Paid by whom: _____

Main issues to be arbitrated:

Property: _____

Characterization: _____

Value: _____

Division: _____

Reimbursement: _____

Child support: _____

Alimony: _____

Custody: _____

Specific issues to be arbitrated: _____

Procedural rules:

Documents:

Stipulation as to authenticity: _____

Stipulation as to admissibility: _____

Exchange documents between counsel: _____

Expert reports: _____

(It is strongly suggested that the arbitrator be furnished with a complete set of exhibits,
if possible, before the hearing.)

Preliminary motions:

Discovery matters: _____

Rulings on admissibility: _____

Sanction rulings: _____

Evidentiary matters:

Per Texas Rules of Evidence: _____

Discovery under Texas Rules of Civil Procedure: _____

Other agreements: _____

Trial briefs on any issue: _____

Briefly describe issues to be briefed: _____

Arbitration costs and fees:

Arbitrator: _____

Allocation of fees: _____

Deposit: _____ Date: _____

Balance: _____ Date: _____

Form 18-41**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Arbitration Decision and Award

The parties to this action entered into an agreement to arbitrate on **[date]**. This arbitrator was selected, and hearing was set for **[date]** at **[time]**. The hearing began at **[time]** and concluded at **[time]** on **[date]**.

Appearances

Petitioner appeared in person and by **[firm name]** by **[name of attorney]**. Also appearing on behalf of petitioner were **[name[s] and occupation[s] of witness[es]]**.

Respondent appeared in person and by **[firm name]** by **[name of attorney]**. Also appearing on behalf of respondent were **[name[s] and occupation[s] of witness[es]]**.

Other persons appearing during the hearing include **[specify]**.

The parties signed the Family Law Arbitration Agreement that is attached to this document.

Issues

The issues are **[specify]**.

Facts

[Describe the basic facts material to resolution of the issues submitted and summarize the factual context of the dispute and of the hearing.]

Petitioner's Position

Petitioner in this action, **[name of petitioner]**, resides at **[address]**, was born on **[date]**, and has the following Social Security number: **[number]**. The present occupation of Petitioner is **[occupation]**. Petitioner's current gross monthly earnings are **[\$amount]**, with state and federal income tax and Social Security withholdings of **[\$amount]**. The current net monthly income is approximately **[\$amount]**.

Petitioner contends that **[set out the petitioner's position on each of the issues identified for arbitration]**.

Respondent's Position

Respondent in this action, **[name of respondent]**, resides at **[address]**, was born on **[date]**, and has the following Social Security number: **[number]**. The present occupation of Respondent is **[occupation]**. Respondent's current gross monthly earnings are **[\$amount]**, with state and federal income tax and Social Security withholdings of **[\$amount]**. The current net monthly income is approximately **[\$amount]**.

Respondent contends that **[set out the respondent's position on each of the issues identified for arbitration]**.

Decision

[Identify issue. Describe resolution and reasons.]

Repeat as needed for all issues.

Award

For all the reasons set out above, Petitioner is awarded the following: **[specify]**.

For all the reasons set out above, Respondent is awarded the following: **[specify]**.

Dated _____.

[Name]
 Arbitrator

Certificate of Service

I certify that a true copy of this award was sent to the parties in accordance with section 171.053 of the Texas Civil Practice and Remedies Code on **[date]**.

[Name]
 Arbitrator

Form 18-42

Include the following notice if a minor is named in the style of the case or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

Report to Court of Arbitration Results

[Date]

[Name and address of judge]

Re: Report of Arbitrator

[style and cause number of case]

[Salutation]

You referred this case to me for arbitration. The parties and attorneys appeared for the arbitration on [date] at [location].

Select one of the following.

I am pleased to report that the lawsuit was resolved as a result of the arbitration process. As arbitrator, I have reached a decision on the contested issues and have prepared a written Arbitration Decision and Award. The award has been transmitted to the parties or their attorneys. The appropriate documents will be submitted to the Court in the near future and will include the [decree/order] based on the award [include if applicable: and the award].

Or

I am pleased to report that the lawsuit was resolved by the agreement of the parties and their attorneys during the arbitration process. An Agreed [Decree/Order] will be submitted to the Court in the near future.

Continue with the following.

Thank you for the opportunity to be of service.

Sincerely yours,

[Name]
Arbitrator

c: Counsel of record

Form 18-43

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Concerning Fee for Court-Appointed Arbitrator

By order of this Court, **[name]** was appointed to serve as arbitrator, for which a fee was paid. The case was resolved by **[binding/nonbinding]** arbitration.

The following arbitration fees were agreed on by the parties to the arbitration and by the arbitrator and were paid in the following amounts and by the parties as indicated: **[list amounts paid and the payor for each amount]**.

Respectfully submitted on **[date]**.

[Name]

Arbitrator

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

☐ The total compensation requested and already paid is approved as submitted.

☐ An additional \$ _____ is to be paid on or before _____
by _____.

☐ An additional \$ _____ is to be paid on or before _____
by _____.

ORDERED on _____.

JUDGE PRESIDING

Form 18-44

This form is to be used to vacate an arbitration award. If the award was made in a case that is already pending, the pleading would be a motion and the filing party a movant. If there is not a pending action, the pleading would be a petition and the filing party a petitioner.

Include the following notice if this is a petition, if a minor is named in the caption, or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Petition/Motion] to Vacate Arbitration Award

[Petitioner/Movant], [name of petitioner or movant], files this [Petition/Motion] to Vacate Arbitration Award. In support, [Petitioner/Movant] shows:

Include 1. and 2. only in a *petition*.

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

2. [The last three numbers of [name of petitioner]'s driver's license number are [numbers]./[Name of petitioner] has not been issued a driver's license.] [The last three numbers of [name of petitioner]'s Social Security number are [numbers]./[Name of petitioner] has not been issued a Social Security number.]

Include the following in a *motion*.

3. Movant is the [petitioner/respondent] in this case. [Name] is the [respondent/petitioner].

Select one of the following only for a *petition*.

3. Respondent, [name], should be served with process [include if applicable: at [address, city, state, zip code]].

Or

3. No service on [name], Respondent, is necessary at this time.

Continue with the following.

4. The parties proceeded to arbitration in this cause [by agreement/as ordered by the Court on [date]]. On [date] the arbitrator made the award, a copy of which is attached to this [petition/motion] as Exhibit [exhibit number/letter].

5. The arbitration award should be vacated for the following reasons:

Select as applicable.

- a. the award was obtained by corruption, fraud, or other undue means;
- b. the rights of a party were prejudiced by—
 - i. evident partiality by an arbitrator appointed as a neutral arbitrator;
 - ii. corruption in an arbitrator; or
 - iii. misconduct or willful misbehavior of an arbitrator;
- c. the arbitrator—
 - i. exceeded [his/her] powers;
 - ii. refused to postpone the hearing after a showing of sufficient cause for the postponement;
 - iii. refused to hear evidence material to the controversy; or

- iv. conducted the hearing, contrary to Civil Practice and Remedies Code section 171.043, 171.044, 171.045, 171.046, or 171.047, in a manner that substantially prejudiced the rights of a party;
- d. there was no agreement to arbitrate, the issue was not adversely determined in a proceeding under Civil Practice and Remedies Code section 171.021 *et seq.*, and the party did not participate in the arbitration hearing without raising the objection; or
- e. the award is not in the best interests of the child[ren] because: **[specify reasons]**.

Continue with the following.

6. [Petitioner/Movant] prays that, on hearing, the Court vacate the arbitration award **[include if applicable: and refer the matter back to [the arbitrator/a different arbitrator] for redetermination]**. **[Include if applicable: Petitioner prays that citation and notice issue as required by law.]** **[Name of petitioner or movant]** prays for general relief.

[Name]

Attorney for **[name of petitioner or movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following notice of hearing, certificate of conference, and certificate of service if the case is already pending.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Conference

A telephone conference was attempted on [date] with [name], the attorney for the opposing party, on the merits of this motion. Agreement could not be reached; therefore, the motion is presented to the Court for a determination.

[Name]
Attorney for [name of movant]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name of movant]

Forms 18-45 through 18-50 are reserved.

Form 18-51

For a mediated settlement agreement, see forms [18-17](#) and [18-18](#). For letters cautioning the client against signing an agreement without the attorney's review, see forms [2-16](#) and [2-18](#).

Include the following notice if a minor is named in the caption or if the agreement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Informal Settlement Agreement*1. Parties*

The parties to this Informal Settlement Agreement are **[name of party A]** and **[name of party B]**.

2. Scope of Agreement

The parties agree to settle all claims and controversies between them, asserted or assertable, in this case except **[specify]**.

The following provisions are examples only.

3. Real Estate

1. **[[Name of party A]/[name of party B]]** will own the property commonly known as **[address, city]**, Texas, and will pay the remaining balance of the mortgage.

2. The property commonly known as **[address, city]**, Texas, will be listed for sale with a real estate agent who is active in the area where the property is located. It will be sold

for a price and on terms that are mutually agreeable to the parties. Until the closing of the sale—

- a. [[**Name of party A**]/[**name of party B**]] will have the exclusive use and possession of the property and will pay all utilities and keep the property maintained and in good repair;
- b. [[**Name of party A**]/[**name of party B**]] will pay the mortgage payments as they come due; and
- c. [[**Name of party A**]/[**name of party B**]] will pay the insurance premiums and ad valorem taxes as they come due.

On the sale, the net sales proceeds will be divided [**percent**] percent to [**name of party A**] and [**percent**] percent to [**name of party B**]. If, after [**number**] days after the divorce, the parties are unable to agree on a sales price or terms, then either party may apply to the Court for the appointment of a receiver to take possession of the property and sell it and, after the receiver's fee, to distribute the remaining proceeds in the proportions specified above.

3. [[**Name of party A**]/[**name of party B**]] will own the property commonly known as [**address, city**], Texas, and will pay [[**name of party B**]/[**name of party A**]] the sum of [**number**] dollars (\$[**amount**]) in the following manner:

- a. The execution of a vendor's lien note in the principal sum of [**number**] dollars (\$[**amount**]), bearing [**percent**] percent interest per year, payable over a period of [**number**] months, in equal installments of [**number**] dollars (\$[**amount**]).
- b. The assumption of the remaining balance of the mortgage to [**name of mortgagee**].

- c. The execution of a deed of trust to secure the vendor's lien note described in (a.) above and the execution of a deed of trust to secure the assumption of the mortgage described in (b.) above.

4. *Personal Property*

1. **[Name of party A]** will own the property listed in Schedule A.
2. **[Name of party B]** will own the property listed in Schedule B.

5. *Motor Vehicles*

1. **[Name of party A]** will own the **[specify]** motor vehicle and will pay the remaining balance of any lien debt on it.
2. **[Name of party B]** will own the **[specify]** motor vehicle and will pay the remaining balance of any lien debt on it.

6. *Money*

1. **[Name of party A]** will receive the following bank accounts: **[specify]**.
2. **[Name of party B]** will receive the following bank accounts: **[specify]**.

7. *Life Insurance*

1. **[Name of party A]** will receive all policies of insurance on [her/his] life.
2. **[Name of party B]** will receive all policies of insurance on [his/her] life.

8. *Retirement*

[[Name of party A]/[name of party B]]'s retirement benefits at **[employer]** that have accrued through the date of divorce will be divided **[percent]** percent to **[name of party A]** and

[percent] percent to [name of party B]. A QDRO will be submitted to the Court for entry that contains the following particulars regarding the division of benefits: [specify—see instruction box below].

All terms of the division should be included in the agreement; if they are not included, they are not awarded. See section 2.B.6. in form 23-6 in this manual. The language there presents examples only and must be modified for the actual division and different plan.

The following must be included:

- the full and accurate plan name (note that, for example, unless the participant works for Fidelity, “Fidelity 401(k)” is NOT the plan name);
- the precise method of division;
- the date of division (typically the date of the ISA or the divorce);
- all features (e.g., loans, survivor benefits) awarded; and
- who is responsible for the QDRO preparation and submission and all associated fees.

Special consideration for defined contribution plans: If gains and losses are not included, determine how to handle the shortfall if the amount available at segregation is less than the amount awarded. Will the QDRO award the alternate payee 100 percent of the account balance in this event? How will the deficiency be handled?

Special consideration for defined benefit plans: If the participant is already receiving a monthly benefit, will the participant have to pay the alternate payee the portion of the benefit between the date of divorce and the date the plan starts paying the alternate payee directly? If so, specify how, using enforceable language.

9. Spousal Maintenance

Parties should not include any provisions deviating from chapter 8 of the Family Code unless they want to exceed the amount of monthly spousal maintenance or the duration of spousal maintenance that a court may order without an agreement. Parties wanting to deviate from the termination grounds set forth in section 8.056 of the Family Code should use the alimony provisions instead, as that deviation may cause a court to find that the postdivorce support is not spousal maintenance, despite what the parties call it.

[[Name of party A]/[name of party B]] will pay spousal maintenance to [[name of party B]/[name of party A]] of [number] dollars (\$[amount]) per month for [number] months, beginning on [date], with each payment being due and payable on the [day of month] of each

month. The maintenance obligation will terminate earlier on the first occurrence of an event set forth in section 8.056 of the Texas Family Code.

The parties stipulate that under chapter 8 of the Texas Family Code, without an agreement of the parties, the maximum monthly spousal maintenance obligation the Court could order **[[name of party A]/[name of party B]]** to pay **[[name of party B]/[name of party A]]** is **[number]** dollars (\$**[amount]**) and the maximum duration of a spousal maintenance obligation the Court could order **[[name of party A]/[name of party B]]** to pay **[[name of party B]/[name of party A]]** is **[number]** months. **[Include if applicable: The parties understand that the Court may not enforce by contempt or income withholding any provision of an agreed order for maintenance that exceeds the amount of periodic support the Court could have ordered under chapter 8 of the Family Code or for any period of maintenance beyond the period of maintenance the Court could have ordered under that chapter.]**

This spousal maintenance obligation will be governed by the provisions of chapter 8 of the Texas Family Code and may be modified, enforced, or terminated only in accordance with those provisions.

10. *Alimony*

Select one of the following.

[[Name of party A]/[name of party B]] will pay contractual alimony to **[[name of party B]/[name of party A]]** of **[number]** dollars (\$**[amount]**) per month for **[number]** months, beginning on **[date]**, with each payment being due and payable on the **[day of month]** of each month. The alimony obligation will terminate earlier on the occurrence of one of the following events:

Or

[[**Name of party A**]/[**name of party B**]] will pay contractual alimony to [[**name of party B**]/[**name of party A**]] of [number] dollars (\$[amount]) per month until the earliest event set forth below, beginning on [date], with each payment being due and payable on the [day of month] of each month. The alimony obligation will terminate on the occurrence of one of the following events:

Continue with the following. The listed items are examples.

1. Death of [**name of party A**];
2. Death of [**name of party B**];
3. Remarriage of [[**name of party A**]/[**name of party B**]]; or
4. Cohabitation by [[**name of party A**]/[**name of party B**]] with another person with whom [[**name of party A**]/[**name of party B**]] has a dating or romantic relationship in a permanent place of abode on a continuing basis.

This alimony obligation is contractual in nature and will not be governed by the provisions of chapter 8 of the Texas Family Code and may not be modified, enforced, or terminated in accordance with those provisions.

11. *Liabilities*

1. [**Name of party A**] will pay the liabilities listed in Schedule C.
2. [**Name of party B**] will pay the liabilities listed in Schedule D.

12. *Attorney's Fees and Costs*

1. [**Name of party A**]'s attorney's fees will be paid by [[**name of party A**]/[**name of party B**]].

2. **[Name of party B]**'s attorney's fees will be paid by **[[name of party A]/[name of party B]]**.
3. Costs will be paid by **[[name of party A]/[name of party B]]**.

13. Other Provisions

The provisions of this Informal Settlement Agreement shall be effective immediately as a contract, shall supersede any temporary orders or other agreements of the parties with respect to the subject matter of this agreement, and shall serve as a partition of all property set forth in this agreement to the person to whom such property is awarded. All income from any property awarded in this agreement is partitioned to the person to whom the property is awarded. All earnings from each party are partitioned to the person providing the services giving rise to the earnings. These partitions are to be effective pursuant to section 4.102 of the Texas Family Code, and each party waives further disclosure of property and debts of the other pursuant to section 4.105 of the Texas Family Code.

The parties acknowledge that they each understand their right to have accountants, business and property evaluation specialists, appraisers, and other qualified people to further determine the nature and extent of their property and the property rights and values associated therewith, and their liabilities and amounts thereof, and to conduct discovery through sworn inventories and appraisements, depositions, interrogatories, requests for admissions, requests for document production, obtaining any appraisals, expert opinions, and expert reports, or any other judicial remedies available.

The parties each represent that they are sufficiently aware of the property and liabilities of the marital estate to make an informed decision regarding settlement of this matter **[include if applicable: , and they waive their right to further determine the nature and extent of the property and liabilities of the marital estate and to conduct discovery]**.

The discovery obligations of each party shall immediately cease on the execution of this Informal Settlement Agreement, including the requirement for either party to respond to outstanding discovery requests or supplement any discovery responses.

[Specify any other provisions of agreement.]

14. Release

Each party releases the other from all claims, demands, and causes of action each may have against the other, save and except those covenants, duties, and obligations set forth in this agreement.

Include 15. if applicable.

15. Full Disclosure

Each party represents that [he or she/he/she] has made a fair and reasonable disclosure to the other of the property and financial obligations known to [him or her/him/her].

16. Final Documents

1. The terms of this agreement will be incorporated in a decree and agreement incident to divorce that will follow the forms published in the current edition of *Texas Family Law Practice Manual*. The attorney for [[**name of party A**]/[**name of party B**]] will prepare the documents.

2. Other closing documents will be prepared by the attorney for the party who will benefit thereby, with such documents to follow the forms published in the current edition of *Texas Family Law Practice Manual*.

17. Disputes Regarding This Agreement

If any dispute arises with regard to the interpretation or performance of this agreement or any of its provisions, including the necessity and form of closing documents, the parties agree to try to resolve the dispute by phone conference.

ANY DISPUTES ARISING FROM THE DRAFTING OF THE DECREE OR CLOSING DOCUMENTS OR THE INTERPRETATION AND CLARIFICATION OF THIS AGREEMENT THAT CANNOT BE RESOLVED BY PHONE CONFERENCE AS SET FORTH ABOVE SHALL BE DECIDED BY BINDING ARBITRATION WITH [name] SERVING AS ARBITRATOR. Parties and/or counsel agree to notify [name], in writing, of their request for [his/her] services at least seven days prior to a court entry date and will deposit an additional [number] dollars (\$[amount]) per party toward the cost of those services before any arbitration services are rendered.

Any disputes regarding drafting shall be resolved whenever possible by reference to the current edition of *Texas Family Law Practice Manual*.

18. Representation

Each party signing this Informal Settlement Agreement has entered into the settlement agreement freely and without duress. [Name of party A] has [consulted with an attorney of [his/her] choice/had the opportunity to consult with an attorney of [his/her] choice but has declined to do so]. [Name of party B] has [consulted with an attorney of [his/her] choice/had the opportunity to consult with an attorney of [his/her] choice but has declined to do so].

19. Place of Performance

This agreement is made and is performable in [county] County, Texas, and must be construed in accordance with Texas law.

20. *Court Appearance*

The parties [**include if applicable:** and their respective attorneys] agree that, with no less than forty-eight hours' notice via e-mail, either Petitioner or Respondent [**include if applicable:** and [his/her/his or her] attorney] may appear in court for the purpose of presenting evidence and securing the Court's approval of this Informal Settlement Agreement, and the parties agree that this Court may orally render judgment on such date, with the Agreed Decree of Divorce to be submitted on a date established by the Court. The parties waive the making of a record.

21. THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.

[Name of party A]

Signed on _____

[Name of party B]

Signed on _____

Include signature lines for parties' attorneys who are present when the agreement is signed.

[Name]

Attorney for [name of party A]

Signed on _____

[Name]

Attorney for [name of party B]

Signed on _____

Attach all schedules mentioned in the agreement.

Form 18-52

For a mediated settlement agreement, see forms [18-17](#) and [18-18](#). For letters cautioning the client against signing an agreement without the attorney's review, see forms [2-16](#) and [2-18](#).

Include the following notice if a minor is named in the caption or if the agreement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Informal Settlement Agreement
[Short Form]

The undersigned parties to this settlement agreement agree to compromise and settle the claims and controversies between them. The parties wish to avoid potentially protracted and costly litigation.

1. Terms of the settlement are set out on Exhibit **[exhibit number/letter]** attached to this agreement.
2. If any dispute arises with regard to the interpretation or performance of this agreement or any of its provisions, including the necessity and form of closing documents, the parties agree to try to resolve the dispute by phone. Any disputes regarding drafting shall be resolved whenever possible by reference to the current edition of *Texas Family Law Practice Manual*.
3. This agreement is made and performable in **[county]** County, Texas, and must be construed in accordance with Texas law.

4. Each party signing this settlement agreement has entered into the settlement agreement freely and without duress. **[Name of party A]** has [consulted with an attorney of [his/her] choice/had the opportunity to consult with an attorney of [his/her] choice but has declined to do so]. **[Name of party B]** has [consulted with an attorney of [his/her] choice/had the opportunity to consult with an attorney of [his/her] choice but has declined to do so].

5. This settlement agreement is signed voluntarily on the dates set out below and is subject to the court's approval, and its provisions are intended to be incorporated into a final decree of divorce.

6. The parties agree to appear in court at the first available date to present evidence and secure rendition of judgment in accordance with this Informal Settlement Agreement.

7. THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.

[Name of party A]

Signed on: _____

[Name of party B]

Signed on: _____

Include signature lines for parties' attorneys who are present when the agreement is signed.

[Name]

Attorney for **[name of party A]**

Signed on: _____

[Name]

Attorney for [name of party B]

Signed on: _____

Attach the exhibit(s) containing the settlement terms.

Chapter 19

Trial Proceedings

Form 19-1	Motion for Pretrial Conference	333
Form 19-2	Pretrial Order	336
Form 19-3	Motion for Preferential Setting.	338
Form 19-4	Motion for Continuance	341
Form 19-5	Order on Motion for Continuance	344
Form 19-6	Suggested Division of Community Property	345
Form 19-7	Motion for Judge to Confer with Child	350
Form 19-8	Order on Motion for Judge to Confer with Child.	352
Form 19-9	Request for Jury Trial.	354
Form 19-10	Motion to Equalize Peremptory Challenges.	355
Form 19-11	Motion for Separate Peremptory Challenges	356
Form 19-12	Motion in Limine	358
Form 19-13	Order on Motion in Limine	361
Form 19-14	Motion for Special Instructions to Jury Panel	362
Form 19-15	Order on Motion for Special Instructions to Jury Panel.	364
Form 19-16	Requested Special Charge	365
Form 19-17	Objections to Jury Charge	366
Form 19-18	Motion for Directed Verdict.	370
Form 19-19	Order on Motion for Directed Verdict	371
Form 19-20	Motion for Judgment Non Obstante Veredicto	372
Form 19-21	Order on Motion for Judgment Non Obstante Veredicto.	374
Form 19-22	Subpoena [Hearing or Trial]	375
Form 19-23	[Nonmilitary Affidavit/Affidavit Regarding Military Service]	377

Form 19-1

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Pretrial Conference

This Motion for Pretrial Conference is brought by **[name of movant]**, **[party designation]**, who requests the Court to order a pretrial conference. In support, **[name of movant]** shows:

Include 1.–7. as applicable.

1. A pretrial conference is necessary to dispose of the following matters: **[designate all dilatory pleas, motions, and exceptions relating to the suit]**.
2. A pretrial conference is necessary to formulate and simplify issues.
3. A pretrial conference will aid in determining whether the parties may agree on admissions of fact and of documents that will avoid unnecessary proof and shorten the length of the trial.
4. A pretrial conference is necessary for the Court to determine whether to refer issues to a master or an auditor before trial for findings to be used as evidence in the trial.
5. A pretrial conference is necessary to determine whether the number of expert witnesses called to testify may be limited, thereby shortening the length of the trial.
6. A pretrial conference will enhance the possibility of settlement.

7. A pretrial conference is necessary to [state other matters whose consideration at pretrial may aid in the disposition of the action].

Continue with the following.

[Name of movant] prays that the Court grant the Motion for Pretrial Conference.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Prepare order as appropriate under local practice.

Form 19-2

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Pretrial Order

On [date] the Court held a pretrial conference in accordance with rule 166 of the Texas Rules of Civil Procedure and, after hearing the arguments of counsel, ORDERS as follows:

1.–10. are examples of some types of orders. Choose only those that are applicable.

1. The following motions presented by Petitioner, [name], are GRANTED:
2. The following motions presented by Petitioner, [name], are DENIED:
3. The following motions presented by Respondent, [name], are GRANTED:
4. The following motions presented by Respondent, [name], are DENIED:
5. Any additional discovery must be completed by [date], and no discovery after that date is authorized except by agreement of the parties.
6. The time allotted for trial of this case is [number] [hours/days]. Trial will begin at [time] on [day of week], [date].
7. The disputed issues of fact in this case are as follows:
8. The parties have agreed to the following stipulated facts:

9. Petitioner's pleadings may not be amended after [date].

10. Respondent's pleadings may not be amended after [date].

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 19-3

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Preferential Setting

This Motion for Preferential Setting is brought by [name of movant], [party designation], who shows in support:

The following are examples.

1. [Name], [Petitioner/Respondent], resides outside the state of Texas, and considerable time and expense will be involved for [him/her] to be present at the trial of this case.

And/Or

2. This case involves the custody of [a] child[ren], and it is in the best interest of the child[ren] to have the case resolved.

And/Or

3. This case involves the testimony of several witnesses who live outside the state of Texas, and considerable time and expense will be involved for the witnesses to be present at the time of the trial.

Continue with the following.

[Name of movant] prays that the Court grant the Motion for Preferential Setting.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name of movant]

Order on Motion for Preferential Setting

On [date] the Court considered the Motion for Preferential Setting of [name of movant] and ORDERS that the case be set for trial at _____ .M. on _____ .

SIGNED on _____ .

JUDGE PRESIDING

Form 19-4

A verification or an affidavit may be used to support sufficient cause for a continuance. If a verification is used, it must be based on personal knowledge, not on knowledge and belief. See the practice notes at section 19.4.

An unsworn declaration may be used in place of a verification or an affidavit. See section 8.58 and form 8-27.

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Continuance

This Motion for Continuance is brought by [**name of movant**], [**party designation**], who shows in support:

1. This case is presently set for trial on [**date**].
2. [**Describe facts that provide grounds for a continuance.**]
3. This continuance is not sought solely for delay but that justice may be done.

[**Name of movant**] prays that the Court grant the Motion for Continuance.

[**Name**]
Attorney for [**name of movant**]
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Verification

The undersigned states under oath: "I am the [movant/attorney for the movant] in the foregoing Motion for Continuance. I have read the motion. The statement[s] contained in paragraph 2 in the motion [is/are] within my personal knowledge and [is/are] true and correct."

[Name of [movant/attorney for movant]]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 19-5

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Continuance

On **[date]** the Court considered the Motion for Continuance of **[name of movant]**, **[party designation]**, and **ORDERS: [specify court order]**.

SIGNED on _____.

JUDGE PRESIDING

Form 19-6

Include the following notice if the division is filed as part of the record and a minor is named in the caption or the division contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

**[Petitioner's/Respondent's] Suggested Division of Community
Property**

The items listed are merely examples of some types of property; more exact descriptions may be appropriate. The numbering of the community asset categories follows that of the inventory and appraisal in form 7-1. Omit any categories that are not relevant in the particular case.

Description	Value	Petitioner	Respondent
ASSETS			
<i>Real Estate</i>			
1.1 Residence			
1.2 Rental house			
1.3 Lake lot			
<i>Mineral Interests</i>			
2.1 XYZ lease			
<i>Bank Accounts</i>			
3.1 Petitioner's checking account			
3.2 Petitioner's savings account			
3.3 Respondent's checking account			
3.4 Respondent's savings account			
3.5 Certificate of deposit			
3.6 Joint money market account			
<i>Brokerage Accounts/Mutual Funds</i>			
4.1 Merrill Lynch			
4.2 Schwab			
4.3 Morgan Stanley			
4.4 Magellan Fund			

Description	Value	Petitioner	Respondent
<i>Publicly Traded Stocks</i>			
5.1 Harley Davidson (1000 shares @ 38.3)			
5.2 Crescent Real Estate (500 shares @ 27.5)			
<i>Stock Options</i>			
6.1 Respondent's from ABC Corporation			
<i>Bonuses</i>			
7.1 Respondent's from ABC Corporation			
<i>Closely Held Business Interests</i>			
8.1 WXY Corporation			
<i>Retirement</i>			
9.1 Respondent's IRA			
9.2 Petitioner's IRA			
9.3 Respondent's defined contribution plan			
9.4 Respondent's 401(k) plan			
9.5 Military benefits			
9.6 Civil service benefits			
<i>Other Deferred Compensation Benefits</i>			
10.1 Respondent's workers' compensation award			
<i>Insurance and Annuities</i>			
11.1 Cash value—Respondent			
11.2 Cash value—Petitioner			
<i>Autos and Vehicles</i>			
12.1 2017 Mercedes			
12.2 2016 Lexus			
12.3 Ski boat			
12.4 Jet ski			

Description	Value	Petitioner	Respondent
<i>Receivables and Notes Owed to Spouse(s)</i>			
13.1 Brother-in-law note			
<i>Household Furnishings</i>			
14.1 Respondent's			
14.2 Petitioner's			
<i>Electronics and Computers</i>			
15.1 Respondent's			
15.2 Petitioner's			
<i>Antiques, Artwork, and Collectibles</i>			
16.1 Oriental rug			
16.2 Grandfather clock			
16.3 Stickley dining room table			
16.4 Waterford crystal			
<i>Miscellaneous Sporting Goods</i>			
17.1 Respondent's			
17.2 Petitioner's			
<i>Clothing, Jewelry, and Personal Items</i>			
18.1 Respondent's			
18.2 Petitioner's			
<i>Livestock/Animals</i>			
19.1 Four longhorn steers			
19.2 Paint horse			
19.3 Hunting dog (Blondie)			
<i>Club Memberships</i>			
20.1 Equinox			
20.2 Country Club			
<i>Travel Awards Benefits</i>			
21.1 Delta—Respondent			
21.2 American Airlines—Petitioner			

Description	Value	Petitioner	Respondent
<i>Miscellaneous Assets</i>			
22.1 Cemetery lots			
22.2 Stamp collection			
22.3 Tax refund due			
22.4 Loss carryforwards			
<i>Safe-Deposit Boxes</i>			
23.1 Fidelity Bank			
<i>Storage Facilities</i>			
24.1 U-Stor-It			
<i>Community Reimbursement Claim</i>			
25.1 Against Respondent's separate estate			
25.2 Against Petitioner's separate estate			
<i>Community Reconstitution Claim</i>			
26.1 For actual fraud by Respondent			
26.2 For constructive fraud by Respondent			
<i>Contingent Assets</i>			
27.1 Workers' compensation claim			
27.2 Insurance claim for medical			
Total Net Assets:			
LIABILITIES/SOLE AND JOINT			
<i>Consumer Debt</i>			
28.1 Nordstrom			
28.2 Visa (R)			
28.3 Amex (R)			
28.4 Chase Bank (P)			
<i>Taxes</i>			
29.1 Federal income taxes			
29.2 Real estate taxes			

Description	Value	Petitioner	Respondent
<i>Legal Fees</i>			
30.1 Attorney's fees due—Petitioner			
30.2 Attorney's fees due—Respondent			
30.3 Experts—Petitioner			
30.4 Experts—Respondent			
<i>Other Liabilities</i>			
31.1 Loan from Petitioner's mother			
31.2 Margin loan			
<i>Reimbursement Claims against Community</i>			
32.1 By Respondent's separate estate			
32.2 By Petitioner's separate estate			
<i>Pledges</i>			
33.1 United Way			
<i>Contingent Liabilities</i>			
34.1 Respondent's guaranty of loan			
34.2 Guaranty on daughter's car loan			
Total Liabilities:			
Net Community:			
SEPARATE ESTATE			
Respondent's—[itemize by category and general description]			
Petitioner's—[itemize by category and general description]			

Note: Trial strategy will dictate whether values of separate-property items should be shown.

Form 19-7

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Judge to Confer with Child

This Motion for Judge to Confer with Child is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. The issue of [conservatorship of/possession of/access to/who shall have the exclusive right to determine the primary residence of/**[describe other issue]**] the child[ren] in this case is contested. The child[ren] [is/are] **[specify age[s]]**.

2. For the purpose of determining the best interest of the child[ren], **[name of movant]** requests the Court to confer with the child[ren], in chambers, to determine [the/each] child's wishes as to [conservatorship/possession/access/who shall have the exclusive right to determine the child's primary residence/**[describe other issue]**]. **[Name of movant]** requests the Court to [permit counsel for both parties **[include if applicable:** and the [attorney ad litem/amicus attorney/guardian ad litem] for the child[ren]] to be present at the interview/interview the child[ren] without the presence of counsel].

Include the following if applicable.

3. **[Name of movant]** requests that the Court cause a record of the interview with the child[ren], **[name[s] of child[ren]]**, be made and that the record of the interview be made a part of the record in this case.

Continue with the following.

[Name of movant] prays that the Court grant the Motion for Judge to Confer with Child.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name of movant]

Form 19-8

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Judge to Confer with Child

On **[date]** the Court heard the Motion for Judge to Confer with Child brought by **[name of movant]**.

The Court finds that the child[ren] [is/are] **[specify age[s]]**.

Select one of the following.

IT IS ORDERED that the motion is GRANTED. IT IS FURTHER ORDERED that counsel [will/will not] be permitted to be present at the Court's interview with the child[ren], which will be held on **[date]** at **[time]** at **[location]**. **[Include if applicable: IT IS FURTHER ORDERED that the [attorney ad litem/amicus attorney/guardian ad litem] for the child[ren] [will/will not] be permitted to be present at the Court's interview with the child[ren].]** **[Include if applicable: IT IS FURTHER ORDERED that a record of the interview with the child[ren] [will be made, and the record of the interview will be part of the record in this case/will not be made.]]**

Or

IT IS ORDERED that the motion is DENIED.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 19-9

Include the following notice if a minor is named in the caption or if the request contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Jury Trial

[Name] requests a jury trial and pays the jury fee of \$**[amount]**.

[Name]

Attorney for Applicant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for Applicant

Form 19-10

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Equalize Peremptory Challenges

This Motion to Equalize Peremptory Challenges is brought by [name of movant], [party designation], who shows in support:

1. [Names of other parties and/or intervenors] are aligned as to certain issues in this trial, including [itemize issues in common].
2. There is no adversary relationship between [names of other parties and/or intervenors]. In the interest of fairness and equity, [names of other parties and/or intervenors] should have a total of six peremptory jury strikes between them.

Allege other specific grounds.

[Name of movant] prays that the Court grant the Motion to Equalize Peremptory Challenges.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Form 19-11

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Separate Peremptory Challenges

This Motion for Separate Peremptory Challenges is brought by [name of movant], [party designation], in accordance with rule 233 of the Texas Rules of Civil Procedure. In support, [name of movant] shows:

1. [Name of movant] is not aligned with either of the other parties and has asserted separate and distinct claims for relief.
2. The claims of [name of movant] are antagonistic to those of the other parties for the following reasons:

Assert the differences between the parties. For example:

[Name] seeks recovery against both Petitioner and Respondent for an unpaid debt. [Name]'s claim is adverse to both Petitioner and Respondent because recovery is sought against the community estate.

Or

Although [names] are the parents of Petitioner, [names] assert that neither Petitioner nor Respondent should be appointed managing conservator of the children.

3. To align [name of movant] with any other party in this case would deprive [name of movant] of the right to make peremptory challenges as provided in rule 233.
4. The proper alignment and equalization in this case would result in each party's having six peremptory challenges.

[Name of movant] requests separate peremptory challenges.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Form 19-12

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion in Limine

This Motion in Limine is brought by **[name of movant]**, **[party designation]**, who requests the Court:

1. To instruct the attorneys not to mention, refer to, or bring before the jury, directly or indirectly, on voir dire examination, reading of the pleadings, statement of the case, interrogation of the witnesses, argument, objections before the jury, or in any other manner any of the matters enumerated below, unless and until the matters have first been called to the Court's attention out of the presence and hearing of the jury and a favorable ruling received on the admissibility and relevance of the matters.

2. To instruct the attorneys for **[name]** to inform **[name]** and all witnesses called by that party to refrain from mentioning or referring to, in any way, in the presence or hearing of the jury, any of the matters enumerated below, unless specifically permitted to do so by ruling of the Court.

3. To instruct the attorneys for **[name]** that violation of any of these instructions may cause harm to **[name of movant]** and deprive **[name of movant]** of a fair and impartial trial, and the failure to abide by the instructions may constitute contempt of court.

The matters prohibited are:

The following are examples.

1. The filing of this motion, or any ruling by the Court on this motion, suggesting or implying to the jury that **[name of movant]** has wrongfully and improperly moved to prohibit proof.
2. Any adultery, cruelty, or other acts of fault in disrupting the marital relationship that have not been pleaded.
3. Any reference to settlement negotiations.
4. Any evidence of the character, reputation, or quality of, or the fees for, legal services rendered by any attorneys in this case, unless attorney's fees are a jury issue.
5. Any suggestion that the law requires a showing of unfitness of a party before the other party can be appointed managing conservator.
6. Any suggestion that the law recognizes a "tender years doctrine."
7. Any references to the terms of the temporary orders.
8. Any reference to sexual activity on the part of **[name of movant]** not conducted in the presence of the child[ren] or in [his/her/their] sphere of awareness.

The following may be used in modification cases.

9. Any references to events or actions occurring before **[date of rendition of the order to be modified or signing of the mediated or collaborative law settlement agreement on which the order is based]**.

[Name of movant] prays that the Court grant this Motion in Limine.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 19-13

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion in Limine

On **[date]** the Court considered the Motion in Limine of **[name of movant]** and
ORDERS:

1. The motion is GRANTED as to paragraph[s] **[number[s]]**.
2. The motion is DENIED as to paragraph[s] **[number[s]]**.

SIGNED on _____.

JUDGE PRESIDING

Form 19-14

The following motion is used to request inclusion of desired explanatory instructions and definitions in the admonitory instructions given the jury panel before voir dire. [Tex. R. Civ. P. 226a](#), part I, provides that prescribed oral instructions, “with such modifications as the circumstances of the particular case may require,” are to be given before the voir dire examination.

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Special Instructions to Jury Panel

This Motion for Special Instructions to Jury Panel is brought by **[name of movant]**,
[party designation].

1. The matter is brought before the voir dire examination of the jury panel.
2. The fact issues raised by the pleadings are: **[specify issues, e.g., cruel treatment, managing conservatorship]**.
3. To enable the jury panel to properly understand voir dire examination on these issues, **[name of movant]** requests the following explanatory instructions and definitions of legal terms be given to the jury panel by the Court before voir dire examination: **[specify explanatory instructions and definitions requested. For examples see explanatory instructions and definitions in *Texas Pattern Jury Charges—Family & Probate*.]**

[Name of movant] prays that the Court grant this Motion for Special Instructions to Jury Panel.

[Name]
 Attorney for **[name of movant]**
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
 in **[designation and location of court]**.

SIGNED on _____.

 Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]
 Attorney for **[name of movant]**

Form 19-15

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Special Instructions to Jury Panel

On **[date]** the Court considered the Motion for Special Instructions to Jury Panel of **[name of movant]** and ORDERS:

1. The motion is GRANTED as to paragraph[s] **[number[s]]**.
2. The motion is DENIED as to paragraph[s] **[number[s]]**.

SIGNED on _____.

JUDGE PRESIDING

Form 19-16

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Requested Special Charge

[Name of movant] requests that the Court submit to the jury the [question/instruction/definition] attached to and made a part of this request. This request is made before the Court has given the charge to the jury.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Order

The foregoing special charge was duly and timely requested and is [GIVEN/REFUSED/MODIFIED as follows: **[set out question, instruction, or definition as modified]** and GIVEN and exception allowed], and it is so ORDERED.

SIGNED on _____ at _____ .M.

JUDGE PRESIDING

Form 19-17

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Objections to Jury Charge

[Name], [Petitioner/Respondent], through [his/her] counsel of record and in accordance with rules 272 through 279 of the Texas Rules of Civil Procedure, [include if applicable: dictating to the court reporter in the presence of the Court and opposing counsel] before the charge is read to the jury, presents to the Court the following individual and separate objections to the charge:

Select 1.–12. as applicable.

1. The charge has not been signed by the judge as required by rule 272 of the Texas Rules of Civil Procedure and is therefore not a part of the record of this case.
2. The charge has not been filed with the clerk as required by rule 272 of the Texas Rules of Civil Procedure and is therefore not a part of the record of this case.
3. The charge has not been presented to counsel for inspection as required by rule 272 of the Texas Rules of Civil Procedure and is therefore not a part of the record of this case.
4. A reasonable time has not been given to counsel in which to examine and present exceptions to the charge as required by rule 272 of the Texas Rules of Civil Procedure, and the charge is therefore not a part of the record of this case.

5. Objection is made to Question [number] because there are no pleadings to support the submission of the question, in that [specify].

6. Objection is made to Question [number] because there is no evidence to support the submission of the question, in that [specify].

7. Objection is made to Question [number] as being defective because

Select as applicable.

it duplicates Question [number], which is already included in the Court's charge, in that [specify].

it is a mere shade or phase of Question [number], which is already included in the Court's charge, in that [specify].

it improperly places the burden of proof on [name].

it comments directly on the weight of the evidence, in that [specify].

it advises the jury of the effect of its answer, in that [specify].

it is not apparent from the evidence that one or the other of the conditions or facts inquired about necessarily exists so as to warrant a disjunctive submission, in that [specify].

it is not an issue controlling the disposition of the case, in that [specify].

there is no showing that this is a special proceeding in which the pleadings are specially defined by statutes or procedural rules that would entitle [name of other party] to an affirmative submission of the issue by general denial, in that [specify].

8. The instruction **[specify]** is defective in that **[specify]**, and **[name of objecting party]** has previously requested, tendered, and been refused a substantially correct instruction.

9. The definition of “[**term**]” is defective in that **[specify]**. “[**Term**]” should, in fact, be defined as **[specify]**.

10. **[Name of objecting party]** objects to the Court’s failure to submit a question on **[specify subject, e.g., cruel treatment on the part of John Doe]**. **[Name of objecting party]** has pleaded **[specify ground, e.g., cruel treatment]**, and there is sufficient evidence to support the submission of the question in that **[specify]**. **[Name of objecting party]** has previously requested, tendered, and been refused a substantially correct question on **[specify ground, e.g., cruel treatment]**.

Include 11., if applicable, to avoid deemed finding under [Tex. R. Civ. P. 279](#).

11. **[Name of objecting party]** objects to the Court’s failure to submit a question on **[specify subject]**, which is an element of the ground of recovery for **[name of other party]**.

12. **[Name of objecting party]** objects to the Court’s failure to submit a [definition/instruction] on **[specify subject]**, in that **[specify]**. **[Name of objecting party]** has previously requested, tendered, and been refused a substantially correct [definition/instruction] on **[specify subject]**.

Continue with the following.

[Name]

Attorney for **[name]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Ruling

The Court SUSTAINS the foregoing objection[s] numbered [number[s]].

The Court OVERRULES the foregoing objection[s] numbered [number[s]].

SIGNED on _____.

JUDGE PRESIDING

Form 19-18

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Directed Verdict

This Motion for Directed Verdict is brought by [name of movant], [party designation], who shows in support:

[State grounds for motion, e.g., [name] has introduced no evidence to raise any issue that [name of movant] has committed adultery.]

[Name of movant] requests that the Court direct the jury to return a verdict that [specify].

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Form 19-19

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Directed Verdict

On [date] the Court considered the Motion for Directed Verdict of [name of movant].

Select one of the following.

IT IS ORDERED that the motion is GRANTED. The jury is directed to answer Question [number] “[Yes/No/[state other answer]].”

Or

IT IS ORDERED that the motion is DENIED.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 19-20

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Judgment Non Obstante Veredicto

This Motion for Judgment Non Obstante Veredicto is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. The Court submitted this case to the jury on questions, and the jury returned its findings on those questions. The jury's findings were received by the Court and filed and entered in the minutes of the Court. The questions submitted to the jury and the findings on those questions are incorporated in this motion as if recited verbatim. The Court erred in submitting the case to the jury because no material issue of fact was raised by the evidence and a directed verdict for **[name of movant]** would have been proper on the grounds stated below.

Include the following if legal insufficiency of evidence is a ground.

2. The Court should enter judgment for **[name of movant]** notwithstanding the verdict because **[specify reason, e.g., the evidence proves conclusively as a matter of law that [name of movant] is entitled to judgment as a matter of law/there is no evidence that [specify essential element]]**.

Include the following if immaterial issue is a ground.

3. The Court should enter judgment for **[name of movant]** notwithstanding the verdict because **[specify, e.g., the evidence conclusively proves as a matter of law that [state ulti-**

mate issue] and the answer to Question [**number**] is immaterial to any ground of recovery or defense raised by the pleadings and evidence]. Therefore, a directed verdict for [**name of movant**] would have been proper [**include if appropriate:** and should have been granted].

Continue with the following.

[**Name of movant**] prays that the Court grant the Motion for Judgment Non Obstante Verdicto, that [**specify relief**], and for general relief.

[**Name**]
Attorney for [**name of movant**]
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Form 19-21

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Judgment Non Obstante Verdicto

On [date] the Court considered the Motion for Judgment Non Obstante Verdicto of [name of movant].

Select one of the following.

IT IS ORDERED that the Motion is GRANTED on the grounds that [specify].

Or

IT IS ORDERED that the Motion is DENIED.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 19-22

Include the following notice if a minor is named in the style of the case or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA****Subpoena**
[Hearing or Trial]**Issued in the Name of the State of Texas**

You, **[name of witness]**, are hereby commanded to appear in the **[designation]** Court of **[county]** County, Texas, located at **[address, city, county]**, Texas, on **[date]** at **[time]** to attend and give testimony at a **[hearing/trial]** relating to the case entitled “**[style of case]**” and filed under Cause No. **[number]**, in the **[designation]** Court of **[county]** County, Texas, and remain at that place from day to day until discharged by the Court or **[name of attorney]**.

Include the following if applicable.

You are further commanded to produce, at the time and place specified above, the following documents or tangible things: **[specify]**. **[See form 5-23.]**

Continue with the following.

This subpoena is issued at the instance of **[name of party]**, [Petitioner/Respondent/Intervenor] in the above-referenced case **[include if applicable: , by and through [his/her/its] attorney of record, [name of attorney]]**.

FAILURE OF ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED ON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.

This subpoena is issued on [date] by:

[Name of person issuing subpoena]

[Capacity]

[Address]

[Telephone]

[Fax]

Proof of Service

I, [name of witness], accept service of the attached subpoena and will appear at the time and place directed in the subpoena.

Date: _____.

(Signature of witness)

I, _____, am over the age of eighteen years. I am not a party in the above-entitled and -numbered cause of action. On _____ I served a subpoena, of which this is a true and correct copy, on [name of witness] by personally handing the subpoena to the named individual or in accordance with rule 176.5(a) of the Texas Rules of Civil Procedure. I also tendered to the witness the witness fees required by law at the time the subpoena was delivered.

Date: _____.

(Signature of person serving subpoena)

Form 19-23

The requirement for an affidavit may be satisfied by a statement, declaration, verification, or certificate, in writing, subscribed and certified or declared to be true under penalty of perjury. [50 U.S.C. § 3931\(b\)\(4\)](#); *see also* [Tex. Civ. Prac. & Rem. Code § 132.001](#). See section 8.58 in the practice notes and form 8-27. For instructions on obtaining certificates of service or nonservice, consult <https://scra.dmdc.osd.mil/scra/#/home>.

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Nonmilitary Affidavit/Affidavit Regarding Military Service]

[Name of affiant] appeared in person before me today and stated under oath:

“My name is **[name of affiant]**. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“I am the Petitioner in this case.

Select one of the following.

1. Respondent Not in Military Service

“To my knowledge, based on my personal knowledge of Respondent, a review of records related to this case, and my involvement in this case, **[name of respondent]**, Respondent, is not currently in any military service of the United States of America or the State of Texas.”

Or

2. Respondent in Military Service

“To my knowledge, based on my personal knowledge of Respondent, my review of records related to this case, and my involvement in this case, [name of respondent], Respondent, is currently in the military service of the [United States of America/State of Texas]. Respondent is currently a member of the [specify details of military service (if known or discovered) possibly to include unit assignment, deployed theater of operations (e.g., Iraq, Afghanistan), place of duty assignment (e.g., Fort Bragg, NC), active duty or reserve or national guard, etc.].”

Or

3. Unable to Determine Respondent's Military Service Status

“I have been unable to determine whether [name of respondent], Respondent, is in any military service of the United States of America or the State of Texas.”

Allege specific facts showing due diligence regarding attempts to determine the respondent's military service status.

Continue with the following.

[Name of affiant]
Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Chapter 20
Attorney's Fees

Form 20-1	Petition in Intervention for Attorney's Fees	381
Form 20-2	Prove-Up of Attorney's Fees	386

Form 20-1

Include the following notice if a minor is named in the caption, if the intervenor is an individual, or if the petition contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition in Intervention for Attorney's Fees

This Petition in Intervention for Attorney's Fees is brought by [**name of individual or business**], Intervenor. [**Include if individual:** [The last three numbers of Intervenor's driver's license number are [**numbers**]./Intervenor has not been issued a driver's license.] The last three numbers of Intervenor's Social Security number are [**numbers**].]

1. This Court has jurisdiction to hear this intervention because Intervenor has an interest in the matter in controversy, in that it was necessary for [Petitioner/Respondent] to employ Intervenor as [his/her] attorney in this case. Intervenor is duly licensed to practice law in Texas and represented [Petitioner/Respondent] in this case until discharged.

2. Venue is proper with respect to the claim[s] between Intervenor and the original parties because venue is proper in the original action.

3. Intervenor is engaged in the practice of law. On [**date**], [Petitioner/Respondent] asked Intervenor to provide legal services to further [Petitioner/Respondent]'s goal of [**specify, e.g., obtaining a divorce**]. Intervenor has provided legal services, but [Petitioner/Respondent] has not paid for them.

Include 4. if applicable.

4. *Arbitration.* Intervenor and [Petitioner/Respondent] entered into an agreement to arbitrate future disputes as set forth in the engagement contract attached as Exhibit [**exhibit number/letter**], executed on [**date**]. The engagement contract requires the parties to submit all future disputes to [binding/nonbinding] arbitration. A controversy under the engagement contract has arisen related to payment of legal fees and expenses incurred under the engagement contract, and [Petitioner/Respondent] has refused to submit the dispute to [binding/nonbinding] arbitration. Accordingly, this Court should stay this proceeding and order that it be referred to [binding/nonbinding] arbitration for resolution.

5. *Breach of Employment Contract.* [Alternatively,] Intervenor pleads for damages for breach of contract. On [**date**], Intervenor and [Petitioner/Respondent] executed a written employment contract, in which Intervenor agreed to provide legal services in this case and [Petitioner/Respondent] agreed to pay for any legal services rendered. A copy of the contract is attached as Exhibit [**exhibit number/letter**] and incorporated in this pleading. Intervenor has performed necessary legal services as required by the contract, but [Petitioner/Respondent] has not paid for those legal services as agreed. A list of the legal services performed is attached as Exhibit [**exhibit number/letter**] and incorporated in this pleading. [Petitioner/Respondent]'s failure to pay for the legal services rendered by Intervenor under the contract constitutes a breach of the contract. As a result of that breach, Intervenor sustained damages of \$[**amount**] in unpaid attorney's fees.

If a copy of the client's bill is attached, be sure to redact it to avoid disclosing privileged matters.

6. *Quantum Meruit.* [In the second alternative/Alternatively], Intervenor requests recovery for the reasonable value of the services Intervenor performed. These legal services were rendered directly to [Petitioner/Respondent]: [**list specific services rendered, e.g., original petition was drafted and filed, discovery was conducted, and so forth**]. Rendition of these legal services conferred a benefit on [Petitioner/Respondent], in that legal assistance was pro-

vided toward [Petitioner/Respondent]'s goal of **[specify]**. [Petitioner/Respondent] accepted the benefit of Intervenor's services; specifically, **[describe specific facts showing acceptance of benefits or knowledge of and consent to the benefits]**.

The reasonable value of the legal services provided was \$**[amount]**, a reasonable and customary fee for an attorney of Intervenor's experience practicing in **[county]** County, Texas. Intervenor reasonably expects to be paid for [his/her] services because [he/she] has provided similar services to others in the community and been paid for them. [Petitioner/Respondent] will be unjustly enriched in the amount claimed by Intervenor if allowed to retain the benefit conferred by Intervenor without paying for the value of the legal services. Intervenor's damages became fixed on **[date of termination]**.

7. *Suit on Sworn Account.* In the [third/second] alternative, Intervenor pleads for relief by suing on a sworn account. Intervenor provided legal services to [Petitioner/Respondent] on an open account. [Petitioner/Respondent] accepted the legal services and became bound to pay Intervenor its designated charges, which were reasonable and customary for an attorney of Intervenor's experience practicing in **[county]** County, Texas. The account, sworn to in accordance with rule 185 of the Texas Rules of Civil Procedure, accurately describes the legal services that Intervenor provided to [Petitioner/Respondent] and represents a transaction or series of transactions on which Intervenor has kept a systematic record in the ordinary course of business. A copy of the account is attached as Exhibit **[exhibit number/letter]** and incorporated in this pleading.

The client's bill should be redacted to avoid disclosing privileged matters. This pleading must be supported by affidavit stating that the claim is, within the affiant's knowledge, just and true; that it is due; and that all just and lawful offsets, payments, and credits have been allowed. See [Tex. R. Civ. P. 185](#).

After allowing for all just and lawful offsets, payments, and credits, the principal balance due Intervenor on the account is \$[**amount**]. Intervenor has demanded that [Petitioner/Respondent] pay this amount, but [Petitioner/Respondent] has not done so.

8. *Attorney's Fees.* [Petitioner/Respondent]'s nonpayment has made it necessary for Intervenor to employ [**name of attorney**] to file this intervention. Intervenor presented this claim to [Petitioner/Respondent] on [**date**] by [**method of presentation**]. More than thirty days have passed since the demand was made, but payment of the just amount owed has not been tendered. Intervenor seeks reimbursement for [his/her] reasonable attorney's fees as provided by section 38.001 of the Texas Civil Practice and Remedies Code.

Prayer. Intervenor prays [**include if applicable:** that the Court refer this proceeding to [binding/nonbinding] arbitration and alternatively] for judgment of \$[**amount**] against Petitioner and Respondent, jointly and severally; for reasonable attorney's fees and expenses through final judgment after appeal; for prejudgment and postjudgment interest as allowed by law; and for all other relief the Court deems just and appropriate.

[**Name**]

Attorney for Intervenor

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for Intervenor

Attach employment contract if applicable.

Form 20-2

Prove-Up of Attorney's Fees

My name is [name of attorney]. I am an attorney licensed to practice law in the state of Texas, and I have been licensed to practice law in Texas since [year]. **[Describe board certifications, special recognitions, and other relevant achievements.]**

I have represented clients in family law cases since [year] and have the experience and the ability to handle family law cases similar to this one. **[Mark and offer C.V. into evidence.]**

On [date], [name of client] hired me and my law firm to represent [him/her] in this case. At that time, [name of client] signed an employment contract with my firm that contained the firm's billing rates. [Name of client] agreed to pay me at the hourly rate of [number] dollars (\$[amount]) [./and] a legal assistant at the hourly rate of [number] dollars (\$[amount]) **[include if applicable: , and other attorneys in my law firm with hourly rates ranging from [number] dollars (\$[amount]) to [number] dollars (\$[amount])]. [Mark and offer employment contract into evidence.]**

In addition to me, other attorneys and legal assistants employed by the law firm worked on this case. The names of the other attorneys who worked on this case are [names]. Each attorney who worked on this case is licensed to practice law in the state of Texas. **[Specify licensing date and describe qualifications for each attorney.]**

The name of the legal assistant who worked on this case is [name of legal assistant]. This legal assistant is qualified by experience and training to perform the services provided in this matter. **[Describe qualifications.]** This legal assistant performed work under the supervision of an attorney. The work performed by this legal assistant was the type of work that would traditionally be done by an attorney, such as **[describe work]**.

I am familiar with the fees customarily charged in this locality for legal services in family law cases. The rates charged in this case that are reflected in the employment contract entered into evidence as Exhibit [exhibit number/letter] are usual and customary in [county] County, Texas, for family law cases like this one.

All the work performed by the lawyers and legal assistants during the representation is described in my law firm's billing records, which I have marked for identification purposes as Exhibit [exhibit number/letter].

These billing records marked for identification purposes as Exhibit [exhibit number/letter] were generated by my firm during the representation contemporaneously or reasonably close to the time that the work was performed.

The billing records marked as Exhibit [exhibit number/letter] were prepared and maintained in the regular course of business of [name of law firm]. It is the regular practice of [name of law firm] to have these records prepared and reduced to writing. The billing records marked as Exhibit [exhibit number/letter] were either prepared by an employee or representative of [name of law firm] who has personal knowledge of the information contained in them or, at least, prepared from information transmitted by an employee or representative who had personal knowledge of the events and conditions described in the billing records. The entries contained in the billing records marked as Exhibit [exhibit number/letter] were prepared at or near the time of the events and conditions described in the records or, at least, reasonably soon thereafter.

These billing records provide a detailed description of each task performed during the representation, identify the attorney or legal assistant who performed each task, state the amount of time taken to complete the tasks, and show the amount charged for the tasks that were performed. These billing records also reflect all expenses incurred in connection with the representation.

These billing records have been redacted to remove privileged information but still contain sufficient detail to allow for a meaningful review to determine the reasonableness and necessity of the fees charged. The fees reflected in these billing records are only for claims for which attorney's fees are recoverable, and all attorney's fees that were incurred in connection with any claims for which attorney's fees are not recoverable have been segregated from this fee request.

Include the following if applicable.

These billing records reflect legal fees only in connection with the [**specify type of proceeding, e.g.,** modification]. These billing records do not reflect legal fees incurred in connection with any other proceeding that was pending at the same time [**specify other proceeding, e.g., enforcement**]. All legal fees and expenses incurred in connection with other related proceedings were kept under a separate client-matter number and are reflected in separate invoices.

Continue with the following.

Mark and offer redacted billing records into evidence. Have unredacted billing records available in the event the Court sustains objection to the redacted version.

In this case, [**name of attorney**] spent [**number**] hours on this litigation, which, multiplied at the hourly rate of [**number**] dollars (\$[**amount**]), equals [**number**] dollars (\$[**amount**]) in attorney's fees incurred. [**Repeat for additional attorneys if applicable.**]

Additionally, [**name of legal assistant**] spent [**number**] hours on this litigation, which, multiplied at the hourly rate of [**number**] dollars (\$[**amount**]), equals [**number**] dollars (\$[**amount**]) in legal assistant fees incurred in this matter.

At this time, I would offer into evidence what has been marked for identification purposes as Exhibit **[exhibit number/letter]**, which is a **[Petitioner/Respondent]**'s Summary of Attorney's Fees, Legal Assistant Fees, and Expenses as an aid to the Court.

Pursuant to this summary marked as Exhibit **[exhibit number/letter]**, the total amount of attorney's fees, legal assistant fees, and expenses incurred in this matter is **[number]** dollars (**[\$amount]**). This amount is reasonable and necessary, taking into account the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; the fees customarily charged in the locality for similar legal services; the amount involved and results obtained **[explain as applicable]**; the time limitations imposed by the client or by the circumstances **[explain as applicable]**; the nature and length of the professional relationship with the client; the experience, reputation, and ability of the lawyer or lawyers performing the services **[explain as applicable]**; and the uncertainty of collection before the legal services have been performed. Furthermore, by accepting employment in this case, I was precluded from accepting employment in other matters **[explain as applicable]**.

[If fees are high, describe special issues, circumstances, or problems.]

Your Honor, at this time we request that the Court award **[name of client]** a judgment for attorney's fees in the amount of **[number]** dollars (**[\$amount]**).

Your Honor, we are also seeking a judgment for postjudgment and appellate attorney's fees in the event **[name of opposing party]** unsuccessfully seeks postjudgment or appellate relief.

My client seeks **[number]** dollars (**[\$amount]**) if **[name of opposing party]** files a motion for new trial in this cause. This amount was determined as follows:

- **[Name of attorney]** will have to spend **[number]** hours performing the following services: **[describe services]**. These services and estimated time are reasonable and

necessary. **[Name of attorney]**'s hourly rate is **[number]** dollars (\$**[amount]**), which is reasonable and necessary.

Repeat for all personnel who will provide services at this stage.

My client seeks **[number]** dollars (\$**[amount]**) if **[name of opposing party]** sets a motion for new trial for hearing. This amount was determined as follows:

- **[Name of attorney]** will have to spend **[number]** hours performing the following services: **[describe services]**. These services and estimated time are reasonable and necessary. **[Name of attorney]**'s hourly rate is **[number]** dollars (\$**[amount]**), which is reasonable and necessary.

Repeat for all personnel who will provide services at this stage.

My client seeks **[number]** dollars (\$**[amount]**) if **[name of opposing party]** perfects an appeal to the court of appeals. This amount was determined as follows:

- **[Name of attorney]** will have to spend **[number]** hours performing the following services: **[describe services]**. These services and estimated time are reasonable and necessary. **[Name of attorney]**'s hourly rate is **[number]** dollars (\$**[amount]**), which is reasonable and necessary.

Repeat for all personnel who will provide services at this stage.

My client seeks **[number]** dollars (\$**[amount]**) if my client files an appellate brief with the court of appeals. This amount was determined as follows:

- **[Name of attorney]** will have to spend **[number]** hours performing the following services: **[describe services]**. These services and estimated time are reasonable and necessary. **[Name of attorney]**'s hourly rate is **[number]** dollars (\$**[amount]**), which is reasonable and necessary.

Repeat for all personnel who will provide services at this stage.

My client seeks **[number]** dollars (\$**[amount]**) if there is oral argument in the court of appeals. This amount was determined as follows:

- **[Name of attorney]** will have to spend **[number]** hours performing the following services: **[describe services]**. These services and estimated time are reasonable and necessary. **[Name of attorney]**'s hourly rate is **[number]** dollars (\$**[amount]**), which is reasonable and necessary.

Repeat for all personnel who will provide services at this stage.

My client seeks **[number]** dollars (\$**[amount]**) if **[name of opposing party]** files a petition for review with the Supreme Court of Texas. This amount was determined as follows:

- **[Name of attorney]** will have to spend **[number]** hours performing the following services: **[describe services]**. These services and estimated time are reasonable and necessary. **[Name of attorney]**'s hourly rate is **[number]** dollars (\$**[amount]**), which is reasonable and necessary.

Repeat for all personnel who will provide services at this stage.

My client seeks **[number]** dollars (\$**[amount]**) if the Supreme Court of Texas requests that my client file a response to a petition for review. This amount was determined as follows:

- **[Name of attorney]** will have to spend **[number]** hours performing the following services: **[describe services]**. These services and estimated time are reasonable and necessary. **[Name of attorney]**'s hourly rate is **[number]** dollars (\$**[amount]**), which is reasonable and necessary.

Repeat for all personnel who will provide services at this stage.

My client seeks [number] dollars (\$[amount]) if briefing on the merits is requested by the Supreme Court of Texas. This amount was determined as follows:

- [Name of attorney] will have to spend [number] hours performing the following services: [describe services]. These services and estimated time are reasonable and necessary. [Name of attorney]'s hourly rate is [number] dollars (\$[amount]), which is reasonable and necessary.

Repeat for all personnel who will provide services at this stage.

My client seeks [number] dollars (\$[amount]) if a petition for review is granted by the Supreme Court of Texas and oral argument is granted. This amount was determined as follows:

- [Name of attorney] will have to spend [number] hours performing the following services: [describe services]. These services and estimated time are reasonable and necessary. [Name of attorney]'s hourly rate is [number] dollars (\$[amount]), which is reasonable and necessary.

Repeat for all personnel who will provide services at this stage.

Therefore, Your Honor, we request judgment for attorney's fees on appeal in the total sum of [number] dollars (\$[amount—sum of each stage above]). Further, we request that any judgment for attorney's fees on appeal be subject conditioned on an unsuccessful appeal and subject to remittitur as necessary.

THAT'S ALL I HAVE, YOUR HONOR.

Chapter 23

Divorce—Decrees and Agreements Incident to Divorce

Form 23-1	Final Decree of Divorce	399
Form 23-2	Provisions Dealing with Sale of Residence	566
Form 23-3	Motion to Sign Decree of Divorce	568
Form 23-4	Statement of Evidence	570
Form 23-5	Attorney’s Certificate of Respondent’s Last Known Mailing Address	580
Form 23-6	Agreement Incident to Divorce	583
Form 23-7	Questions for Prove-Up of Agreed Divorce	648
Form 23-8	Motion for Waiver of Prohibition against Remarriage	650
Form 23-9	Order on Motion for Waiver of Prohibition against Remarriage	652
Form 23-10	Affidavit to Prove Up Agreed Final Decree of Divorce	653
Form 23-11	Declaration to Prove Up Agreed Final Decree of Divorce	658

Form 23-1
Final Decree of Divorce
Detailed Contents

1. Date of Hearing.....	399	9. Parenting Plan	406
2. Appearances	399	10. Conservatorship and Support.....	406
2.A. Petitioner	399	10.A. Parent Joint Managing	
2.B. Respondent	399	Conservators	407
2.C. Ad Litem/Amicus.....	400	10.A.1. Appointment.....	407
2.C.1. Ad Litem for		10.A.2. Rights at All	
Child[ren]	400	Times	407
2.C.2. Amicus	401	10.A.3. Duties at All	
2.C.3. Ad Litem for Parties		Times	408
Cited by Publication		10.A.4. Rights and Duties	
or Other Substituted		during Periods	
Service.....	401	of Possession	410
3. Record.....	401	10.A.5. Other Rights and	
3.A. Waived.....	401	Duty of Petitioner.....	411
3.B. Reporter.....	402	10.A.6. Other Rights and	
4. Jurisdiction	402	Duty of	
5. Jury	403	Respondent.....	413
5.A. Waived.....	403	10.A.7. Minimizing	
5.B. Selected	403	Disruption	415
6. Agreement of Parties.....	403	10.B. Parent Sole Managing	
6.A. Approval of Decree	403	Conservator and Possessory	
6.B. Separate Document	403	Conservator	416
6.C. Merger of Settlement		10.B.1. Appointment.....	416
Agreement	404	10.B.2. Rights at All	
6.D. Premarital Agreement;		Times	416
Partition and Exchange		10.B.3. Duties at All	
Agreement	404	Times	417
7. Divorce	404	10.B.4. Rights and Duties	
7.A. No Fault.....	404	during Periods	
7.B. Fault.....	405	of Possession	419
8. Child[ren]	405	10.B.5. Exclusive Rights	
8.A. No Child	405	and Duty of Sole	
8.B. No Child under 18 or		Managing	
Otherwise Entitled to		Conservator	420
Support.....	405	10.C. Geographic Area for Primary	
8.C. Child[ren].....	405	Residence	421
		10.D. Notices to Other Conservator[s].....	422
		10.E. Passport Application.....	424
		10.F. Property of Child[ren]	424
		10.G. Tax Returns for Child[ren].....	425
		10.H. Possession and Access	426

10.H.1.	Standard Possession Order	426	10.I.13.	Military Health-Care and Commissary Privileges	490
10.H.2.	Prospective Order—Child under 3 Years	443	10.I.14.	No Credit for Informal Payments	491
10.H.3.	Duration	444	10.I.15.	Life Insurance	491
10.H.4.	Noninterference with Possession.	444	10.I.16.	Other Items	495
10.H.5.	Electronic Communication	444	10.I.17.	Security for Child Support.	495
10.H.6.	Restricted Periods of Access—Family Violence	445	10.I.18.	Support as Obligation of Estate	495
10.H.7.	Supervised Visitation—Family Violence or Child Abuse or Neglect	447	10.I.19.	Termination of Orders on Remarriage of Parties but Not on Death of Oblige	495
10.H.8.	Termination of Orders on Remarriage	447	10.J.	Optimizing Development of Relationship between Parties and Child[ren]	496
10.H.9.	Adult Disabled Child	448	10.K.	Settlement of Future Disputes	496
10.H.10.	Security for Possession and Access	448	10.L.	Parenting Coordinator/Facilitator	499
10.H.11.	Means of Travel	448	10.M.	Medical Notification	499
10.H.12.	International Travel	448	10.N.	Parent Education and Family Stabilization Course	500
10.I.	Child Support	449	10.O.	Coparenting Website Program	500
10.I.1.	Monthly Payments—One Child	449	10.P.	Information Regarding Parties	502
10.I.2.	Monthly Payments—More Than One Child	450	10.Q.	Required Notices	504
10.I.3.	Disabled Child	452	10.R.	Warnings to Parties	506
10.I.4.	Statement on Guidelines	453	11.	Property	507
10.I.5.	Withholding from Earnings	454	11.A.	Personal Effects Only	507
10.I.6.	Withholding as Credit against Support Obligation	454	11.B.	Division of Property by Court.	507
10.I.7.	Order to Employer	455	11.B.1.	Property to Petitioner	507
10.I.8.	Payment	455	11.B.2.	Property to Respondent	515
10.I.9.	Change of Employment	455	11.C.	Division of Debt	516
10.I.10.	Clerk's Duties.	456	11.C.1.	Debts to Petitioner	516
10.I.11.	Suspension of Withholding from Earnings	456	11.C.2.	Debts to Respondent	518
10.I.12.	Medical and Dental Support	457	11.C.3.	Notice.	519
			11.D.	Owerty of Partition	519

11.E. Judgment and Lien to Equalize Division	520	11.L. Division of Nonawarded Assets and Nonassumed Liabilities	550
11.E.1. Judgment	520	11.M. Confirmation of Separate Property	551
11.E.2. Lien	520	11.M.1. To Petitioner	551
11.F. Lien for Reimbursement	521	11.M.2. To Respondent	551
11.G. Judgment and Lien for Fraud on Community	522	11.N. Future Use and Disposition of Credit Cards	551
11.G.1. Judgment	522	11.N.1. For Petitioner	551
11.G.2. Lien	523	11.N.2. For Respondent	552
11.H. Award of Interest in Future Benefit	523	11.N.3. Injunction for Certain Cards	552
11.I. Court-Ordered Maintenance	525	12. Transfer and Delivery of Property	552
11.I.1. No Order for Income Withholding and No Child Support Obligation	526	12.A. Direction to Execute Instruments	552
11.I.2. No Order for Income Withholding and Obligor Pays Support for Child[ren] of Marriage	526	12.B. Direction to Deliver Property	555
11.I.3. Order for Income Withholding and No Child Support Obligation	527	12.C. Continuation of Health Insurance Coverage (COBRA)	556
11.I.4. Order for Income Withholding and Obligor Pays Support for Child[ren] of Marriage	528	13. Designation/Redesignation of Beneficiary	556
11.J. Attorney's Fees	530	14. Permanent Injunctions as to Persons	557
11.K. Income Taxes	533	15. Change of Name	558
11.K.1. Liability for Federal Income Taxes for Prior Year	533	16. Court Costs	559
11.K.2. Tax Refund	535	16.A. One Party Due— No Judgment	559
11.K.3. Treatment/Allocation of Income for Year of Divorce for Tax Purposes	535	16.B. One Party Due— Judgment	559
11.K.4. Indemnification	546	16.C. Party Incurring	559
11.K.5. Preparation of Returns for Year of Divorce	546	16.D. Half to Each Party	559
11.K.6. Preserving Records	547	17. Obligation under Temporary Orders	560
11.K.7. Payment of Taxes Not Income	548	17.A. Temporary Orders Terminated	560
11.K.8. Tax Exemption for Child[ren]	548	17.B. Obligations of Temporary Orders to Survive Judgment	560
11.K.9. Tax Audit	550	18. [Discharge from] Discovery Retention Requirement	560

19. Decree Acknowledgment	561	22. Relief Not Granted	563
20. Indemnification	561	23. Date of Judgment.	563
21. Clarifying Orders	563	24. Approvals	564

Form 23-1

Include the following notice if a minor is named in the caption or if the decree contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Final Decree of Divorce**1. Date of Hearing**

On **[date]** the Court heard this case.

2. Appearances*Appearances***2.A. Petitioner****1. In Person and by Attorney**

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

Or

2. Agreement

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.

2.B. Respondent

Respondent, **[name of respondent]**,

Select one of the following.

1. *In Person*

appeared in person and announced ready for trial.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

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

6. *Did Not Appear (Agreement)*

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.

7. *Did Not Appear (Default after Appearance)*

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

Repeat for each additional respondent.

2.C. Ad Litem/Amicus

Select one or both of the following if applicable.

2.C.1. *Ad Litem for Child[ren]*

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.]

Or

2.C.2. Amicus

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.]

And/Or

**2.C.3. Ad Litem for Parties Cited
by Publication or Other
Substituted Service**

Tex. R. Civ. P. 244 requires that a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 23-4. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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.

3. Record

Record

3.A. Waived

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

Or

3.B. Reporter

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

4. Jurisdiction

If a nonresident notice was used or a party is a nonresident and jurisdiction is limited to status and so forth, change recitations to fit the fact situation.

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 requirements of section 6.702 of the Texas Family Code have been met].

The Court further 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.

5. Jury*Jury***5.A. Waived**

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

Or

5.B. Selected

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

6. Agreement of Parties*Agreement of Parties*

Select one of the following.

6.A. Approval of Decree

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.

Or

6.B. Separate Document

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.

Continue with the following if applicable.

6.C. Merger of Settlement Agreement

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 [mediated/collaborative law/informal] settlement agreement dated [date] between the parties. To the extent there exist any differences between the [mediated/collaborative law/informal] settlement agreement and this Final Decree of Divorce, this Final Decree of Divorce shall control in all instances.

Include the following if applicable.

6.D. Premarital Agreement; Partition and Exchange Agreement

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

7. Divorce

Divorce

7.A. No Fault

The Court finds that Petitioner and Respondent were married on [date].

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]].

Or

7.B. Fault

The Court finds that Petitioner and Respondent were married on [date].

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].

8. Child[ren]

Child[ren] of the Marriage

8.A. No Child

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

Or

**8.B. No Child under 18 or
Otherwise Entitled to
Support**

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.

Or

8.C. Child[ren]

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:

Repeat above information for each additional child.

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

9. Parenting Plan

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].

10. Conservatorship and Support

Conservatorship and Support

• Court Finding

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].

Use [10.A.](#) if joint managing conservators are appointed. Use [10.B.](#) if sole managing conservator and possessory conservator are appointed. Continue at [10.E.](#)

Select rights and duties as applicable. The rights of conservators can be limited by court order.

10.A. Parent Joint Managing Conservators

If one or more nonparents are appointed, titles should be changed as appropriate and the rights and duties of the non-parent conservators should be modified to conform to [Tex. Fam. Code §§ 153.371 and 153.376.](#)

10.A.1. Appointment

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]].

**10.A.2. Rights at All Times
§ 153.073**

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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parents.

10.A.3. Duties at All Times
§ 153.076

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];
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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person

who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

**10.A.4. *Rights and Duties during
Periods of Possession***
§ 153.074

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].

**10.A.5. Other Rights and Duty of
Petitioner**
§§ 153.134(b), 153.132,
153.071, 151.001(a)(4),
(5), 153.133(c)

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 geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

10.A.6. *Other Rights and Duty of Respondent*
§§ 153.134(b), 153.132,
153.071, 151.001(a)(4),
(5), 153.133(c)

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 geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

10.A.7. *Minimizing Disruption*
§ 153.134(b)(3)

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

Include one of the following paragraphs if applicable, particularly if the right to make educational decisions is not allocated exclusively to one conservator.

Notwithstanding any provision in this decree to the contrary, IT IS ORDERED that [[name of petitioner]/[name of respondent]] shall have the exclusive right to enroll the child[ren] in school. Each conservator, during that conservator’s periods of possession, is ORDERED to ensure the child[ren]’s attendance in the schools in which [[name of petitioner]/[name of respondent]] has enrolled the child.

Or

Notwithstanding any provision in this decree to the contrary, [name of petitioner] and [name of respondent] are each ORDERED to enroll the child[ren] [in the public school[s] for the attendance zone of [[name of petitioner]/[name of respondent]]’s residence/as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school [repeat for each child if more than one]]. Each conservator, during that conservator’s periods of possession, is ORDERED to ensure the child[ren]’s attendance in [this/these] school[s].

Use 10.B. if sole managing conservator and possessory conservator are appointed.

**10.B. Parent Sole Managing
Conservator and
Possessory Conservator**

If one or more nonparents are appointed, titles should be changed as appropriate and the powers of the nonparent conservators should be modified to conform to [Tex. Fam. Code §§ 153.371 and 153.376](#). See form [4-3](#) for drafting guidance.

10.B.1. Appointment

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]]**.

**10.B.2. Rights at All Times
§ 153.073**

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, including school lunches, performances, and field trips;

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's family or by the parent, other than by the community or joint property of the parents.

10.B.3. Duties at All Times
§ 153.076

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];

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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

*10.B.4. Rights and Duties during
Periods of Possession
§ 153.074*

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].

10.B.5. *Exclusive Rights and Duty
of Sole Managing
Conservator*
§§ 153.132,
151.001(a)(4), (5),
105.002

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]
[within **[specify geographic area]**/without regard to geographic location];
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;

10. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. the duty to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by the community or joint property of the parents.

Include 10.C. *only* if the primary residence of the child(ren) is restricted to a specific geographic area (as ordered in 10.A.5. or 10.A.6. for a joint managing conservator or 10.B.5. for the sole managing conservator).

**10.C. Geographic Area for
Primary Residence**
§§ 105.002, 153.133(c)

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 within [**specify geographic area**], and the parties shall not remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren] until this geographic restriction is modified by

further order of the court of continuing jurisdiction or by a written agreement that is signed by the parties and filed with that court.

Caution: The following paragraph should be used only after careful consideration of the potential ramifications. See the practice notes at section [40.11](#).

IT IS FURTHER ORDERED that this geographic restriction on the primary residence of the child[ren] shall be lifted if, at the time [name of sole managing conservator or joint managing conservator with right to designate] wishes to remove the child[ren] from [specify geographic area] for the purpose of changing the primary residence of the child[ren], [name of possessory conservator or joint managing conservator without right to designate] does not reside in [specify geographic area].

Continue with the following.

**10.D. Notices to Other
Conservator[s]**

Except as expressly provided otherwise in this order, IT IS ORDERED that all information or documents that a conservator is required to provide to [the other/another] conservator shall be sent in the following manner:

Include as applicable.

- a. hand delivery 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. delivery to the recipient by first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address;

- c. delivery 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;
- d. delivery to the recipient at the recipient's electronic mail address as follows:

[name of conservator]: [conservator's e-mail address]

[name of conservator]: [conservator's e-mail address]

Repeat as needed for other conservators.

and in the event of any change in a recipient's electronic mail address, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change;

- e. delivery to the recipient at the recipient's mobile telephone number by text message as follows:

[name of conservator]: [conservator's mobile number]

[name of conservator]: [conservator's mobile number]

Repeat as needed for other conservators.

and in the event of any change in a recipient's mobile telephone number, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change; or

- f. providing the document to the recipient by posting the document on the [name of coparenting website] Internet website program, in accordance with the provisions set forth below in this order.

10.E. Passport Application
22 CFR § 51.28

If a party applies for a passport for the child[ren], that party is ORDERED to notify the other [party/parties] of that fact no later than [number] days after the application.

Include the following if applicable.

IT IS ORDERED that if a parent's consent is required for the issuance or renewal 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.

See form [55-2](#) if international parental abduction is an issue.

Include [10.F.](#) and [10.G.](#) as applicable.

10.F. Property of Child[ren]

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]. [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] all documents necessary to effectuate [name]'s sole and exclusive control of the account[s].

If applicable, repeat 10.F., describing other property, for other party.

10.G. Tax Returns for Child[ren]

The designations “party A” and “party B” are used below to distinguish between the two parties within these paragraphs only. The designations may not apply consistently to the same individuals when they appear in other provisions in the decree.

IT IS ORDERED that [**name of party A**] shall have the exclusive right and duty to prepare and file income tax returns for the child[ren]’s estate[s].

IT IS ORDERED that [**name of party B**] shall furnish such information to [**name of party A**] as is requested to prepare federal income tax returns for the child[ren]’s estates within thirty days of receipt of a written request for the information, and in no event shall the information be furnished later than March 1 of that year. As requested information becomes available after that date, [**name of party B**] is ORDERED to provide it to [**name of party A**] within ten days of [**name of party B**]’s receipt of the information.

If appropriate, see form 45-5 or 45-6 for temporary orders regarding rights and duties to be effective for the duration of a party’s military duty.

10.H. Possession and Access

Adapt for Joint Managing Conservators: The following standard possession order, which uses the terminology of the relevant Family Code sections, is written only for situations where one parent is the sole managing conservator and one parent is a possessory conservator. It may be adapted to situations where there are joint managing conservators, with one joint managing conservator getting possession and access under a standard possession order; in that event, substitute the parties' names as appropriate in place of the titles.

Not Designed for Certain Situations: This standard possession order is *not* designed to be used where a nonparent is the sole managing conservator and two parents are possessory conservators. Further, this standard possession order is not designed for situations involving siblings with different managing conservators, for children under age three, or for children with year-round school schedules. For a sample possession order for a situation in which one parent has primary possession of one child and the other parent has primary possession of the other child, see form [56-17](#).

Alternative Possession Times: Times shown in this form for beginning and ending periods of possession include the alternative beginning and ending possession times provided by [Tex. Fam. Code § 153.317](#).

If the possessory conservator resides more than fifty miles from the child's primary residence, an election by the possessory conservator is required for the alternative times. If the possessory conservator resides not more than fifty miles from the child's primary residence, the alternative beginning and ending times must generally be provided unless the conservator *declines* one or more of the alternative times.

Be sure a proper election, if required, has been made if these times are used in the order.

10.H.1. Standard Possession Order
 §§ 153.311–.316, 153.317

Standard Possession Order

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*

(a) Definitions

§ 153.3101

1. In this Standard Possession Order, “school” means the elementary or secondary school in which the child is enrolled or, if the child is not enrolled in an elementary or secondary school, the public school district in which the child primarily resides.

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*

§ 153.311

(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. *When Parents Reside 100 Miles or Less Apart*

(c) When Parents Reside 100 Miles or Less Apart

• *Possessory Conservator*

Except as otherwise expressly provided in this Standard Possession Order, when Possessory Conservator resides 100 miles or less from the pri-

mary residence of the child, Possessory Conservator shall have the right to possession of the child as follows:

1. Weekends—

§§ 153.312(a)(1),
153.317(a)(1)

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

§ 153.312(a)(1)

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—

§§ 153.315(b),
153.317(a)(8)

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by Possessory Conservator begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Friday during the summer months when school is not in session, that weekend period of possession shall begin at [6:00 P.M. on the immediately preceding Thursday/the time the child's school is regularly dismissed on the Thursday immediately preceding the student holiday or teacher in-service day and 6:00 P.M. on the Thursday immediately preceding the federal, state, or local holiday during the summer months].

§§ 153.315(a), 153.317(a)(9)

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by Possessory Conservator ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall end at [6:00 P.M. on that Monday/8:00 A.M. on Tuesday].

§§ 153.312(a)(2),
153.317(a)(2)

3. Thursdays—On Thursday of each week during the regular school term, beginning at [6:00 P.M./the time the child’s school is regularly dismissed] and ending at [8:00 P.M./the time the child’s school resumes on Friday].

§§ 153.312(b)(1),
153.317(a)(3)

4. Spring Vacation in Even-Numbered Years—In even-numbered years, beginning at [6:00 P.M. on the day the child is dismissed from school/the time the child’s school is dismissed] for the school’s spring vacation and ending at 6:00 P.M. on the day before school resumes after that vacation.

§ 153.312(b)(2)(A)

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 possession]. These periods of possession shall begin and end at 6:00 P.M. on each applicable day.

§ 153.312(b)(2)(B)

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.

• *Sole Managing Conservator*

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

§§ 153.312(b)(1),
153.317(a)(3)

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

§ 153.312(b)(3), (c)

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 possession]. Not later than the fifteenth day before the Friday that begins the designated weekend, Possessory Conservator must give Sole Managing Conservator written notice of the location at which Sole Managing Conservator is to pick up and return the child.

§ 153.312(b)(4)

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 possession].

d. *When Parents Reside More Than 100 Miles Apart*

(d) When Parents Reside More Than 100 Miles Apart

- *Possessory Conservator*

Except as otherwise expressly 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:

If at the time of divorce the parties are residing 100 miles or less apart, include the following provisions as paragraph 1.

§§ 153.313(1),
153.312(a)(1),

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, 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.

§ 153.313(1)

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 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. 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 possession below.

If at the time of divorce the parties are residing more than 100 miles apart, select one of the following two paragraphs as paragraph 1.

§§ 153.313(1),
153.312(a)(1),

1. Weekends—On weekends, 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.

Or

§ 153.313(1)

1. Weekend—One weekend per month, of Possessory Conservator'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, 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 possession below.

Continue with the following.

2. Weekend Possession Extended by a Holiday—

§§ 153.315(b),
153.317(a)(8)

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by Possessory Conservator begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled,

or a federal, state, or local holiday that falls on a Friday during the summer months when school is not in session, that weekend period of possession shall begin at [6:00 P.M. on the immediately preceding Thursday/the time the child's school is regularly dismissed on the Thursday immediately preceding the student holiday or teacher in-service day during the regular school term and at 6:00 P.M. on the Thursday immediately preceding the federal, state, or local holiday when school is not in session].

§§ 153.315(a), 153.317(a)(9)

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by Possessory Conservator ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall end at [6:00 P.M. on that Monday/8:00 A.M. on Tuesday].

§ 153.313(2)

3. Spring Vacation 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.

4. Extended Summer Possession by Possessory Conservator—

§ 153.313(3)(A)

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 possession]. These periods of possession shall begin and end at 6:00 P.M. on each applicable day.

§ 153.313(3)(B)

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.

- *Sole Managing Conservator*

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

§ 153.313(4)

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 non-consecutive 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 no weekend so designated interferes with Father's Day possession].

§ 153.313(5)

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 possession]. These periods of possession shall begin and end at 6:00 P.M. on each applicable day.

e. *Holidays Unaffected by
Distance*

(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:

§§ 153.314(1), (2),
153.317(a)(4)

1. Christmas Holidays in Even-Numbered Years—In even-numbered years, Possessory 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/the time the child's school is dismissed] 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.

§§ 153.314(1), (2),
153.317(a)(4)

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

§§ 153.314(3),
153.317(a)(5)

3. Thanksgiving in Odd-Numbered Years—In odd-numbered years, Possessory 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/the time the child's school is dismissed] for the Thanksgiving holiday and ending at 6:00 P.M. on the Sunday following Thanksgiving.

§§ 153.314(3),
153.317(a)(5)

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/the time the child’s school is dismissed] for the Thanksgiving holiday and ending at 6:00 P.M. on the Sunday following Thanksgiving.

§ 153.314(4)

Possession of siblings on a child’s birthday is not part of the standard possession order.

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 sibling[s]] 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.

§§ 153.314(5),
153.317(a)(6)

If the parents are of the same sex, provisions regarding Mother’s Day and Father’s Day must be adjusted. Suggested alternatives are—

1. Assign one party Mother’s Day weekend and the other party Father’s Day weekend and alternate these two weekends each year.
2. Split Father’s Day and Mother’s Day in half, giving each party half the day. If this alternative is chosen, other adjustments will need to be made throughout the standard possession order.

6. Father’s Day—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/8:00 A.M. on the Monday after] 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.

§§ 153.314(6),
153.317(a)(7)

7. Mother's Day—Mother shall have the right to possession of the child each year, beginning at [6:00 P.M./the time the child's school is regularly dismissed] on the Friday preceding Mother's Day and ending at [6:00 P.M. on/ the time the child's school resumes after] 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

(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

(g) General Terms and Conditions

Except as otherwise expressly 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.

Include the following if applicable.

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 physically attending 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.

Select one of the following.

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.

Or

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 sur-

render the child to Sole Managing Conservator at the residence of Possessory Conservator at the end of each period of possession.

If alternate possession times are used for ending any period of possession ([Tex. Fam. Code § 153.317](#)), include the following paragraph.

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 physically attending school, at the residence of Sole Managing Conservator at [time].

Continue with the following.

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, including notice provided by electronic mail or facsimile, shall be deemed to have been timely made if received or, if applicable, postmarked before or at the time that notice is due. Each conservator is ORDERED to notify the other conservator of any change in the conservator's electronic mail address or facsimile number within twenty-four hours after the change.

If alternate possession times are used for ending any period of possession (Tex. Fam. Code § 153.317), include the following paragraph.

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.

This concludes the Standard Possession Order.

If properly requested, state specific reasons for all deviations from the standard possession order. [Tex. Fam. Code § 153.258](#). (See form 26-9 for written request.) Also see [Tex. Fam. Code §§ 153.004, 153.191, and 153.193](#) for specific reasons (including family violence) for restricting or denying visitation.

The standard possession order is designed to apply to a child three years of age or older. [Tex. Fam. Code § 153.251](#). When a child is under three years of age, the court shall enter an order appropriate under the circumstances. [Tex. Fam. Code § 153.254](#). [Tex. Fam. Code § 153.256](#) lists factors for the court to consider.

Because of the complexity of attempting to deal with children under three years of age (e.g., a newborn breast-feeding child as contrasted with a 2-1/2-year-old child), no possession language has been drafted for those situations. The court shall also render a prospective order (presumptively the standard possession order), to take effect on the child's third birthday (in the absence of other factors—see [Tex. Fam. Code §§ 153.004, 153.191, and 153.193](#)). [Tex. Fam. Code § 153.254](#). In that case, the language set forth below should be added to the decree.

**10.H.2. Prospective Order—Child
under 3 Years
§ 153.254**

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 for each party and the general terms and conditions that apply to these periods]**.

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.

For provisions covering certain religious and cultural holidays, see form [56-16](#).

10.H.3. Duration

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.

Include 10.H.4.–10.H.7. as applicable.

10.H.4. Noninterference with Possession

Except as expressly provided herein, 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.

10.H.5. Electronic Communication

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]**.

If there is a finding of family violence in the order, include the following if applicable.

The Court finds that, even though it has [made a finding of family violence/imposed supervised visitation between the child[ren] and [name]/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]**.

Continue with the following.

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.

**10.H.6. *Restricted Periods of
Access—Family Violence***
§ 153.004(d)(1), (d–1)

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:

Select as applicable.

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]**].

And/Or

2. All exchanges of possession of or access to the child[ren] shall occur at **[specify place and address]**.

And/Or

3. **[Name]** shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during each of **[name]**'s periods of possession of or access to the child[ren].

And/Or

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]**.

If respondent's conduct constituting a sexual offense resulting in the victim's pregnancy with the child ([Tex. Fam. Code § 154.002\(d\)\(2\)](#)) is alleged, see ¶ [8.C.2.b.](#) in form [40-6](#).

10.H.7. *Supervised Visitation—
Family Violence or Child
Abuse or Neglect*
§ 153.004(e)

The Court finds that credible evidence has been presented that there is a history or pattern of [child neglect/child abuse/family violence/child neglect and abuse/child neglect and family violence/child abuse and family violence/child abuse, child neglect, and family violence] committed by [Petitioner/Respondent/[**name**], who [resides in [Petitioner/Respondent]'s household/is permitted by [Petitioner/Respondent] to have unsupervised access to the child[ren] during [Petitioner/Respondent]'s periods of possession of or access to the child[ren]]]. IT IS THEREFORE ORDERED that [Petitioner/Respondent]'s access 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 and general terms and conditions**]/on the days and times prescribed by [**name of person or supervising agency or program**]].

Continue with the following.

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding possession and access to be effective for the duration of a party's military duty.

10.H.8. *Termination of Orders on
Remarriage*
§ 154.006(b)

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 nonparent or agency has been appointed conservator of the child[ren] under chapter 153 of the Texas Family Code.

Include [10.H.9.](#)–[10.H.12.](#) as applicable.

10.H.9. Adult Disabled Child

Tex. Fam. Code § 154.309 provides for possession of and access to an adult disabled child as is “appropriate under the circumstances.” Because of the many variables for possession of such persons, no form language has been drafted to cover those situations.

10.H.10. Security for Possession and Access

IT IS FURTHER ORDERED that **[name]** [post a cash or security bond in the amount of **[number]** dollars (\$**[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.

10.H.11. Means of Travel

Means of Travel—[**See form 56-15 for provisions dealing with specific duties of the conservators to provide appropriate transportation to and from the relevant transportation facilities.**]

10.H.12. International Travel

Each conservator is ORDERED to provide [the/each] other conservator with the appropriate written authorization, within ten days after written request is received, as is necessary to allow the child[ren] to travel with the other conservator[s] beyond the territorial limits of the United States. The conservators are ORDERED to exchange passports as is necessary to allow such travel.

[**Include if applicable:** The conservators agree and IT IS ORDERED that this decree shall serve as written authorization for such travel.] [**See form 56-12 for order regarding possession and transfer of child[ren]’s passport[s].**]

10.I. Child Support

With appropriate modification, the following paragraphs may be used to provide for monthly support for one child or for more than one child. If there is more than one child, modify the amount of support in each series of blanks to indicate the reduction in support as a child reaches eighteen, is otherwise emancipated, graduates, or begins active service. See [4.F.2.](#) and [4.F.3.](#) in form [4-3](#) if semimonthly or weekly payments are ordered.

- *All Decrees Providing Child Support*

Select [10.I.1.](#) or [10.I.2.](#) (and/or [10.I.3.](#) if applicable).

10.I.1. Monthly Payments—One Child

IT IS ORDERED that [**name of obligor**] is obligated to pay and shall pay to [**name of obligee**] child support of [**number**] dollars (\$[**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 and [name of obligor]'s obligation to support the child has not already terminated, 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.

Or

10.1.2. Monthly Payments—More Than One Child

IT IS ORDERED that [name of obligor] is obligated to pay and shall pay to [name of obligee] child support of [number] dollars (\$[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 **[number]** dollars (\$**[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 that child and a like sum of **[number]** dollars (\$**[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 for whom **[name of obligor]** remained obligated to pay support under this order. **[Continue as required for additional reductions.]**

If a child is eighteen years of age and has not graduated from high school and **[name of obligor]**'s obligation to support the child has not already terminated, 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.

Include the following if applicable.

10.I.3. *Disabled Child*
§ 154.302

a. *Minor Disabled Child*

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 **[number]** dollars (\$**[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 the first month following the death of the child or further order modifying this child support.

And/Or

b. *Adult Disabled Child*

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 **[number]** dollars (\$**[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 the first month following the death of the child or further order modifying this child support.

If properly requested by a party or if the support ordered varies from the statutory guidelines, include 10.1.4. (See form 26-10 for written request.)

10.1.4. Statement on Guidelines
§ 154.130

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 net resources of **[name of obligor]** per month are \$**[amount]**.

Include item 3. if applicable.

3. The net resources of **[name of obligee]** per month are \$**[amount]**.

Include the following as item 4. if suit was filed before September 1, 2021, or if obligor's net resources are \$1,000 per month or more, regardless of when suit was filed.

4. The percentage applied to the first \$9,200 of **[name of obligor]**'s net resources for child support is **[percent]** percent.

Or

Include the following as item 4. if suit was filed on or after September 1, 2021, *and* obligor's net resources are less than \$1,000 per month.

4. The percentage applied to **[name of obligor]**'s net resources for child support is **[percent]** percent.

Include item 5. if applicable.

5. 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]**.

10.1.5. Withholding from Earnings

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

10.1.6. Withholding as Credit against Support Obligation

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.

10.1.7. Order to Employer

On this date the Court [signed/authorized the issuance of] an Income Withholding for Support. [See form 9-3.]

10.1.8. Payment

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 ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [**name of obligor**]'s name as the name of the noncustodial parent (NCP), and [**name of obligee**]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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.

10.1.9. Change of Employment

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.

10.I.10. Clerk's Duties

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 Income Withholding for Support to be delivered to any employer.

If the order to withhold is to be effective only if a delinquency or other violation of the order occurs, include [10.I.11](#). See [Tex. Fam. Code §§ 154.007, 158.002](#).

10.I.11. Suspension of Withholding from Earnings

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.

10.I.12. Medical and Dental Support
§§ 154.008, 154.181–.192

IT IS ORDERED that [name of obligor] and [name of obligee] shall each provide additional child support for [the/each] child as set out in this order 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 these obligations [include if applicable: with respect to that child], except for any failure by a parent to fully comply with these obligations before that date. [Include if applicable: IT IS FURTHER ORDERED that the [cash medical support payments/additional child support payments for the cost of [health/dental/health and dental] insurance] 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.]

10.I.12.a. Definitions

1. Definitions—

§ 101.015

“Health insurance” means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospital-

ization, 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.

Select one of the following.

§ 154.181(e)

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

Or

“Reasonable cost” of health insurance means the total cost of health insurance coverage for all children for which [name of obligor] is responsible under a medical support order that does not exceed 9 percent of [name of obligor]’s annual resources, as described by section 154.062(b) of the Texas Family Code.

Continue with the following.

§ 101.0094

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

Select one of the following.

§ 154.1815(a)

“Reasonable cost” of dental insurance means the cost of dental insurance coverage for a child that does not exceed 1.5 percent of [name of obligor]’s annual resources, as described by section 154.062(b) of the Texas Family Code.

Or

“Reasonable cost” of dental insurance means the total cost of dental insurance coverage for all children for which [name of obligor] is responsible under a dental support order that does not exceed 1.5 percent of [name of obligor]’s annual resources, as described by section 154.062(b) of the Texas Family Code.

Continue with the following.

§ 154.183(c)

“Health-care expenses” include, without limitation, medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges but do not include expenses for travel to and from the provider or for nonprescription medication.

“Health-care expenses that are not reimbursed by insurance” (“unreimbursed expenses”) include related copayments and deductibles.

“Furnish” means—

Include as applicable.

- 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 eigh-

teen years of age or older and permanently resides with the recipient;

- b. to deliver the document to the recipient by first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address;
- 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;
- d. to deliver the document to the recipient at the recipient's electronic mail address as follows:

[name of obligor]: [obligor's e-mail address]

[name of obligee]: [obligee's e-mail address]

and in the event of any change in either recipient's electronic mail address, that recipient is ORDERED to notify the other recipient of such change in writing within twenty-four hours after the change;

- e. to deliver the document to the recipient at the recipient's mobile telephone number by text message as follows:

[name of obligor]: [obligor's mobile number]

[name of obligee]: [obligee's mobile number]

and in the event of any change in either recipient's mobile telephone number, that recipient is ORDERED to notify the other recipient of such change in writing within twenty-four hours after the change; or

- f. to provide the document to the recipient by posting the document on the [name of coparenting website] website program, in accordance with the provisions set forth below in this order.

*10.1.12.b. Findings on Availability
of Health Insurance
§ 154.182(a), (b)*

2. Findings on Availability of Health Insurance—Having considered the cost, accessibility, and quality of health insurance coverage available to the parties, the Court finds:

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] per month.

And/Or

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] per month.

And/Or

Health insurance is available to [name of obligor] at a reasonable cost of \$[amount] per month from a source other than through [his/her] employment or membership in a union, trade association, or other organization, including

the program under section 154.1826 of the Texas Family Code to provide health insurance in title IV-D cases.

And/Or

Health insurance is available to **[name of obligee]** at a reasonable cost of \$**[amount]** per month from a source other than through [his/her] employment or membership in a union, trade association, or other organization, including the program under section 154.1826 of the Texas Family Code to provide health insurance in title IV-D cases.

Or

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

Include the following if applicable.

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

Continue with the following.

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

10.1.12.c. Provision of Health-Care Coverage

3. Provision of Health-Care Coverage—

Select [10.1.12.c.\(1\)](#) (health insurance to be provided by obligor), [10.1.12.c.\(2\)](#) (health insurance to be provided by obligee), or [10.1.12.c.\(3\)](#) (no private insurance available).

10.I.12.c.(1) *Health Insurance to
Be Provided by
Obligor*

As additional child support, [**name of obligor**] is ORDERED to [main-
tain/obtain, within [**number**] days after entry of this order, and then maintain]
health insurance for [the/each] child as long as child support is payable for that
child. [**Name of obligor**] is ORDERED—

Include the following paragraph a. if insurance is provided through obligor's employment.

- a. to furnish to each conservator of the child[ren] [**include if
applicable:** and the Office of the Attorney General Child Sup-
port Division] the following information no later than the thir-
tieth day after the date the notice of the rendition of this order
is received:
 - i. [**name of obligor**]'s Social Security number;
 - ii. the name and address of [**name of obligor**]'s employer;
 - iii. whether [**name of obligor**]'s employer is self-insured or
has health insurance available;
 - iv. proof that health insurance has been provided for [the/
each] child;
 - v. if [**name of obligor**]'s employer has health insurance
available:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;

- (d) a schedule of benefits;
 - (e) a health insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;
- and

vi. if [**name of obligor**]'s employer is self-insured:

- (a) a copy of the schedule of benefits;
- (b) a membership card;
- (c) claim forms; and
- (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligor's employment*.

a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:

- i. [**name of obligor**]'s Social Security number;
- ii. proof that health insurance has been provided for [the/ each] child; and
- iii. the following information and documents:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;

- (d) a schedule of benefits;
- (e) a health insurance membership card;
- (f) claim forms; and
- (g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the health insurance policy covering [the/a] child and any additional information regarding health insurance coverage of the child[ren] not later than the fifteenth day after [**name of obligor**] receives or is provided with the renewal, change, or additional information;
- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of any termination or lapse of the health insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of health insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligor**] of additional health insurance for the child[ren] not later than the fifteenth day after the date the additional health insurance becomes available; and

- e. after a termination or lapse of health insurance coverage, to enroll the child[ren] in a health insurance plan that is available to **[name of obligor]** at reasonable cost at the next available enrollment period.

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.

Or

*10.I.12.c.(2) Health Insurance to
Be Provided by
Obligee*

As additional child support, **[name of obligee]** is ORDERED to [main-
tain/obtain, within **[number]** days after entry of this order, and then maintain]
health insurance for [the/each] child as long as child support is payable for that
child. **[Name of obligee]** is ORDERED—

Include the following paragraph a. if insurance
is provided *through obligee's employment*.

- a. to furnish to each conservator of the child[ren] [**include if
applicable:** and the Office of the Attorney General Child Sup-
port Division] the following information no later than the thir-
tieth day after the date the notice of the rendition of this order
is received:
 - i. **[name of obligee]**'s Social Security number;
 - ii. the name and address of **[name of obligee]**'s employer;

- iii. whether [**name of obligee**]'s employer is self-insured or has health insurance available;
- iv. proof that health insurance has been provided for [the/each] child;
- v. if [**name of obligee**]'s employer has health insurance available:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim; and
- vi. if [**name of obligee**]'s employer is self-insured:
 - (a) a copy of the schedule of benefits;
 - (b) a membership card;
 - (c) claim forms; and
 - (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligee's employment*.

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thir-

tieth day after the date the notice of the rendition of this order is received:

- i. [name of obligee]'s Social Security number;
- ii. proof that health insurance has been provided for [the/each] child; and
- iii. the following information and documents:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the health insurance policy covering [the/a] child and any additional information regarding health insurance coverage of the child[ren] not later than the fifteenth day after [name of obligee] receives or is provided with the renewal, change, or additional information;
- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support

Division] of any termination or lapse of the health insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;

- d. after a termination or lapse of health insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligee**] of additional health insurance for the child[ren] not later than the fifteenth day after the date the additional health insurance becomes available; and
- e. after a termination or lapse of health insurance coverage, to enroll the child[ren] in a health insurance plan that is available to [**name of obligee**] at reasonable cost at the next available enrollment period.

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(b–1) of the Texas Family Code, [**name of obligor**] is ORDERED to pay [**name of obligee**], as additional child support, the amount of [**number**] dollars (\$[**amount**]) per month for the cost of health insurance, 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

thereafter until the termination of current child support for [the child/all children] under this order.

IT IS FURTHER ORDERED that the Income Withholding Order for Support authorized above in this order shall include the payments for the cost of health insurance ordered herein.

IT IS FURTHER ORDERED that all payments for the cost of health insurance shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [name of obligor]'s name as the name of the noncustodial parent (NCP), and [name of obligee]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

IT IS ORDERED that the provisions of this order for payments for the cost of health insurance shall be an obligation of the estate of [name of obligor] and shall not terminate on [his/her] death.

Or

10.I.12.c.(3) *No Private Health Insurance Available*

[Name of obligee] is ORDERED to [maintain/apply for, within [number] days after entry of this order, and then maintain] coverage under a governmental medical assistance program or health plan for [the/each] child 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—

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. [name of obligee]’s Social Security number;
 - ii. proof that coverage under a governmental medical assistance program or health plan has been provided for [the/each] child;
 - iii. the following documents, to the extent they are applicable for the coverage provided for [the/each] child:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card or Children’s Medicaid card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;and
- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Sup-

port Division] a copy of any renewals or changes to the coverage provided for [the/a] child and any additional information regarding that coverage of the child not later than the fifteenth day after [name of obligee] receives or is provided with the renewal, change, or additional information;

- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of any termination or lapse of the coverage provided for [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of coverage provided for [the/a] child, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [name of obligee] of additional health insurance for the child[ren] or coverage under a governmental medical assistance program or health plan not later than the fifteenth day after the date the additional health insurance or coverage becomes available; and
- e. after a termination or lapse of the coverage provided for [the/a] child, to enroll the child[ren] in a medical assistance program under chapter 32 of the Texas Human Resources Code or a state child health plan under chapter 62 of the Texas Health and Safety Code if the child[ren] [is/are] eligible for enrollment in the program.

Pursuant to section 154.182(b)(3) of the Texas Family Code, [**name of obligor**] is ORDERED to pay [**name of obligee**] cash medical support, as additional child support, of [**number**] dollars (\$[**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 thereafter until the termination of current child support for [the child/all children] under this order.

IT IS FURTHER ORDERED that the Income Withholding Order for Support authorized above in this order shall include the payments for the cash medical support ordered herein.

IT IS FURTHER ORDERED that all payments of cash medical support shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [**name of obligor**]'s name as the name of the noncustodial parent (NCP), and [**name of obligee**]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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 child[ren] 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.

Continue with the following.

*10.I.12.d. Findings on Availability
of Dental Insurance*

§ 154.1825(b), (c)

4. Findings on Availability of Dental Insurance—Having considered the cost, accessibility, and quality of dental insurance coverage available to the parties, the Court finds:

Dental 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]** per month.

And/Or

Dental 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]** per month.

And/Or

Dental insurance is available to **[name of obligor]** at a reasonable cost of \$**[amount]** per month from a source other than through **[his/her]** employment or membership in a union, trade association, or other organization.

And/Or

Dental insurance is available to **[name of obligee]** at a reasonable cost of \$**[amount]** per month from a source other than through **[his/her]** employment or membership in a union, trade association, or other organization.

Or

No parent has access to dental insurance at a reasonable cost.

Continue with the following if the court found that dental insurance is available to a parent at a reasonable cost. Otherwise, skip to [10.I.12.f.](#)

Include the following if applicable.

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

Continue with the following.

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

10.I.12.e. Provision of Dental Coverage

5. Provision of Dental Coverage—

Select [10.I.12.e.\(1\)](#) (dental insurance to be provided by obligor) or [10.I.12.e.\(2\)](#) (dental insurance to be provided by obligee).

10.I.12.e.(1) *Dental Insurance to
Be Provided by
Obligor*

As additional child support, **[name of obligor]** is ORDERED to [main-
tain/obtain, within **[number]** days after entry of this order, and then maintain]
dental insurance for [the/each] child as long as child support is payable for that
child. **[Name of obligor]** is ORDERED—

Include the following paragraph a. if insurance is provided
through obligor's employment.

- a. to furnish to each conservator of the child[ren] **[include if
applicable:** and the Office of the Attorney General Child Sup-
port Division] the following information no later than the thir-
tieth day after the date the notice of the rendition of this order
is received:
 - i. **[name of obligor]**'s Social Security number;
 - ii. the name and address of **[name of obligor]**'s employer;
 - iii. whether **[name of obligor]**'s employer is self-insured or
has dental insurance available;
 - iv. proof that dental insurance has been provided for [the/
each] child;
 - v. if **[name of obligee]**'s employer has dental insurance
available:
 - (a) the name of the dental insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;

- (d) a schedule of benefits;
 - (e) a dental insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;
- and

vi. if **[name of obligor]**'s employer is self-insured:

- (a) a copy of the schedule of benefits;
- (b) a membership card;
- (c) claim forms; and
- (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligor's employment*.

a. to furnish to each conservator of the child[ren] **[include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:

- i. **[name of obligor]**'s Social Security number;
- ii. proof that dental insurance has been provided for [the/each] child; and
- iii. the following information and documents:
 - (a) the name of the dental insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;

- (d) a schedule of benefits;
- (e) a dental insurance membership card;
- (f) claim forms; and
- (g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the dental insurance policy covering [the/a] child and any additional information regarding dental insurance coverage of the child[ren] not later than the fifteenth day after [**name of obligor**] receives or is provided with the renewal, change, or additional information;
- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of any termination or lapse of the dental insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of dental insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligor**] of additional dental insurance for the child[ren] not later than the fifteenth day after the date the additional dental insurance becomes available; and

- e. after a termination or lapse of dental insurance coverage, to enroll the child[ren] in a dental insurance plan that is available to **[name of obligor]** at reasonable cost at the next available enrollment period.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if **[name of obligor]** is eligible for dependent dental 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.

Or

*10.I.12.e.(2) Dental Insurance to
Be Provided by
Obligee*

As additional child support, **[name of obligee]** is ORDERED to [main-
tain/obtain, within **[number]** days after entry of this order, and then maintain]
dental insurance for [the/each] child as long as child support is payable for that
child. **[Name of obligee]** is ORDERED—

Include the following paragraph a. if insurance is provided
through obligee's employment.

- a. to furnish to each conservator of the child[ren] **[include if
applicable: and the Office of the Attorney General Child Sup-
port Division]** the following information no later than the thir-
tieth day after the date the notice of the rendition of this order
is received:
 - i. **[name of obligee]**'s Social Security number;
 - ii. the name and address of **[name of obligee]**'s employer;

- iii. whether [**name of obligee**]'s employer is self-insured or has dental insurance available;
- iv. proof that dental insurance has been provided for [the/each] child;
- v. if [**name of obligee**]'s employer has dental insurance available:
 - (a) the name of the dental insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a dental insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;and
- vi. if [**name of obligee**]'s employer is self-insured:
 - (a) a copy of the schedule of benefits;
 - (b) a membership card;
 - (c) claim forms; and
 - (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligee's employment*.

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thir-

tieth day after the date the notice of the rendition of this order is received:

- i. [name of obligee]'s Social Security number;
- ii. proof that dental insurance has been provided for [the/each] child; and
- iii. the following information and documents:
 - (a) the name of the dental insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a dental insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the dental insurance policy covering [the/a] child and any additional information regarding dental insurance coverage of the child[ren] not later than the fifteenth day after [name of obligee] receives or is provided with the renewal, change, or additional information;
- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support

Division] of any termination or lapse of the dental insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;

- d. after a termination or lapse of dental insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligee**] of additional dental insurance for the child[ren] not later than the fifteenth day after the date the additional dental insurance becomes available; and
- e. after a termination or lapse of dental insurance coverage, to enroll the child[ren] in a dental insurance plan that is available to [**name of obligee**] at reasonable cost at the next available enrollment period.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if [**name of obligee**] is eligible for dependent dental 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 154.1825(d) of the Texas Family Code, [**name of obligor**] is ORDERED to pay [**name of obligee**], as additional child support, the amount of [**number**] dollars (\$[**amount**]) per month for the cost of dental insurance, 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

thereafter until the termination of current child support for [the child/all children] under this order.

IT IS FURTHER ORDERED that the Income Withholding Order for Support authorized above in this order shall include the payments ordered herein for the cost of dental insurance.

IT IS FURTHER ORDERED that all payments for the cost of dental insurance shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [name of obligor]'s name as the name of the noncustodial parent (NCP), and [name of obligee]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

IT IS ORDERED that the provisions of this order for payments for the cost of dental insurance shall be an obligation of the estate of [name of obligor] and shall not terminate on [his/her] death.

Continue with the following in all orders.

*10.I.12.f. Allocation of
Unreimbursed Expenses*

§ 154.183(c)

Select [10.I.12.f.\(1\)](#), [10.I.12.f.\(2\)](#), [10.I.12.f.\(3\)](#), or [10.I.12.f.\(4\)](#) as applicable.

*10.I.12.f.(1) Allocation If Private
Health Insurance and
Dental Insurance
Ordered*

6. Allocation of Unreimbursed Expenses—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 or dental 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 other than dental expenses if, at the time the expenses are incurred, [[name of obligor] is providing health insurance/[name of obligee] is providing health insurance and [name of obligor] is paying additional child support for the cost of health insurance] as ordered.

[Name of obligee] is ORDERED to pay [percent] percent and [name of obligor] is ORDERED to pay [percent] percent of the unreimbursed dental expenses if, at the time the expenses are incurred, [[name of obligor] is providing dental insurance/[name of obligee] is providing dental insurance and [name of obligor] is paying additional child support for the cost of dental insurance] as ordered.

Or

10.I.12.f.(2) *Allocation If Private
Health Insurance but
No Dental Insurance
Ordered*

6. Allocation of Unreimbursed Expenses—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/[**name of obligee**] is providing health insurance and [**name of obligor**] is paying additional child support for the cost of health insurance] as ordered.

Or

10.I.12.f.(3) *Allocation If No
Private Health
Insurance Available
and No Dental
Insurance Ordered*

6. Allocation of Unreimbursed Expenses—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 that exceed the amount of cash medical support paid by [**name of obligor**].

Or

10.I.12.f.(4) *Allocation If No
Private Health
Insurance Available
and Dental Insurance
Ordered*

6. Allocation of Unreimbursed Expenses—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 or dental 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 other than dental expenses that exceed the amount of cash medical support paid by **[name of obligor]**.

[Name of obligee] is ORDERED to pay **[percent]** percent and **[name of obligor]** is ORDERED to pay **[percent]** percent of the unreimbursed dental expenses if, at the time the expenses are incurred, **[[name of obligor]** is providing dental insurance/**[name of obligee]** is providing dental insurance and **[name of obligor]** is paying additional child support for the cost of dental insurance] as ordered.

Continue with the following.

10.I.12.f.(5) *Payment of Allocated Expenses*

The conservator who incurs a health-care expense on behalf of [the/a] child is ORDERED to furnish to the other conservator all forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them. If the incurring conservator furnishes to the nonincurring conservator the forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them, the nonincurring conservator is ORDERED to pay the nonincurring conservator's percentage of the unreimbursed portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring conservator for any advance payment exceeding the incurring conservator's percentage of the unreimbursed portion of the health-care expenses within thirty days after the nonincurring conservator receives the forms, receipts, bills, statements, and/or explanations of benefits. If the incurring conservator fails to furnish to the nonincurring con-

servator the forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them, the nonincurring conservator is ORDERED to pay the nonincurring conservator's percentage of the unreimbursed portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring conservator for any advance payment exceeding the incurring conservator's percentage of the unreimbursed portion of the health-care expenses within 120 days after the nonincurring conservator receives the forms, receipts, bills, statements, and/or explanations of benefits.

10.I.12.g. Secondary Coverage

7. Secondary Coverage—IT IS ORDERED that if a conservator provides secondary health insurance coverage [**include if applicable:** or dental insurance coverage] for the child[ren], the conservators 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 conservator who pays for health-care expenses for the child[ren] is reimbursed for the payment from both carriers to the fullest extent possible.

*10.I.12.h. Compliance with
Insurance Company
Requirements*

8. Compliance with Insurance Company Requirements—Each conservator is ORDERED to conform to all requirements imposed by the terms and conditions of any policy of health [**include if applicable:** or dental] insurance covering the child[ren] in order to assure the 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 conservator is ORDERED to use “preferred providers” or services within the health maintenance organization or preferred provider network, if applicable. Disallowance of the bill by an insurance company shall not excuse the obligation of a conservator to make payment. Excepting emergency health-care expenses incurred on behalf of the child[ren], if a conservator incurs health-care expenses for the child[ren] using “out-of-network” providers or services or fails to follow the insurance company procedures or requirements, that conservator shall pay all such health-care expenses incurred absent (1) written agreement of the conservators allocating such health-care expenses or (2) further order of the Court.

10.1.12.i. Claims

9. Claims—Except as provided in this paragraph, a conservator who is not carrying the health [**include if applicable:** or dental] insurance policy covering the child[ren] is ORDERED to furnish to the conservator carrying the policy, within fifteen days of receiving them, all forms, receipts, bills, and statements reflecting the health-care expenses the conservator 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 conservator who is not carrying the health [**include if applicable:** or dental] insurance policy covering the child[ren], at that conservator’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 conservator not carrying policy**] is designated the managing conservator or possessory conservator of the child[ren].

The conservator who is carrying the health **[include if applicable: or dental]** 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 conservator on behalf of [the/a] child to the insurance carrier within fifteen days of that conservator's receiving any form, receipt, bill, or statement reflecting the expenses.

10.I.12.j. Constructive Trust

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

*10.I.12.k. Warning
§ 154.188*

11. WARNING—A PARENT ORDERED TO PROVIDE HEALTH INSURANCE **[include if applicable: OR DENTAL INSURANCE]** OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE **[include if applicable: OR DENTAL INSURANCE]** WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES **[include if applicable: OR DENTAL EXPENSES]** OF THE CHILD[REN], WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE **[include if applicable: OR DENTAL INSURANCE]** HAD BEEN PROVIDED, AND FOR THE COST OF HEALTH INSURANCE PRE-

MIUMS [**include if applicable:** , DENTAL INSURANCE PREMIUMS,] OR
CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILD[REN].

Include [10.I.12.I.](#) if insurance through a conservator's employment is ordered.

10.I.12.I. Notice to Employer

12. 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 conservator not carrying the health [**include if applicable:** or dental] insurance policy is designated the custodial parent and alternate recipient's representative.

Include [10.I.13.](#)–10.I.17. as applicable.

**10.I.13. Military Health-Care and
Commissary Privileges**

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.

10.I.14. *No Credit for Informal Payments*

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.

10.I.15. *Life Insurance*

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, which may be a decreasing term life insurance policy, insuring the life of [name of obligor], with an initial death benefit not less than the amount of the "Unpaid Child Support," that will establish an insurance-funded [trust/annuity] payable to [name of obligee] for the benefit of the child[ren] that will satisfy the support obligation under the child support order in the event of the obligor's death, pursuant to sections 154.015 and 154.016 of the Texas Family Code.

"Unpaid Child Support" is defined as the sum of the following:

1. an amount equal to the total amount of monthly periodic child support payments under the terms of this decree, as modified by future court orders, that would be due between the date of this decree until the end of the month of [the/each] child's eighteenth birthday [, which the Court finds to be [number] dollars (\$[amount])];

2. an amount equal to the total amount of health insurance and dental insurance premiums payable for the benefit of the child[ren] under the terms of this decree, as modified by future court orders, that would be due between the date of this decree until the end of the month of [the/each] child's eighteenth birthday [, which the Court finds to be [number] dollars (\$[amount])]; and

3. an amount equal to the balance owing on all cumulative judgments awarded against [name of obligor] for retroactive child support, child support arrearages, medical support arrearages, and dental support arrearages, as well as postjudgment interest on each judgment as of the date of this decree [, which the Court finds to be [number] dollars (\$[amount])].

The Court finds that as of the date of this decree the amount of Unpaid Child Support is [number] dollars (\$[amount]).

[Name of obligor] is ORDERED to provide [name of obligee] written proof from the life insurance company confirming the coverage required under this portion of the decree no later than thirty days after the date this decree is signed by the Court [through the parties' attorneys/by mailing to [name of obligee] at [address]/by e-mailing to [name of obligee] at [e-mail address]].

IT IS ORDERED that on [date] of each calendar year [name of obligor] and [name of obligee] shall recalculate the amount of Unpaid Child Support, replacing the date of the decree or, if applicable, the date of the most recent recalculation with the date of the newest recalculation until the balance of the Unpaid Child Support is zero. After each recalculation, [name of obligor] may decrease the amount of the death benefit of the insurance policy to an amount equal to or greater than the most recently recalculated Unpaid Child Support. If after any recalculation the death benefit of the life insurance policy is less than

the recalculated Unpaid Child Support, within thirty days of that recalculation [name of obligor] is ORDERED to increase and maintain the death benefit to an amount equal to or greater than the most recently recalculated Unpaid Child Support.

Within thirty days of any change of the death benefit or of any beneficiary of the life insurance policy or of any written request by [name of obligee] [mailed to [name of obligor]'s last known mailing address/e-mailed to [name of obligor]'s last known e-mail address/sent by text message to [name of obligor]'s last known mobile telephone number/[other method of communication]], [name of obligor] is ORDERED to provide [name of obligee] at [name of obligee]'s last known [mailing/e-mail] address the documentation from the life insurance company showing the policy's current death benefit and the policy's current beneficiary designation(s). With [his/her] signature to this decree, [name of obligor] authorizes [name of obligee] to obtain directly from the insurance company issuing the life insurance policy the current death benefit of the policy and the policy's beneficiary designation(s). Not later than thirty days after receipt of a form required by the insurance company to authorize [name of obligee] to directly obtain this information, [name of obligor] is ORDERED to execute and deliver each such form to [name of obligee] at [name of obligee]'s last known mailing address.

On the date of divorce, [name of obligor] is ORDERED to create an insurance-funded [trust/annuity], the complete terms and documents of which [name of obligor] shall provide to [name of obligee] [through the parties' attorneys/by mailing to [name of obligee] at [address]/by e-mailing to [name of obligee] at [e-mail address]]. Within fifteen days of any written request by [name of obligee] [mailed to [name of obligor]'s last known mailing address/

e-mailed to [name of obligor]'s last known e-mail address/sent by text message to [name of obligor]'s last known mobile telephone number/[other method of communication]], [name of obligor] is ORDERED to provide [name of obligee] at [name of obligee]'s last known [mailing/e-mail] address the complete, current terms and documents of the [trust/annuity].

If [name of obligor]'s death occurs before the termination of [his/her] child support obligation, the proceeds of the life insurance policy shall fund the [trust/annuity] and shall be distributed as ordered by the Court in accordance with the Texas Family Code. If the proceeds of the life insurance policy are insufficient to satisfy [name of obligor]'s child support obligation as determined by the Court, any unpaid child support obligation shall be an obligation of [name of obligor]'s estate. If the proceeds of the life insurance policy exceed [name of obligor]'s child support obligation as determined by the Court, [name of obligor], through the terms of the [trust/annuity], shall determine the disposition of those excess funds after [name of obligee] is paid a sum equal to the child support obligation.

IT IS ORDERED if any person or entity other than the insurance-funded [trust/annuity] described above receives proceeds of the life insurance policy [name of obligor] is ordered to maintain under the terms of this portion of the decree before both the Court orders the distribution of those proceeds and those proceeds are distributed in accordance with that order, that person or entity shall be designated a constructive trustee of those funds for the benefit of [name of obligee] to the extent the court orders those funds to be paid to [name of obligee] to satisfy [name of obligor]'s child support obligation.

10.I.16. Other Items

Several child-related items that are frequently covered by an agreement incident to divorce may be inserted in the final decree of divorce. These provisions commonly cover such subjects as private schools, automobiles, summer camp, and extracurricular activities. See form [23-6](#) for drafting suggestions.

*10.I.17. Security for Child Support
§ 157.109*

IT IS ORDERED that **[name]** shall post a cash or security bond in the amount of **[number]** dollars (\$**[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.

Continue with the following.

*10.I.18. Support as Obligation of
Estate*

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]**. IT IS ORDERED that payments received by **[name of obligee]** for the benefit of the child~~ren~~ due to the death of **[name of obligor]**, 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.

*10.I.19. Termination of Orders on
Remarriage of Parties but
Not on Death of Obligee
§§ 154.006(b), 154.013(a)*

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]].

If appropriate, see form 45-5 or 45-6 for temporary orders regarding support to be effective for the duration of a party's military duty.

**10.J. Optimizing Development of
Relationship between
Parties and Child[ren]**
§ 153.601(4)(D)

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

Include 10.K. if applicable.

**10.K. Settlement of Future
Disputes**

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

Select one of the following.

a. Collaborative Model

Include the following paragraph if the matter was settled using collaborative law.

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.

Or

b. Mediation/Arbitration

Tex. Fam. Code §§ 153.133(b) and 153.134 strongly urge the use of alternative dispute resolution procedures. The following language is intended to cover issues of conservatorship and 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 litigate [the/a] suit for modification.

Include the following if the parties agree to arbitrate future claims or controversies.

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].

Include 10.L.–10.O. as applicable.

**10.L. Parenting Coordinator/
Facilitator**

§§ 153.603(d), 153.605(a),
(b), 153.6051(a), (b)

IT IS ORDERED that [name] is appointed parenting [coordinator/
facilitator]. [Include appropriate provisions from form 16-18 or 16-19, including
findings required under Tex. Fam. Code § 153.605(b) or § 153.6051(b).]

10.M. Medical Notification

Each conservator is ORDERED to inform [the/each] other conservator
within [number] hours of any medical condition of the child[ren] requiring sur-
gical intervention, hospitalization, or both.

Include the following if applicable.

Within [number] days after receipt of a written request from [the other/
another] conservator, the conservator receiving the request is ORDERED to
execute and provide to the requesting conservator—

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 conservator 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 conservator executes an authoriza-

tion for disclosure of protected health information pursuant to the HIPAA and 45 C.F.R. section 164.508.

**10.N. Parent Education and
Family Stabilization Course**

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.

**10.O. Coparenting Website
Program**

IT IS ORDERED that [name] and [name] each shall, within ten days after this Final Decree of Divorce is signed by the Court, obtain at [his or her/his/her] sole expense a subscription to the [name of coparenting website] program on the website at [website address]. IT IS FURTHER ORDERED that [name] and [name] each shall maintain that subscription in full force and effect

for as long as [the/any] child is under the age of eighteen years and not otherwise emancipated.

IT IS ORDERED that [name] and [name] shall each communicate through the [name of coparenting website] program with regard to all communication regarding the child[ren], except in the case of an emergency or other urgent matter.

IT IS ORDERED that [name] and [name] each shall timely post all significant information concerning the health, education, and welfare of the child[ren], including but not limited to the child[ren]'s medical appointments, the child[ren]'s schedule[s] and activities, and requests for reimbursement of uninsured health-care expenses, on the [name of coparenting website] website. However, IT IS ORDERED that neither party shall have any obligation to post on that website any information to which the other party already has access through other means, such as information available on the website[s] of the child[ren]'s school[s].

IT IS FURTHER ORDERED that [name] and [name] shall each timely post on the [name of coparenting website] website a copy of any e-mail received by the party from the child[ren]'s school[s] or any health-care provider of the child[ren], in the event that e-mail was not also forwarded by the school[s] or health-care provider to the other party.

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

By agreement, the parties may communicate in any manner other than using the [name of coparenting website] program, but other methods of com-

munication used by the parties shall be in addition to, and not in lieu of, using the [name of coparenting website] program.

Continue with the following.

**10.P. Information Regarding
Parties**
§ 105.006(a)

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

If the court finds that requiring a party to give certain items of this information to another party is likely to cause the child or a conservator harassment, abuse, serious harm, or injury, or to subject the child or a conservator to family violence, as defined by [Tex. Fam. Code § 71.004](#), the court may make any orders it considers necessary regarding the information. [Tex. Fam. Code § 105.006\(c\)](#). Information regarding the child appears in [8.C.](#) rather than here, because the child is not a party.

Name: [name of petitioner]

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 respondent]

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:

Repeat as needed for other parties.

10.Q. Required Notices

§§ 105.006(e), (e-1), (e-2),
105.007

Include the first four paragraphs of 10.Q. unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See *also* [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraphs in all orders.

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.

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

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

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

10.R. Warnings to Parties

§ 105.006(d)

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.

11. Property*Division of Marital Estate*

Select [11.A.](#) or [11.B.](#)

11.A. Personal Effects Only

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.

Or

11.B. Division of Property by Court

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].

11.B.1. Property to Petitioner

IT IS ORDERED AND DECREED that Petitioner, [**name of petitioner**], is awarded the following as [his/her] sole and separate property, and Respondent, [**name of respondent**], is divested of all right, title, interest, and claim in and to that property:

The following are sample dispositions of some of the more common items of property. Include items as applicable.

a. Real Property

P-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, if applicable, commonly used street address]**.

If a lien is to be placed on the homestead, see [11.D.](#) and [12.](#)

If the parties agree to sell the residence or the court orders the sale of the residence, see form [23-2](#).

b. Household Furnishings

P-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Petitioner or subject to Petitioner's sole control.

Or

Because of the difficulty in describing the items precisely, care should be taken to have the parties obtain possession of these items before the decree is entered.

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

c. Clothing, Etc.

P-3. All clothing, jewelry, and other personal effects in the possession of Petitioner or subject to Petitioner's sole control.

d. Cash and Bank Accounts

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

Or

P-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].

e. *IRAs, SEPs, and Annuities*

P-5. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in Petitioner's name **[include if desired: , including but not limited to: [description]]**.

Or

P-5. The following **[include if applicable: individual retirement accounts/simplified employee pensions/annuities/variable annuity life insurance benefits]: [description of each applicable item]**.

f. *Employee Benefits and Retirement*

All terms of the division should be included in the decree; if they are not included, they are not awarded. The language below presents examples only and must be modified for the actual division and different plan.

The following must be included:

- the full and accurate plan name (note that, for example, unless the participant works for Fidelity, “Fidelity 401(k)” is NOT the plan name);
- the precise method of division;
- the date of division (typically the date of the MSA or the divorce);
- all features (e.g., loans, survivor benefits) awarded; and
- who is responsible for the QDRO preparation and submission and all associated fees.

Special consideration for defined contribution plans: If gains and losses are not included, determine how to handle the shortfall if the amount available at segregation is less than the amount awarded. Will the QDRO award the alternate payee 100 percent of the account balance in this event? How will the deficiency be handled?

Special consideration for defined benefit plans: If the participant is already receiving a monthly benefit, will the participant have to pay the alternate payee the portion of the benefit between the date of divorce and the date the plan starts paying the alternate payee directly? If so, specify how, using enforceable language.

(1) *All to One Spouse*

The following language should be used only if the party was specifically awarded all benefits in all possible plans. If only specific retirement plans were awarded by the court or in the MSA, each plan should be awarded individually, and this language should not be used. See (3) below.

P-6. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing

by reason of Petitioner's past, present, or future employment [**include if desired:** , including but not limited to: **[description]**].

Or

(2) *Portion Awarded to Other Spouse*

The following language should be used only if the party was specifically awarded all benefits in all possible plans, except for a portion that was awarded to the other spouse. If only specific retirement plans were awarded by the court or in the MSA, each plan should be awarded individually, and this language should not be used. See (3) below.

P-6. Except for [the/those] portion[s] of Petitioner's employee and retirement benefits in [**exact name of each applicable plan**] expressly awarded to Respondent in this decree, all sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of Petitioner's past, present, or future employment [**include if desired:** , including but not limited to: **[description]**].

Or

(3) *Portion Awarded to Other Spouse of Specific Retirement Plan(s)*

P-6. 100 percent of Petitioner's retirement benefits in the [**exact name of defined contribution plan or defined benefit plan**], save and except for the portion specifically awarded to Respondent in this decree.

And/Or

(4) *Portion of Other Spouse's
Retirement Awarded—Defined
Contribution Plan*

P-7. A portion of Respondent's retirement benefits in [**exact name of defined contribution plan**], and any successor Plan thereof, that portion being [**exact dollar amount or percentage**] of the total vested account balance as of [[**date**]/the date that this Final Decree of Divorce is signed by the Court], [including/excluding] the value of any outstanding loans, [including/excluding] any interest, dividends, gains, or losses on that amount arising since that date, and the division to be effectuated using a Qualified Domestic Relations Order signed by the Court on or after the date this Final Decree of Divorce is signed. [**Include if applicable: IT IS FURTHER ORDERED** that Petitioner shall be responsible for [**percent**] percent and Respondent shall be responsible for [**percent**] percent of any fees charged by the plan administrator for review of the Qualified Domestic Relations Order.]

(5) *Portion of Other Spouse's
Retirement Awarded—Defined
Benefit Plan*

P-8. A portion of Respondent's retirement benefits in [**exact name of defined benefit plan**], and any successor Plan thereof, that portion being [**describe the fractional interest, percentage, or monthly dollar amount**] of the vested accrued benefit as of [[**date**]/the date that this Final Decree of Divorce is signed by the Court], [**include if applicable and agreed to:** together with any survivor benefits, cost-of-living adjustments (COLAs), early retirement supplements and subsidies, interim benefits, and other ad hoc benefits,] and the division to be effectuated using a Qualified Domestic Relations Order signed by the Court on or after the date this Final Decree of Divorce is signed.

Division of retirement benefits depends on the type of retirement plan. See chapter 25 of this manual.

(6) *Other Employee Benefits—
Portion of Other Spouse's
Benefits Awarded*

More detailed provisions may be needed, depending on the type of benefit involved. It is suggested that this section be modified based on the type of benefit or stock at issue. It is usually preferable to have a separate order that has specific details about how and when the benefits or stock vest and are paid.

P-9. A portion of Respondent's [**describe specific benefits**] benefits arising out of Respondent's past or present employment, that portion being [**describe exact dollar amount, fractional interest, etc.**] of the [**describe specific benefits**], if, as, and when received by Respondent, together with all rights and privileges arising therefrom. [**Include if applicable: IT IS ORDERED that** Respondent is designated a constructive trustee for the benefit of Petitioner to the extent of [**exact dollar amount or percentage or fractional interest**] of those benefits, and Respondent is ORDERED to pay [**exact dollar amount or percentage or fractional interest**] of those benefits to Petitioner by cash, cashier's check, or money order delivered to Petitioner's last known address within [**number**] days after Respondent receives the benefits.] Respondent is FURTHER ORDERED to provide to Petitioner true and correct copies of all documentation relevant to those benefits contemporaneously with the transfer of Respondent's portion of the distributions. Each party shall be responsible for and shall timely pay that party's respective tax liability on each benefit.

g. *Union Benefits*

P-10. All nonretirement benefits arising out of Petitioner's membership in [**name of union**].

h. *Insurance*

P-11. All policies of life insurance (including cash values) insuring Petitioner's life.

Or

P-11. The following policies of insurance insuring Petitioner's life:

[specify insurance company and policy number for each policy].

i. Stocks and Bonds

P-12. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in Petitioner's name, together with all dividends, splits, and other rights and privileges in connection with them.

Or

P-12. 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].

j. Motor Vehicle

P-13. The **[year, make, and model]** motor vehicle, vehicle identification number **[number]**, together with all prepaid insurance, keys, and title documents.

k. Business

Closely held and subchapter S corporations should be awarded by stock. Joint ventures and partnerships should be awarded by the undivided percentage interest owned.

P-14. The sole proprietorship known as **[name]**, including but not limited to its name, goodwill, receivables, claims, and the following furniture, fixtures, machinery, equipment, inventory, accounts, goods, supplies, and personal property used in connection with the operation of the business:

[describe assets used by the sole proprietorship].

P-15. A [percent] percent [membership/partnership/limited partnership] interest in the [limited liability company/partnership/limited partnership] known as [name].

P-16. [Number] shares in the corporation known as [name].

l. Cash

P-17. [Number] dollars (\$[amount]) payable by [name] to [name] on the day of divorce, by cash, cashier's check, or money order.

m. Jointly Owned Property

P-18. 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 24-19.]

n. Interest in Future Benefit

P-19. An undivided [percent] percent interest in [describe benefit distribution, bonus, or payout] [include if applicable: that accrued before [date]/for the year [year]] if, as, and when received, which may be payable to Respondent, together with all dividends, splits, and other rights and privileges in connection with them, including without limitation all accumulated credits for dividends and distributions, or cash equivalents of them, as more particularly defined below.

Continue with the following.

11.B.2. Property to Respondent

IT IS ORDERED AND DECREED that Respondent, [name of respondent], is awarded the following as [her/his] sole and separate property, and

Petitioner, [**name of petitioner**], is divested of all right, title, interest, and claim in and to that property:

Sample dispositions of some of the more common items of property are found in [11.B.1.](#) above. Include the prefix “R-” in each item number.

Continue with the following.

11.C. Division of Debt

11.C.1. Debts to Petitioner

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

The following are sample dispositions of some of the more common debts and obligations. Include items as applicable.

a. Home Mortgage

P-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 Petitioner, which is recorded at Clerk’s File No. [**number**], Official Public Records of [**county**] County, Texas (the “assumed loan”).

Include the following if there is a deadline for petitioner to pay off the loan. See the practice notes at section [24.13](#).

The assumed loan must be paid in full by [**date**]. If the assumed loan is not paid in full by [**date**] through a refinance or sale or in some other way, Petitioner shall face foreclosure.

Refinancing. IT IS ORDERED AND DECREED that by [date] Petitioner shall contact a mortgage institution of Petitioner's choice to refinance the current mortgage solely into Petitioner's name. If the assumed loan is not paid in full by this date, Petitioner will face foreclosure and be responsible for all legal fees and expenses incurred by Respondent in the foreclosure process.

Foreclosure. IT IS FURTHER ORDERED AND DECREED that if Petitioner is not able to refinance the current mortgage that is held by [name of mortgage company or bank], the property at [legal description and, if applicable, the commonly used street address] and all improvements located thereon shall then be foreclosed under the following terms and conditions:

1. Petitioner is required to pay the assumed loan in full on or before [date]. The assumed loan can be paid in full by a sale of the property, by a refinance, or by any other way. The assumed loan matures on [date].

2. Petitioner will face a nonjudicial foreclosure sale of the property as described in the Deed of Trust to Secure Assumption and pursuant to the Texas Property Code.

Include if applicable.

3. Respondent is allowed to purchase the property at the foreclosure auction. If Respondent becomes the owner at the foreclosure auction, Respondent may continue making monthly payments on the assumed loan or sell the property or refinance the property, and Petitioner shall not be entitled to any net sales proceeds received on such resale of the property.

b. Vehicle Lien

P-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, make, and model] motor vehicle awarded to Petitioner.

c. Specified Debts

Be sure to include debts of sole proprietorships, partnerships, joint ventures, and other business entities awarded to a spouse.

P-3. The following debts, charges, liabilities, and obligations:

[describe each item specifically, by providing exact name of creditor, account number, and account balance].

d. Miscellaneous Debts

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

e. Encumbrances

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

Continue with the following.

11.C.2. Debts to Respondent

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

Sample dispositions of some of the more common debts and obligations are found in [11.C.1.](#) above. Include the prefix "R-" in each item number.

11.C.3. Notice

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.

11.D. Owelty of Partition

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 **[number]** dollars (\$**[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.

**11.E. Judgment and Lien to
Equalize Division**

11.E.1. Judgment

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 [number] dollars (\$[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.

Include the following if applicable.

11.E.2. Lien

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 [number] dollars (\$[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:

Describe the property to be subject to the lien. Include the legal description of any real property. For placing a lien on homestead, see 11.D. above. Additional collateral may be included and UCC filings required. See chapter 24 of this manual for additional closing documents.

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 [number] dollars (\$[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 owlty lien deed of trust **[specify applicable security instruments, including UCC forms]** to secure the note.

11.F. Lien for Reimbursement

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 **[basis of reimbursement claim]** and that [name] is entitled to a judgment of [number] dollars (\$[amount]). IT IS THEREFORE ORDERED AND DECREED that [name] is awarded a judgment of [number] dollars (\$[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]**.

Include the following if applicable.

[Name] is ORDERED to sign a note for [number] dollars (\$[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].

Include the following if applicable.

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

Continue with the following.

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.

**11.G. Judgment and Lien for
Fraud on Community**
§ 7.009

11.G.1. Judgment

In satisfaction of [name]'s claim for fraud on the community, IT IS FURTHER ORDERED AND DECREED that [Petitioner/Respondent], [name], is awarded judgment of [number] dollars (\$[amount]) against [Respondent/Petitioner], [name], 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.

Include the following if applicable.

11.G.2. Lien

The Court finds that the judgment for fraud on the community should be secured. To secure payment of the judgment set out above, **[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]**.

Include the following if applicable.

[Name] is ORDERED to sign a note for **[number]** dollars (\$**[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]**.

Include the following if applicable.

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

Include the following if a party is awarded an interest in a future benefit.

The designations "party A" and "party B" are used below to distinguish between the two parties within this provision only. The designations may not apply consistently to the same individuals when they appear in other provisions in the decree.

11.H. Award of Interest in Future Benefit

As stated above, IT IS ORDERED and DECREED that **[name of party A]** is awarded an undivided **[percent]** percent interest in and to any **[description of benefit distribution, bonus, or payout]** **[include if applicable: that accrued**

before **[date]**/for the year **[year]** if, as, and when received, which may be payable to **[name of party B]**, together with all dividends, splits, substitutions, proceeds, accessions, and other rights and privileges in connection with them, including without limitation all accumulated credits for dividends and distributions, or cash equivalents of them. **[Include if applicable:** The portion awarded to **[name of party A]** shall be net of applicable income tax deductions, exemptions, exclusions, and write-offs based on the highest marginal tax rate of **[name of party B]**. **[Name of party B]** is ORDERED to provide **[name of party A]** with all documents necessary to show these calculations within fifteen days of **[name of party B]**'s determination of those calculations.] In conjunction with this award, the Court ORDERS the following:

1. **[Name of party B]** is designated as constructive trustee of the portion of the above **[distribution/payout/benefit]** awarded to **[name of party A]**;
2. **[Name of party B]** shall remit **[name of party A]**'s portion to **[name of party A]** at **[address]** within fifteen business days after **[name of party B]**'s receipt of the **[distribution/bonus/payout]**/the later of **[name of party B]**'s receipt of the **[distribution/bonus/payout]** and **[name of party B]**'s determination of the portion of the **[distribution/bonus/payout]** to which **[name of party A]** is entitled under this decree;
3. **[Name of party B]** shall furnish to **[name of party A]** at **[address]**, within five business days of receipt of the **[distribution/bonus/payout]**, complete copies of all documentation concerning the **[distribution/bonus/payout]** and any deductions from the gross amount received by **[name of party B]** from the **[distribution/bonus/payout]** within five business days of receipt of those documents; and

4. [Name of party B] shall authorize [name of party A] to communicate with each person responsible for the calculation and disbursement of any portion of the [distribution/bonus/payout].

11.I. Court-Ordered Maintenance
§§ 8.001–.267

11.I. applies only to *court-ordered spousal maintenance*.

If the parties have agreed to contractual alimony, such provisions may be part of the final decree of divorce. See *McCray v. McCray*, 584 S.W.2d 279 (Tex. 1979).

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 [number] dollars (\$[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, based on Tex. Fam. Code § 8.054];
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].

Include 11.I.1., 11.I.2.,
11.I.3., or 11.I.4.

11.1.1. *No Order for Income
Withholding and No Child
Support Obligation*

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]**.

Or

11.1.2. *No Order for Income
Withholding and Obligor
Pays Support for
Child[ren] of Marriage*

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 party receiving (obligee)]** for distribution according to law. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of party paying (obligor)]**'s name as the name of the noncustodial parent (NCP), and **[name of party receiving (obligee)]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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.

Or

11.1.3. *Order for Income
Withholding and No Child
Support Obligation*

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 32-11.]** 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.

Or

**11.1.4. Order for Income
Withholding and Obligor
Pays Support for
Child[ren] of Marriage**

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 spousal 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 the state disbursement unit as specified below.

On this date the Court signed [an Order/a Writ] of Income Withholding for Spousal Maintenance. [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 party receiving (obligee)] for distribution according to law. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [name of party paying (obligor)]'s name as the name of the noncustodial parent (NCP), and [name of party receiving (obligee)]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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 FURTHER ORDERED that [name of party paying] shall notify this Court, the Office of the Attorney General, 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.

11.J. Attorney's Fees

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/his/her]** own attorney's fees, expenses, and costs incurred as a result of legal representation in this case.

Or

The Court finds that **[name]** has incurred \$**[amount]** as reasonable attorney's fees, expenses, and costs. IT IS ORDERED that good cause exists to award **[name of attorney]** a judgment in the amount of **[number]** dollars (\$**[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.

Continue with the following.

- *Attorney's Fees on Appeal*

IT IS FURTHER ORDERED AND DECREED that [name] is awarded a judgment of [number] dollars (\$[amount]) against [name] for attorney's fees on appeal for the benefit of [his/her] attorney, [name]. The judgment shall bear interest at [percent] percent per year compounded annually from the date the award is made final by the appropriate appellate court's 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.

Following are some of the levels of attorney's fees that may be included in the appellate process. For a more complete listing that should be considered in proving up appellate attorney's fees, see the practice notes at section [20.23](#).

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

IT IS ORDERED AND DECREED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if briefing on the merits is not requested by the Supreme Court of Texas.

IT IS ORDERED AND DECREED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if a responsive brief to the petition for review is not requested by the Supreme Court of Texas.

IT IS ORDERED AND DECREED that [name] shall be entitled to a further remittitur of [number] dollars (\$[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 **[number]** dollars (\$**[amount]**) if there is no oral argument in the court of appeals.

IT IS ORDERED AND DECREED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if an appellate brief is not filed with the court of appeals.

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

If an attorney ad litem, a guardian ad litem, or an amicus attorney has been appointed with respect to any child in the case or if an attorney ad litem is representing an absent party, include appropriate language for those fees and expenses. See form [40-6](#).

11.K. Income Taxes

Warning: Each of the following items requires special treatment under the Internal Revenue Code and the income tax regulations. Consult with a tax adviser to determine the best way to address them in the decree of divorce. This list is non-exclusive. In a particular case, other unusual tax items may need to be addressed specifically.

- partnerships—income/loss; capital account
- trusts—income
- subchapter S corporations—income/loss
- net operating loss carryforwards
- charitable contribution carryforwards
- capital loss carryforwards
- self-employment tax—January 1 through date of divorce
- passive loss carryforwards
- rental properties—passive loss carryforwards
- depletion carryforwards
- investment tax credit carryforwards
- estimated tax payments—joint or sole name
- self-employed medical insurance payments
- reporting and paying “nanny” taxes for household employees
- child tax credit
- filing IRS information returns/forms
- unfiled tax returns
- innocent spouse/equitable relief
- division/exercise of stock options—vested and unvested

These items will require additional analysis and tax calculations. **Consult a tax adviser.**

If both state and federal taxes are involved, reword the following paragraphs as appropriate.

The designations “party A” and “party B” are used in 11.K. to distinguish between the two parties within these provisions only. The designations may not apply consistently to the same individuals in all portions of 11.K. or when they appear in other provisions in the decree.

**11.K.1. Liability for Federal
Income Taxes for Prior
Years**

Select one of the following.

11.K.1.a. *Sole Liability of One Spouse*

IT IS ORDERED AND DECREED that **[name of party A]** shall be solely responsible for all federal income tax liabilities of the parties allocable to the period from the date of marriage through December 31, **[year preceding year of divorce]**, and shall timely pay any taxes, penalties, and interest due thereon and shall indemnify and hold **[name of party B]** and **[name of party B]**'s property harmless therefrom unless such additional tax, penalty, or interest resulted from **[name of party B]**'s omission of income or claim of erroneous deduction, in which case **[name of party B]** shall pay, and hold **[name of party A]** and **[name of party A]**'s property harmless from, the additional tax, penalty, and interest allocable to the omitted income or erroneous deduction.

Or

11.K.1.b. *Shared Liability of Spouses*

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 allocable to the period from the date of marriage through December 31, **[year preceding year of divorce]**, and each party shall timely pay 50 percent of any taxes, penalties, and interest due thereon and shall indemnify and hold the other party and the other party's property harmless from the portion of such tax, penalty, and interest required to be paid by the indemnifying party unless that additional tax, penalty, or interest resulted from a party's omission of income or claim of erroneous deduction, in which case that party shall pay, and hold the other party and the other party's property harmless from, the additional tax, penalty, and interest allocable to the omitted income or erroneous deduction.

Continue with the following.

11.K.2. Tax Refund

IT IS ORDERED AND DECREED that if a refund of tax or other amounts is made for any year during the parties' marriage through December 31, **[year preceding year of divorce]**, each party shall be entitled to one-half of the refund amount, 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 refund amount, and the party receiving the refund check shall pay to the other party one-half of the refund amount within five days of receipt of the refund check. Each party is ORDERED to endorse the refund check on presentation by the other party.

The refund may be allocated in the same proportion as the predivorce tax liabilities or, if one party is paying all the taxes, that party may be awarded the entire refund.

**11.K.3. Treatment/Allocation of
Income for Year of Divorce
for Tax Purposes**

The term "I.R.C." means the Internal Revenue Code of 1986, as amended.

Select [11.K.3.a.](#), [11.K.3.b.](#), [11.K.3.c.](#), or [11.K.3.d.](#)

**11.K.3.a. Treatment/Allocation—
No Stated Method**

IT IS ORDERED AND DECREED that, for the calendar year **[year of divorce]**, each party shall file a federal income tax return and report thereon the reporting party's share of the income, gains, losses, deductions, and credits, including estimated taxes and withholding taxes, of the parties during the calendar year **[year of divorce]** prior to the date of divorce, and of the reporting

party on and after the date of divorce, in accordance with the I.R.C. and this decree.

Or

Warning: Do not include provisions for preparation and filing of tax returns for year of divorce or provisions for allocation of income, gains, losses, deductions, or credits or tax liabilities for year of divorce between the parties unless that language will be reviewed by a tax adviser after consultation with your client.

11.K.3.b. *Treatment/Allocation—
General Rule—50
Percent Each*

IT IS ORDERED AND DECREED that, for the calendar year [**year of divorce**], each party shall prepare and file a federal income tax return in accordance with the I.R.C. and report on that party's tax return 50 percent of the community income, gains, losses, deductions, and credits of one or both parties during the period January 1 of the calendar year [**year of divorce**] and prior to the date of divorce (the "predivorce period"); all of the reporting party's income, gains, losses, deductions, and credits during the period beginning on [**date of divorce**] through December 31 of the calendar year [**year of divorce**] (the "postdivorce period"); and all of the reporting party's separate income, gains, losses, deductions, and credits during the predivorce period. Each party shall take credit for 50 percent of the prior year tax overpayment carryforward of the parties to the calendar year [**year of divorce**]; 50 percent of all estimated tax payments and withholding taxes made by, in the name of, or for the benefit of either party for the predivorce period; and 100 percent of all estimated tax payments and withholding taxes made by, in the name of, or for the benefit of the reporting party for the postdivorce period.

- *Provisions for Allocation of Tax Liabilities for Year of Divorce as between Parties Filing under the General Rule*

Caution: Provisions for apportioning income, gains, losses, deductions, and credits and tax liability between the parties will not override the Internal Revenue Code and will not prevent the IRS from collecting taxes from a party in accordance with applicable law. Such provisions, if not consistent with applicable law, will give the client protection only to the extent that the provisions are enforceable by contract.

The following paragraphs provide formulas for determining the portion of the tax liability of one party required under the decree to be paid by the other party for the year of divorce, i.e., one party required to report for tax purposes 50 percent of all predivorce period community income and other party required under the decree to pay reporting party's taxes on that predivorce period community income. The allocations in these paragraphs are very complicated examples. Practitioners are strongly advised to consult with tax professionals when using these formulas. The remarriage of a party during the year of divorce, for example, may affect how well these formulas work in ways the parties may not have anticipated.

If 11.K.3.b. is used, select one of the following three paragraphs for allocation of tax liability between the parties. These are *not filing methods*. Then include 11.K.3.b.(4) concerning the independent calculation of the tax allocation under those paragraphs.

11.K.3.b.(1) *Allocation—Actual Effective Rate*

IT IS ORDERED AND DECREED that, for the calendar year [year of divorce], [name of party A] shall be responsible for and shall timely pay [name of party B], and hold [name of party B] and [name of party B]'s property harmless from, the portion of federal income taxes required to be paid by [name of party B] as shown on the federal income tax return of [name of party B] for the calendar year [year of divorce] equal to an amount (not less than zero) determined by the independent calculation of [(X times Y) minus Z], where X (the effective rate of federal income tax) is the quotient of the income tax liability (before tax credits) as shown on [name of party B]'s federal income tax return for the calendar year [year of divorce] divided by the taxable income as shown on [name of party B]'s federal income tax return for the calendar year [year of

divorce]; Y is the hypothetical amount of taxable income that would be required to be shown on **[name of party B]**'s federal income tax return for the calendar year **[year of divorce]** if the only taxable income of **[name of party B]** were the predivorce period income, gains, losses, and deductions allocable to **[name of party B]** under this decree; and Z is an amount equal to the predivorce period tax credits allocable to **[name of party B]** under this decree. The amount required to be paid by **[name of party A]** to **[name of party B]** shall be paid within **[number]** days after the independent calculation is made. Taxable income shall be determined in accordance with the I.R.C. The term "predivorce period" means the period during the calendar year **[year of divorce]** prior to the date of divorce.

Or

11.K.3.b.(2) *Allocation—
Hypothetical Marginal
Rate (Bottom)*

IT IS ORDERED AND DECREED that, for the calendar year **[year of divorce]**, **[name of party A]** shall be responsible for and shall timely pay **[name of party B]**, and hold **[name of party B]** and **[name of party B]**'s property harmless from, the hypothetical amount of federal income taxes that would be required to be paid by **[name of party B]** as shown on a federal income tax return of **[name of party B]** for the calendar year **[year of divorce]** equal to an amount determined by the independent calculation of [(hypothetical federal income tax computed on X) minus Z], where X is the hypothetical amount of taxable income that would be required to be shown on **[name of party B]**'s federal income tax return for the calendar year **[year of divorce]** if the taxable income of **[name of party B]** were only the predivorce period income, gains, losses, and deductions allocable to **[name of party B]** under this decree and Z is

an amount equal to the predivorce period tax credits allocable to [name of party B] under this decree. The amount required to be paid by [name of party A] to [name of party B] shall be paid within [number] days after the independent calculation is made. Taxable income shall be determined in accordance with the I.R.C. The term “predivorce period” means the period during the calendar year [year of divorce] prior to the date of divorce.

Or

11.K.3.b.(3) *Allocation—
Hypothetical Marginal
Rate (Top)*

IT IS ORDERED AND DECREED that, for the calendar year [year of divorce], [name of party A] shall be responsible for and shall timely pay [name of party B], and hold [name of party B] and [name of party B]’s property harmless from, the hypothetical amount of federal income taxes that would be required to be paid by [name of party B] as shown on a federal income tax return of [name of party B] for the calendar year [year of divorce] equal to an amount determined by the independent calculation of [(hypothetical federal income tax computed on X) minus Z], where X is (a) the actual taxable income amount as shown on the federal income tax return of [name of party B] for the calendar year [year of divorce] minus (b) the hypothetical amount of taxable income that would be required to be shown on the federal income tax return of [name of party B] for the calendar year [year of divorce] if the taxable income of [name of party B] were only the income, gains, losses, and deductions allocable to [name of party B] for the postdivorce period and Z is the amount of tax credits shown on the income tax return of [name of party B] for the calendar year [year of divorce] minus the amount of such tax credits allocable to the postdivorce period. The amount required to be paid by [name of party A] to

[**name of party B**] shall be paid within [**number**] days after the independent calculation is made. Taxable income shall be determined in accordance with the I.R.C. The term “postdivorce period” means the period of the calendar year [**year of divorce**] on and after the date of divorce.

If 11.K.3.b.(1), 11.K.3.b.(2), or
11.K.3.b.(3) is used, include
11.K.3.b.(4).

11.K.3.b.(4) *Allocation—
Independent
Calculation*

The parties are ORDERED to employ by [**date**] [**name of accountant**] to prepare the independent calculation described above and shall direct [**name of accountant**] to submit the independent calculation to each party by [**date**].

[**Name of party B**] is ORDERED to provide [**name of accountant**] with [**name of party B**]’s tax return and any other information reasonably required by [**name of accountant**] by [**date**]. After [**name of accountant**] delivers the independent calculation to each party, IT IS ORDERED that each party shall have [**number**] days to review and object to the independent calculation in writing to [**name of accountant**] and the other party, specifying the basis for that party’s objection to the independent calculation.

If neither party timely objects to the independent calculation, or if the parties are able to resolve any objections within fourteen days of the objection, IT IS ORDERED that the fees of [**name of accountant**] for the preparation of the independent calculation shall be paid as follows: [**specify manner of payment by each party**].

If a party objects to the independent calculation and the parties are unable to resolve these objections within fourteen days of the objection, IT IS

ORDERED that the parties shall submit the independent calculation to binding arbitration in accordance with Texas arbitration law. The Court finds that in this event, each party expressly waives any right to trial by a court or trial by a jury regarding the determination of the independent calculation. The parties are ORDERED to appoint an arbitrator, in the manner provided below, who shall be either an attorney board certified in tax law by the Texas Board of Legal Specialization or a certified public accountant licensed in Texas and specializing in tax law. IT IS ORDERED that the arbitrator's decision shall be binding in all respects.

IT IS ORDERED that the party who first objected to the independent calculation shall designate in writing the name of an arbitrator not later than twenty-one days after the date of that party's objection, and that not later than seven days after that designation, the other party shall designate in writing the name of an arbitrator. IT IS ORDERED that if the parties cannot agree on an arbitrator within seven days after the second party's designation, the two designees shall select a qualified arbitrator within [number] days thereafter, who shall be designated the sole arbitrator of the dispute. IT IS ORDERED that each party shall submit to the arbitrator in writing the disputed issues relating to the independent calculation with supporting documents and authorities by the date the arbitrator sets. If the parties cannot agree on the ground rules and procedures to be followed during the arbitration proceedings, IT IS ORDERED that the arbitrator shall have the sole authority to establish the ground rules and procedures to be followed during the arbitration proceeding. If the arbitrator determines that a hearing is necessary, the parties are ORDERED to attend the arbitration hearing on the date and at the time and place set by the arbitrator. Absent agreement to the contrary, either party may furnish a court reporter, but none shall be required. The parties are ORDERED

to pay both the cost of arbitration and **[name of accountant]**'s fees for the preparation of the independent calculation as the arbitrator directs. IT IS ORDERED that the award of the arbitrator shall be binding and conclusive on the parties. The parties agree that the arbitrator may deliver the arbitrator's award by e-mail to the parties or to their designated representatives. Any court of competent jurisdiction may enter a judgment confirming the arbitration award.

Or

**11.K.3.c. Treatment/Allocation—
Partition of Taxable
Income to Pre-Date of
Divorce**

The following provision partitions, for tax purposes, between the parties as of January 1 of the year of divorce the income, gains, losses, deductions, and credits of the parties for the period January 1 of the year of divorce through the date of divorce with the intent that each party pay tax only on that party's income, etc., for tax purposes.

The Texas Family Code requires a court to confirm an agreed partition or exchange of the income and earnings from a spouse's property, wages, salaries, and other forms of compensation received on or after January 1 of the year in which the suit for dissolution of marriage was filed or that were received in another year during which the spouses were married for any part of the year. [Tex. Fam. Code § 7.002\(c\)](#). It is unclear whether the Internal Revenue Service or the courts will recognize the retroactive effect of such a partition to a calendar year before the year of divorce. The wise practitioner will advise the client to consult with a certified public accountant or tax attorney before relying on this statute.

For the purposes of determining income tax liability, the parties agree and hereby partition, as a party's sole and separate property beginning January 1 of the calendar year of **[year of divorce]** and prior to the date of divorce, 100 percent of the income, gains, losses, deductions, and credits attributable to or derived from—

- a. that party's personal earnings;

- b. the property awarded to that party as that party's sole and separate property in this decree;
- c. the property confirmed as that party's sole and separate property in this decree; and
- d. the property in that party's sole name, whether community or separate property, that was owned by that party during the calendar year [**year of divorce**] and prior to the date of the divorce and that was disposed on or after January 1, [**year of divorce**], but before the date of divorce.

Include the following paragraph if applicable.

Notwithstanding the allocations in item d. above, the parties further agree and hereby partition, as that party's sole and separate property during the calendar year [**year of divorce**] prior to the date of divorce ("predivorce period"), [**percent**] percent to [**name of party A**] and [**percent**] percent to [**name of party B**] of the income, gains, losses, deductions, and credits attributable to the following property that was disposed during the predivorce period:
[**describe property held in both parties' names or in one party's sole name during the predivorce period**].

Continue with the following if [11.K.3.c.](#) is used.

The partition described above further assigns to a party estimated tax payments and withholding taxes made by, in the name of, or for the benefit of that party from January 1, [**year of divorce**], through the date of divorce, as if the same were that party's sole and separate property. The parties agree and IT IS ORDERED AND DECREED that, for the purposes of determining each party's income tax liability, the property referenced above in items b. and c. for that party and each such property that was disposed on or after January 1, [**year**

of divorce], and before the date of divorce, to the extent the income, gains, losses, deductions, and credits attributable to the property are partitioned to that party, shall be deemed to have been partitioned to that party and have been that party's separate property as of January 1, **[year of divorce]**, or the date of the property's acquisition, if later.

IT IS ORDERED AND DECREED that for the calendar year **[year of divorce]**, each party shall file a federal income tax return in accordance with the I.R.C. and this decree.

Or

11.K.3.d. *Treatment/Allocation*
 26 USC § 66(a)—
Community Income—
Living Apart

The following alternative method of allocating between the spouses and reporting community income for the year of divorce may be used if the parties satisfy the requirements of Internal Revenue Code section 66(a) and the treasury regulations thereunder. To qualify—

1. the spouses must have been married to each other during any part of the calendar year;
2. the spouses must have lived apart (separate residences) for all of that calendar year and must have not filed a joint return for that calendar year;
3. one or both of the spouses must have earned income for the calendar year that is community income; and
4. there must have been no transfers (directly or indirectly) of earned income between the spouses during that calendar year other than de minimis amounts and transfers for the benefit of children.

Warning: Payments of financial obligations of one party with the other party's earned income may violate item 4. above regardless of whether those payments were made under a court order.

Earned income is defined in I.R.C. § 911(d)(2) as amounts received as compensation for personal services.

The Court finds that the parties have lived apart at all times during the calendar year of **[year of divorce]**, 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 the parties from January 1, [year of divorce], through the date of divorce. IT IS ORDERED AND DECREED that each party shall file a federal income tax return in accordance with I.R.C. sections 66(a) and 879(a) for the entire year ending December 31, [year of divorce].

IT IS ORDERED AND DECREED that each party shall be solely liable for the tax liability shown on [his or her/his/her] return and shall timely pay and hold the other party and the other party's property harmless from any liability of the reporting party for federal income taxes for the calendar year [year of divorce].

There are major differences in the allocation of income between the general rule (see [11.K.3.b.](#)) and I.R.C. § 66(a). The parties should be advised by a qualified tax adviser about the proper allocation of income when filing under this code section.

IT IS ORDERED AND DECREED that each party shall use as a credit against that party's income tax liability for [year of divorce] 100 percent of all estimated tax payments and withholding taxes made by, in the name of, or for the benefit of that party, 50 percent of the prior year tax overpayment carryforward of the parties to the calendar year [year of divorce], and 50 percent of all estimated tax payments made in the names of both parties for the period prior to the date of divorce.

IT IS ORDERED AND DECREED that, if the Internal Revenue Service disallows the reporting of community income in accordance with sections 66(a) and 879(a), allocation of tax liability shall still be made in the same proportions as though the income tax were calculated under section 66(a) and each party shall pay or reimburse the other party for the amount of income tax paid

by the other party in excess of the amount of income tax the other party would have paid if I.R.C. section 66(a) had applied.

Continue with the following.

11.K.4. Indemnification

IT IS ORDERED AND DECREED that for the calendar year **[year of divorce]**, each party shall indemnify and hold the other party and the other party's property harmless from any tax liability associated with the reporting party's federal income 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.

**11.K.5. Preparation of Returns for
Year of Divorce**

a. Exchange of Information

IT IS ORDERED AND DECREED that each party shall furnish such information to the other party as is requested to prepare the requesting party's federal income tax returns for any year preceding or including **[year of divorce]** within thirty days of receipt of a written request for the information, and in no event shall the available information for **[year of divorce]** 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.

b. Third-Party Preparation

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 each return in accordance with this decree. Both parties are ORDERED to provide

the information to the preparer within ten days of any request for the information.

Select one of the following.

[Name of party] is ORDERED to pay all fees and charges for the preparation and filing of each party's federal income tax return for the calendar year [year of divorce], which payment shall be made within ten days of receipt of the bill for those fees and charges.

Or

IT IS ORDERED AND DECREED that each party shall pay all fees and charges for the preparation and filing of that party's federal income tax return for [year of divorce].

Continue with the following as applicable.

11.K.6. Preserving Records

IT IS ORDERED AND DECREED that each party shall preserve for a period of seven years from the date of divorce all presently existing financial and tax-related documents, information, and records relating to the community and separate estates of the parties and the preparation of the party's federal and, if applicable, state tax returns for [year of divorce]. Each party is ORDERED to allow the other party access to these documents, information, and records as reasonably necessary for the determination of that party's tax liability or to respond to an examination or audit by the Internal Revenue Service or other governmental agency within a reasonable time after receipt of written notice from the party requesting access to the documents, information, and records. Access shall include the right to copy the documents, information, and records.

11.K.7. *Payment of Taxes Not Income*

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.

11.K.8. *Tax Exemption for Child[ren]*

I.R.C. § 152(e) provides that the custodial parent will be entitled to dependency exemptions under I.R.C. § 151 for dependent children unless the custodial parent executes IRS Form 8332 (form [24-30](#) in this manual). Form 8332 may be used to release the exemption for a single year, for a number of specified years, or for all future years. See the practice notes at section [23.46](#).

Use [11.K.8.a](#) if the parties agree that one party will have the exclusive right to claim a child as a dependent for income tax purposes.

11.K.8.a. *Exemption to One Party*

IT IS ORDERED AND DECREED that [**name of party A**] shall have the sole right to claim [**name[s] of child[ren]**] as [a dependent/dependents] for income tax purposes on [**name of party A**]'s income tax returns for all years beginning with the calendar year [**year**]. IT IS FURTHER ORDERED AND DECREED that not later than [**number**] days after the date of divorce [**name of party B**] shall execute and deliver to [**name of party A**] at the law offices of [**name of attorney**] at [**location**] an IRS Form 8332 permitting [**name of party A**] this right. [**Name of party B**] is ORDERED not to try to claim [the child/these children] as [a dependent/dependents] for income tax purposes beginning with the calendar year [**year**] unless [**name of party A**] has executed and delivered to [**name of party B**] an IRS Form 8332 permitting [**name of party B**] that right.

Or

Use [11.K.8.b.](#) if the parties agree that they will split having the exclusive right to claim a child as a dependent for income tax purposes on an even- and odd-numbered-year basis.

11.K.8.b. Exemption Split between Parties

IT IS ORDERED AND DECREED that **[name of party A]** shall have the sole right to claim **[name[s] of child[ren]]** as [a dependent/dependents] for income tax purposes on **[name of party A]**'s income tax returns for even-numbered years beginning with the calendar year **[year]**. IT IS FURTHER ORDERED AND DECREED that not later than **[number]** days after the date of divorce **[name of party B]** shall execute and deliver to **[name of party A]** at the law offices of **[name of attorney]** at **[location]** an IRS Form 8332 permitting **[name of party A]** this right. **[Name of party B]** is ORDERED not to try to claim [the child/these children] as [a dependent/dependents] for income tax purposes for even-numbered years beginning with the calendar year **[year]** unless **[name of party A]** has executed and delivered to **[name of party B]** an IRS Form 8332 permitting **[name of party B]** that right.

IT IS ORDERED AND DECREED that **[name of party B]** shall have the sole right to claim **[name[s] of child[ren]]** as [a dependent/dependents] for income tax purposes on **[name of party B]**'s income tax returns for odd-numbered years beginning with the calendar year **[year]**. IT IS FURTHER ORDERED AND DECREED that not later than **[number]** days after the date of divorce **[name of party A]** shall execute and deliver to **[name of party B]** at the law offices of **[name of attorney]** at **[location]** an IRS Form 8332 permitting **[name of party B]** this right. **[Name of party A]** is ORDERED not to try to claim [the child/these children] as [a dependent/dependents] for income tax purposes

for odd-numbered years beginning with the calendar year [year] unless [name of party B] has executed and delivered to [name of party A] an IRS Form 8332 permitting [name of party A] that right.

11.K.9. Tax Audit

IT IS ORDERED AND DECREED that the parties shall cooperate with each other and exchange all relevant information, notices, and documents in the event of an audit or examination (or notice thereof) of their income tax returns for any period during their marriage through the date of divorce by the Internal Revenue Service or other governmental agency, and each party shall have the right to participate, at that participant party's cost and expense, in that audit or examination individually or by that party's designated representative.

**11.L. Division of Nonawarded
Assets and Nonassumed
Liabilities**

Select one of the following.

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.

Or

IT IS ORDERED AND DECREED that any undisclosed asset of the parties [**include if applicable:** with a [gross/net] fair market value on the date of divorce of [number] dollars (\$[amount]) or more] is awarded to the party not in possession or control of the asset.

Continue with the following.

IT IS FURTHER ORDERED AND DECREED, as a part of the division of the estate of the parties, that any 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 the other party's property harmless from any failure to so discharge the liability.

11.M. Confirmation of Separate Property

11.M.1. To Petitioner

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

11.M.2. To Respondent

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

11.N. Future Use and Disposition of Credit Cards

11.N.1. For Petitioner

IT IS ORDERED AND DECREED that Petitioner is granted exclusive use of the following credit card[s] and Respondent 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]**.

Respondent is ORDERED to return the following card[s] to Petitioner 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]**.

11.N.2. For Respondent

IT IS ORDERED AND DECREED that Respondent is granted exclusive use of the following credit card[s] and Petitioner 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]**.

Petitioner is ORDERED to return the following card[s] to Respondent 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]**.

11.N.3. Injunction for Certain Cards

Petitioner and Respondent 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]**.

12. Transfer and Delivery of Property*Transfer and Delivery of Property***12.A. Direction to Execute Instruments**

[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:

The following are examples.

1. Special Warranty Deed [**include if applicable:** in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]; [See form [24-3.](#)]
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 [24-4.](#)]
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 [24-6.](#)]
4. Deed of Trust [**include if applicable:** in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]; [See form [24-5.](#)]
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 [24-7](#) and/or form [24-37.](#)]
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]]; [See form [24-10.](#)]
7. Deed without Warranty [**include if applicable:** in the form attached to this Final Decree of Divorce as Exhibit [exhibit number/letter]]; [See form [24-8.](#)]
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 [24-14.](#)]

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 24-15.**]

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 24-1.**]

13. Stock transfer certificate [**include if applicable:** in the form attached to this Final Decree of Divorce as Exhibit [**exhibit number/letter**]]; [**See form 24-17.**]

14. 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 24-19.**]

15. 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 24-20.**]

16. Assignment of interest [**include if applicable:** in the form attached to this Final Decree of Divorce as Exhibit [**exhibit number/letter**]]. [**See form 24-16.**]

Caution: Include the following sentence only if no documents to transfer title to real property awarded to a party are to be executed as provided above, or if obtaining the cooperation of the other party in signing documents is uncertain or made difficult (e.g., the other party defaulted after citation by publication and cannot be located).

If the following sentence is included, the decree should contain a clear legal description of any real property awarded to a party and the decree must be recorded in the real property records of the county in which the real property is located.

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.

**12.B. Direction to Deliver
Property**

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

The following are examples.

1. [Year, make, and model] 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].

List specifically such items as certificates of deposit, stocks, bonds, business records, insurance policies, tax basis records, furniture, jewelry, art, and so forth.

Repeat 12.A. and/or 12.B. as needed for the other party.

And/Or

12.C. Continuation of Health Insurance Coverage (COBRA)

*TIC §§ 1251.301–.302; 26
USC § 4980B; 29 USC § 1161
et seq.; 42 USC § 300bb–1 et
seq.*

[Name of employee spouse] is ORDERED to give written notice of the Court's signing of this Final Decree of Divorce to [his/her] employer within five business days after the date of the Court's signing. 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 documentation explaining the benefits under the coverage within five business days after the Court's signing of this decree, unless previously provided.

13. Designation/Redesignation of Beneficiary
§§ 9.301, 9.302

[Designation/Redesignation] of Beneficiary

[Name of insured/employee spouse] hereby [designates/redesignates] [name of designated spouse] as beneficiary of the following [life insurance [policy/policies]/individual retirement [account/accounts]/employee stock option [plan/plans]/stock [option/options]/[other form of savings, bonus, profit-sharing, or other employer plans]]: [list individually all policies, accounts, plans, and options for which spouse is being designated or redesignated as beneficiary].

Despite the following provision, some plans will require the designation be made on their form and according to their procedures.

This decree shall serve as a valid designation of beneficiary under the provisions of the Texas Family Code to acknowledge **[name of designated spouse]** as beneficiary of the above **[include as applicable: [policy/policies]/[account/accounts]/[plan/plans]/[option/options]]** after divorce.

14. Permanent Injunctions as to Persons

Injunctive Relief

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:

Select as required by petition.

1. *Threatening Other Party*

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

2. *Communicating*

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].

3. *Entering Residence or Place of Employment*

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.

4. *Interfering with Possession of Child[ren]*

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.

5. *Coming to Day Care or School*

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.

• *Service of Writ
TRCP 689*

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.

15. *Change of Name*
§§ 6.706, 45.105

Change of Name

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

16. Court Costs

TCPRC § 31.007

Court Costs

Select [16.A.](#), [16.B.](#), [16.C.](#), or [16.D.](#)

16.A. One Party Due—No Judgment

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

16.B. One Party Due—Judgment

IT IS ORDERED AND DECREED that [Petitioner/Respondent], **[name]**, is awarded a judgment of **[number]** dollars (\$**[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.

16.C. Party Incurring

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

16.D. Half to Each Party

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

17. Obligation under Temporary Orders*Resolution of Temporary Orders***17.A. Temporary Orders Terminated**

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]**.

Or

17.B. Obligations of Temporary Orders to Survive Judgment

IT IS ORDERED AND DECREED that all obligations and duties for temporary support incurred during the pendency of the divorce **[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.

18. [Discharge from] Discovery Retention Requirement
TRCP 191.4(d)*[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.

Or

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.

Do not use 19. if the parties did not agree to the terms of the decree.

19. Decree Acknowledgment

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.

Do not use 20. if the parties did not agree to the terms of the decree.

20. Indemnification

Indemnification

Each party represents and warrants that [he or she/he/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 that other party's 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/him/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.

21. Clarifying Orders

§§ 9.001–.105

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.

22. Relief Not Granted*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.

23. Date of Judgment*Date of Judgment*

Select one of the following.

SIGNED on _____.

Or

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 _____.

Continue with the following.

JUDGE PRESIDING

24. Approvals

Include the following in all decrees unless there is a motion to sign decree.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if applicable.

[Name]

[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]

State Bar No.: **[if applicable]**

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the judgment and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

1. Complete information on suit affecting the family relationship (form [56-18](#)).
 2. If a default judgment is taken, file a certificate of last known address (form [23-5](#)). If a party cited by publication failed to answer or appear, prepare and file a statement of evidence (form [23-4](#)).
 3. If there are children of the marriage, complete parent-child relationship information sheet (form [56-19](#)), income withholding for support (form [9-3](#)), and medical support notice (form [9-1](#)).
- If the statement regarding health and dental insurance information required under [Tex. Fam. Code §§ 154.181\(b\) and 154.1815\(c\)](#) (form [56-2](#)) has not been filed, it should be filed before this order is presented.
4. If the decree provides for division of retirement benefits, prepare applicable forms. See chapter [25](#) of this manual.
 5. If other property transfer documents are referred to in the decree (part [12.](#)), prepare those documents, as applicable.
 6. If continuation of health insurance coverage for the nonemployee spouse is desired, send the fifteen-day notice (form [24-28](#)). The nonemployee spouse *must* notify the group policy holder or plan administrator of his or her election for continued coverage.
 7. If writ authorizing entry to residence to retrieve property under Tex. Prop. Code ch. 24A is sought, see form [64-1](#).

Form 23-2

Provisions Dealing with Sale of Residence

IT IS FURTHER ORDERED AND DECREED that the property and all improvements located thereon at lot [number], block [number], [subdivision] subdivision, section [section], according to the map, plat, or deed records of [county] County, Texas, and more commonly known as [street address, city], [county] County, Texas, shall be sold under the following terms and conditions:

Select one or more of the following as applicable.

1. Property to Be Sold by Parties

1. The parties shall attempt to sell the property without its being listed with a duly licensed real estate broker.

2. Property to Be Listed with Broker

2. The parties shall list the property with a duly licensed real estate broker having sales experience in the area where the property is located, provided further that the real estate broker shall be an active member in the Multiple Listing Service with the [city] Board of Realtors.

3. Sales Price

3. The property shall be sold for a price that is mutually agreeable to Petitioner and Respondent. If Petitioner and Respondent are unable to agree on a sales price, on the application of either party, the property shall be [sold under terms and conditions determined by a court-appointed receiver/listed for an amount not less than the value of the property as appraised by [name and address of appraiser] and sold to the first bona fide purchaser paying at least

that appraised value. Petitioner shall pay **[number]** percent and Respondent shall pay **[number]** percent of the cost of the appraisal when due].

**4. *Mortgage Payments and Use
of Residence Pending Sale***

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

**5. *Distribution of Net Sales
Proceeds***

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

Form 23-3

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Sign Decree of Divorce

This Motion to Sign Decree of Divorce is brought by [name], [Petitioner/Respondent], moving the Court to sign the Final Decree of Divorce in the form attached to this motion.

[Name]

Attorney for [name]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name**]

Form 23-4

If a party cited by publication does not answer or appear, a statement of the evidence, approved and signed by the judge, must be filed with the papers of the cause as a part of the record. [Tex. R. Civ. P. 244](#). This form can be adapted for use by attorneys ad litem appointed under [Tex. R. Civ. P. 109a](#).

Include the following notice if a minor is named in the caption or if the statement of evidence contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Statement of Evidence

[Citation by Publication]

On **[date]** the Court heard this case.

Appearances

Petitioner, **[name]**, appeared in person and through attorney of record, **[name]**. **[Name of party cited by publication]**, Respondent, was cited by publication. The undersigned attorney ad litem, a licensed attorney, was appointed by the Court to represent the interest of that Respondent and entered a general denial. The parties announced ready for trial. All witnesses were sworn, and the case proceeded. The following evidence was introduced:

Select one of the following.

Respondent's Residence Unknown

The residence of Respondent is unknown to Petitioner. Petitioner has exercised due diligence to locate the whereabouts of Respondent and has been unable to do so. **[State facts supporting allegation of due diligence or attach supporting document stating those facts.]**

Or

Respondent a Transient Person

Respondent is a transient person. Petitioner has exercised due diligence to locate the whereabouts of Respondent and has been unable to do so. [**State facts supporting allegation of due diligence or attach supporting document stating those facts.**]

Or

Respondent Absent from Texas

Respondent is absent from Texas. Petitioner has attempted to obtain personal service of nonresident notice on Respondent as provided for in rule 108 of the Texas Rules of Civil Procedure but has been unable to do so, as reflected by the officer's return on file with the Court.

Or

Respondent a Nonresident of Texas

Respondent is a nonresident of Texas. Petitioner has attempted to obtain personal service of nonresident notice on Respondent as provided for in rule 108 of the Texas Rules of Civil Procedure but has been unable to do so, as reflected by the officer's return on file with the Court.

Continue with the following.

Domicile and Residence Requirements

Petitioner has been a domiciliary of Texas for the six months preceding the filing of the petition for divorce and a resident of this county for the ninety days preceding the filing of the petition for divorce.

Long-Arm Jurisdiction

Respondent is a nonresident of Texas. The Court may exercise personal jurisdiction over Respondent because of the following:

Select one or both of the following.

1. Texas is the last marital residence of Petitioner and Respondent, and this suit was filed before the second anniversary of the date on which marital residence ended.

And/Or

2. **[State facts of the particular case showing a basis consistent with the constitutions of Texas and the United States for the exercise of personal jurisdiction in the divorce case.]**

Continue with the following if there are children in the divorce.

The Court may exercise jurisdiction over Respondent in the suit affecting the parent-child relationship because of the following:

Select one or more of the following.

1. The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of Respondent. **[State supporting facts.]**

And/Or

2. Respondent has resided in Texas with the child[ren] the subject of this suit. **[State supporting facts.]**

And/Or

3. Respondent has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit. **[State supporting facts.]**

And/Or

4. Respondent engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

And/Or

5. Respondent [registered with the paternity registry maintained by the vital statistics unit/signed an acknowledgment of paternity of a child born in Texas who is the subject of this suit] as provided by chapter 160 of the Texas Family Code.

And/Or

6. **[State facts of the particular case showing a basis consistent with the constitutions of Texas and the United States for the exercise of personal jurisdiction in the suit affecting the parent-child relationship.]**

Service of Citation

Respondent was served with citation by publication by the [[sheriff/constable] of [county] County, Texas/clerk of this Court] by having the citation published on [date]. The citation was returned to the Court on [date].

The citation was published in [name of newspaper].

Marriage and Separation

The parties were married on or about [date] and ceased to live together as spouses on or about [date].

Grounds for Divorce

Select as applicable.

The marriage has become insupportable because of discord or conflict of personalities between Petitioner and Respondent that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation.

And/Or

Respondent is guilty of cruel treatment toward Petitioner of a nature that renders further living together insupportable. **[State supporting facts.]**

And/Or

Respondent has committed adultery. **[State supporting facts.]**

And/Or

Since the marriage, Respondent has been convicted of a felony; has been imprisoned for at least one year in the Texas Department of Criminal Justice, a federal penitentiary, or the penitentiary of another state; and has not been pardoned. **[State supporting facts.]**

And/Or

Respondent has left Petitioner with the intention of abandonment and has remained away for at least one year.

And/Or

Petitioner and Respondent have lived apart without cohabitation for at least three years.

And/Or

Respondent has been confined in a state mental hospital or private mental hospital, as defined in section 571.003 of the Texas Health and Safety Code, in Texas or another state for at least three years, and it appears that Respondent's mental disorder is of such a degree and nature that adjustment is unlikely or that, if adjustment occurs, a relapse is probable. **[State supporting facts.]**

Property of the Parties

Select one of the following.

No community property other than personal effects has been accumulated by the parties.

Or

All the community property owned by the parties known by Petitioner and its value were admitted into evidence at the final hearing as Exhibit [exhibit number/letter]. Petitioner proposed a division of the community estate and testified that it was a just and right division.

Separate Property of the Parties

The following is Petitioner's separate property under the laws of Texas:

List all property to be confirmed as the petitioner's separate property.

The following is Respondent's separate property under the laws of Texas:

List all property to be confirmed as the respondent's separate property.

Children of the Parties

Select one of the following.

There is no child born or adopted of this marriage, and none is expected.

Or

There is no child now under eighteen years of age who was born or adopted of this marriage, and none is expected.

Or

Petitioner and Respondent are parents of the following child[ren] of this marriage who [is/are] not under the continuing jurisdiction of any other court:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

Include the following if applicable.

[Name of child], a child of this marriage, requires substantial care and personal supervision because of a disability and will not be capable of self-support. Payments for the support of this child should be continued after the child's eighteenth birthday and extended for an indefinite period.

Continue with the following.

The following parenting plan is in the best interest of the child[ren]:

Select as applicable.

[Petitioner/Respondent] should be appointed sole managing conservator of the child[ren].

And

[Respondent/Petitioner] should be appointed possessory conservator of the child[ren].

Or

Petitioner and Respondent should be appointed joint managing conservators of the child[ren], with [Petitioner/Respondent] having the exclusive right to designate the primary residence of the child[ren].

And

[Respondent/Petitioner] should be ordered to make payments for the support of the child[ren]. [Respondent/Petitioner]'s monthly net resources are [**include if applicable:** presumed to be] \$[**amount**].

[Respondent/Petitioner] should be ordered to make payments for the medical support of the child[ren]. [**State whether the child[ren] are or can be covered by health insurance or a government program. State the type of health-care order and provisions for health-care expense payment and reimbursement that should be ordered and the facts supporting that order.**]

Select one of the following.

[Respondent/Petitioner] should have possession of the child[ren] in accordance with the Standard Possession Order. [**Include if applicable:** [Respondent/Petitioner] should have the overnight elections. [Respondent/Petitioner]'s periods of possession should begin when school is regularly dismissed instead of 6:00 P.M. when applicable.] [**State who should be responsible for picking up and returning the child[ren].**] [Petitioner/Respondent] should have possession of the child[ren] at all other times not specifically designated in the Standard Possession Order for [Respondent/Petitioner].

Or

[Respondent/Petitioner] should have [possession of/access to] the child[ren] during the following periods of time and under the following conditions: [**State the periods and conditions of possession or access, including conditions for supervised access, if applicable. State the facts supporting the order.**]

Include the following if applicable.

Attorney's Fees and Expenses

Petitioner has incurred \$[**amount**] as reasonable attorney's fees, expenses, and costs, and good cause exists to require Respondent to pay those attorney's fees, expenses, and costs to [Petitioner/[**name**], attorney for Petitioner].

Include the following if applicable.

Change of Name

The name of Petitioner should be changed to [**first, middle, and last names**].

Continue with the following.

APPROVED on _____.

JUDGE PRESIDING

I have read the foregoing and agree that it accurately represents the evidence introduced at the hearing described above.

[**Name**]
Attorney Ad Litem
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Form 23-5

Include the following notice if a minor is named in the caption or if the certificate contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Attorney's Certificate of Respondent's Last Known Mailing Address

In accordance with rule 239a of the Texas Rules of Civil Procedure, I certify that the last known mailing address of Respondent, **[name of respondent]**, is **[address, city, state]**.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Form 23-6
Agreement Incident to Divorce
Detailed Contents

1. Child[ren]	584	2.G. Ovelty of Partition	600
1.A. Child[ren].	584	2.H. Debt and Lien to Equalize Division.	601
1.B. Private Schools	585	2.H.1. Debt	601
1.C. Automobile	586	2.H.2. Vendor's Lien Note	601
1.D. Camp/Extracurricular Activities	586	2.I. Lien for Reimbursement	602
1.E. Education beyond High School	587	2.J. Debt and Lien for Fraud on Community	603
2. Division of Marital Estate	588	2.J.1. Debt	603
2.A. Just and Right Division	588	2.J.2. Lien	603
2.B. Assets to Petitioner	588	2.K. Interest in Future Benefit	604
2.B.1. Real Property	588	2.L. Attorney's Fees	605
2.B.2. Household Furnishings	589	2.M. Income Taxes	606
2.B.3. Clothing, Etc.	589	2.M.1. Liability for Federal Income Taxes for Prior Years	607
2.B.4. Cash and Bank Accounts	589	2.M.2. Tax Refund	609
2.B.5. IRAs, SEPs, and Annuities	590	2.M.3. Treatment/Allocation of Income for Year of Divorce for Tax Purposes	609
2.B.6. Employee Benefits and Retirement	591	2.M.4. Indemnification	619
2.B.7. Union Benefits.	594	2.M.5. Preparation of Returns for Year of Divorce	621
2.B.8. Insurance	594	2.M.6. Preserving Records.	621
2.B.9. Stocks and Bonds	595	2.M.7. Payment of Taxes Not Income	621
2.B.10. Motor Vehicle	595	2.M.8. Tax Exemption for Child[ren]	621
2.B.11. Business	595	2.M.9. Tax Audit	623
2.B.12. Cash	596	2.N. Division of Assets and Liabilities Not Provided for in Agreement	624
2.B.13. Jointly Owned Property	596	2.O. Confirmation of Separate Property	624
2.B.14. Interest in Future Benefit.	596	2.O.1. To Petitioner.	624
2.C. Assets to Respondent.	597	2.O.2. To Respondent	624
2.D. Debts to Petitioner	597	2.P. Future Use and Disposition of Credit Cards	624
2.D.1. Home Mortgage	597	2.P.1. For Petitioner	624
2.D.2. Vehicle Lien	599	2.P.2. For Respondent	625
2.D.3. Specified Debts	599		
2.D.4. Miscellaneous Debts	599		
2.D.5. Encumbrances	599		
2.E. Debts to Respondent	600		
2.F. Notice	600		

2.P.3.	No Use of Certain Cards	625	8.D.	Indemnification	639
3.	Transfer and Delivery of Property	626	8.E.	Litigation	640
3.A.	Execution of Instruments	626	8.F.	Execution of Other Documents	640
3.B.	Delivery of Property	628	8.G.	Entire Agreement	641
3.C.	Continuation of Health Insurance Coverage (COBRA)	629	8.H.	Partial Invalidity	641
4.	Spousal Maintenance	629	8.I.	No Construction against Draftsman	641
5.	Alimony	630	8.J.	Waiver of Breach	641
5.A.	Purpose and Intent	631	8.K.	Amendment or Modification	641
5.B.	Terms, Conditions, and Contingencies	631	8.L.	Successors and Assigns	642
5.C.	Reduction of Amount of Alimony	634	8.M.	Notice	642
5.D.	Nontransferability	635	8.N.	Governing Law	642
5.E.	Default and Acceleration	635	8.O.	Attorney's Fees and Expenses for Enforcement	643
6.	Mediation/Collaborative Law	636	8.P.	Place of Performance	643
7.	Arbitration	637	8.Q.	Bill of Review	643
8.	General Provisions	638	8.R.	Sealing of Records	643
8.A.	Approval by Court	638	8.S.	Discharge from Discovery Retention Requirement	644
8.B.	Disclosure	638	8.T.	Merger of Mediation/ Collaborative Law/ Informal Settlement Agreement	644
8.C.	Release of All Claims	638	8.U.	Agreement Voluntary and Clearly Understood	644

Form 23-6

This example is furnished merely for illustration and should not be used as a standard form. The nature of agreements incident to divorce, especially their tax aspects, makes the variables so numerous as to defy the use of simple forms. **The tax consequences of the agreement must always be given careful consideration.**

If desired, the contractual provisions of the agreement incident to divorce may be contained within the decree. *McCray v. McCray*, [584 S.W.2d 279](#) (Tex. 1979).

Include the following notice if a minor is named in the caption or if the agreement contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Agreement Incident to Divorce

The parties to this agreement and their attorneys are—

Name of Party:

Social Security number:

Driver's license number and issuing state:

Attorney of record:

State Bar number:

Attorney's e-mail address:

Attorney's address:

Attorney's telephone number:

Attorney's fax number:

Name of Party:

Social Security number:

Driver's license number and issuing state:

Attorney of record:

State Bar number:

Attorney's e-mail address:

Attorney's address:

Attorney's telephone number:

Attorney's fax number:

To the extent permitted by law, the parties stipulate that this agreement is enforceable as a contract. In consideration of the mutual undertakings and obligations contained in this agreement, the parties agree as follows:

1. Child[ren]

Article 1

Child[ren]

1.A. Child[ren]

1.1 Child[ren] of the Marriage

The parties are the parents of the following child[ren]:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

No other children of the marriage are expected.

Provisions concerning conservatorship and periodic support of children are not included in this agreement. See the practice notes at section [23.22](#) for discussion.

1.B. Private Schools

1.2 Private Schools

[**Include if applicable:** Subject to approving the choice of [**include if applicable:** day-care facility and] school,] [**name**] agrees to and will pay [**percent**] percent of all reasonable and necessary [**include as applicable:** day-care, private school, parochial school] expenses for [**name[s] of child[ren]**], including but not limited to [**include as applicable:** tuition, books, school-required equipment and supplies, uniforms, testing, application and registration fees, lab fees, room and board [**include if applicable:** at school-owned housing], **any other applicable items**]. [**Include if applicable:** [**Name**] must be consulted about [his/her] choice of [**include if applicable:** day-care facility and] school and will not unreasonably withhold [his/her] consent about the choice of [**include if applicable:** day-care facility or] school.]

The foregoing paragraph should include provisions about when, where, and to whom payments are to be made and remedies if they are not made. Provisions for minimum grade-point and load requirements, maximum number of years, and any other restrictions may be included.

1.C. Automobile*1.3 Automobile*

[Name] agrees to and will [purchase/provide] for [name[s] of child[ren]] an automobile and purchase and maintain appropriate insurance for [the/each] child's use within [number] days of the child's having obtained a valid driver's license.

To be enforceable as a contract, the foregoing paragraph should include more specific provisions regarding the automobile(s) and should include provisions allocating responsibilities for licensing, inspections, insurance deductibles, surcharges for insurance, gasoline, tires, oil, and other maintenance and repair charges.

1.D. Camp/Extracurricular Activities*1.4 Camp/Extracurricular Activities*

[Include if applicable: Subject to approving the choice of camp,] [name] agrees to and will pay all necessary charges, including transportation and uniforms, for [name[s] of child[ren]] to attend summer camp for a period not to exceed [number] weeks per year. [Include if applicable: [Name] must be consulted about [his/her] choice of camp and will not unreasonably withhold [his/her] consent about the choice of camp.]

The foregoing paragraph can be adapted for a variety of child-related expenses not usually part of a court order. Examples include tutoring; student trips; religious training; bar mitzvah; weekly allowance; various lessons, such as music, tennis, and riding; and social events, such as debutante and quinceañera.

1.E. Education beyond High School**1.5 Education beyond High School**

[Name] agrees to and will pay [percent] percent of all reasonable education expenses incurred to send [the/each] child either to college or to technical, vocational, or business school, provided the child is a full-time student [define specifically] and maintains at least a “C” or equivalent grade-point average toward the completion of either a college bachelor’s degree or a technical, vocational, or business school diploma. This obligation includes tuition, activities fees, laboratory fees, books, room and board, health insurance and related uninsured health-care expenses, college [fraternity/sorority/fraternity or sorority] dues and expenses, and other charges normally related to such education. The child [is/is not] a third-party beneficiary of this agreement. This obligation will terminate at [specify date or contingency]. [Include provisions about when, where, and to whom payments are to be made and remedies if they are not made.]

Include the following if applicable.

Caution: This provision postpones the obligation to make payment until after the conclusion of the semester and the receipt of the child’s report card.

As conditions for payment of this obligation, (a) the grades of the child must be reported to [name], and [name] must receive a photocopy of any report card issued by the school; (b) [name] must have the right at any time to contact the school to obtain current information on the grades and status of the child; and (c) the child must authorize the school to release that information to [name].

2. Division of Marital Estate

Article 2

Division of Marital Estate

2.A. Just and Right Division*2.1 Just and Right Division*

This agreement provides a just and right division of the marital estate, having due regard for the rights of each party [**include if applicable:** and the child[ren] of the marriage].

2.B. Assets to Petitioner*2.2 Assets to [name of petitioner]*

Petitioner, [name of petitioner], is to receive as [his/her] sole and separate property and shall own, possess, and enjoy that property, and Respondent, [name of respondent], partitions, quitclaims, assigns, and conveys to Petitioner, [name of petitioner], [the following property:/the property listed in Schedule A, attached to and made a part of this agreement.]

The following are sample dispositions of some of the more common items of property. List them in the body of the agreement or in an attached schedule, as appropriate. Include items as applicable.

2.B.1. Real Property

P-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security system 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, if applicable, commonly used street address**].

If a lien is to be placed on the homestead, adapt language from 11.D. and 12. in form 23-1.

Language establishing a lien on the homestead *must* appear in the decree of divorce.

If the parties agree to sell the residence, adapt language from form 23-2.

2.B.2. *Household Furnishings*

P-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Petitioner or subject to Petitioner's sole control.

Or

Because of the difficulty in describing the items precisely, care should be taken to have the parties obtain possession of these items before the decree is entered.

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

2.B.3. *Clothing, Etc.*

P-3. All clothing, jewelry, and other personal effects in the possession of Petitioner or subject to Petitioner's sole control.

2.B.4. *Cash and Bank Accounts*

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

Or

P-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].

2.B.5. IRAs, SEPs, and Annuities

P-5. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in Petitioner's name [include if desired: , including but not limited to: [description]].

Or

P-5. The following [include as applicable: individual retirement accounts/simplified employee pensions/annuities/variable annuity life insurance benefits]: [description of each applicable item].

2.B.6. *Employee Benefits and Retirement*

All terms of the division should be included in the agreement; if they are not included, they are not awarded. The language below presents examples only and must be modified for the actual division and different plan.

The following must be included:

- the full and accurate plan name (note that, for example, unless the participant works for Fidelity, "Fidelity 401(k)" is NOT the plan name);
- the precise method of division;
- the date of division (typically the date of the MSA or the divorce);
- all features (e.g., loans, survivor benefits) awarded; and
- who is responsible for the QDRO preparation and submission and all associated fees.

Special consideration for defined contribution plans: If gains and losses are not included, determine how to handle the shortfall if the amount available at segregation is less than the amount awarded. Will the QDRO award the alternate payee 100 percent of the account balance in this event? How will the deficiency be handled?

Special consideration for defined benefit plans: If the participant is already receiving a monthly benefit, will the participant have to pay the alternate payee the portion of the benefit between the date of divorce and the date the plan starts paying the alternate payee directly? If so, specify how, using enforceable language.

a. *All to One Spouse*

The following language should be used only if the party is specifically awarded all benefits in all possible plans. If only specific retirement plans are awarded, each plan should be awarded individually, and this language should not be used. See c. below.

P-6. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing

by reason of Petitioner's past, present, or future employment [**include if desired:** , including but not limited to: [**description**]].

Or

b. Portion Awarded to Other Spouse

The following language should be used only if the party is specifically awarded all benefits in all possible plans, except for a portion that is awarded to the other spouse. If only specific retirement plans are awarded, each plan should be awarded individually, and this language should not be used. See c. below.

P-6. Except for [the/those] portion[s] of Petitioner's employee and retirement benefits in [**exact name of each applicable plan**] expressly awarded to Respondent in this agreement, all sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of Petitioner's past, present, or future employment [**include if desired:** , including but not limited to: [**description**]].

Or

c. Portion Awarded to Other Spouse of Specific Retirement Plan(s)

P-6. 100 percent of Petitioner's retirement benefits in the [**exact name of defined contribution plan or defined benefit plan**], save and except for the portion specifically awarded to Respondent in this agreement.

And/Or

d. *Portion of Other Spouse's
Retirement Awarded—Defined
Contribution Plan*

P-7. A portion of Respondent's retirement benefits in [**exact name of defined contribution plan**], and any successor Plan thereof, that portion being [**exact dollar amount or percentage**] of the total vested account balance as of [[**date**]/the date that the Final Decree of Divorce is signed by the Court], [including/excluding] the value of any outstanding loans, [including/excluding] any interest, dividends, gains, or losses on that amount arising since that date, and the division to be effectuated using a Qualified Domestic Relations Order signed by the Court on or after the date the Final Decree of Divorce is signed. [**Include if applicable:** Petitioner will be responsible for [**percent**] percent and Respondent will be responsible for [**percent**] percent of any fees charged by the plan administrator for review of the Qualified Domestic Relations Order.]

e. *Portion of Other Spouse's
Retirement Awarded—Defined
Benefit Plan*

P-8. A portion of Respondent's retirement benefits in [**exact name of defined benefit plan**], and any successor Plan thereof, that portion being [**describe the fractional interest, percentage, or monthly dollar amount**] of the vested accrued benefit as of [[**date**]/the date that the Final Decree of Divorce is signed by the Court], [**include if applicable and agreed to:** together with any survivor benefits, cost-of-living adjustments (COLAs), early retirement supplements and subsidies, interim benefits, and other ad hoc benefits,] and the division to be effectuated using a Qualified Domestic Relations Order signed by the Court on or after the date the Final Decree of Divorce is signed.

Division of retirement benefits depends on the type of retirement plan. See chapter 25 of this manual.

f. *Other Employment Benefits—
Portion of Other Spouse's
Benefits Awarded*

More detailed provisions may be needed, depending on the type of benefit involved. It is suggested that this section be modified based on the type of benefit or stock at issue. It is usually preferable to have a separate order that has specific details about how and when the benefits or stock vest and are paid.

P-9. A portion of Respondent's [**describe specific benefits**] benefits arising out of Respondent's past or present employment, that portion being [**describe exact dollar amount, fractional interest, etc.**] of the [**describe specific benefits**], if, as, and when received by Respondent, together with all rights and privileges arising therefrom. [**Include if applicable:** Respondent is designated a constructive trustee for the benefit of Petitioner to the extent of [**exact dollar amount or percentage or fractional interest**] of those benefits, and Respondent will pay [**exact dollar amount or percentage or fractional interest**] of those benefits to Petitioner by cash, cashier's check, or money order delivered to Petitioner's last known address within [**number**] days after Respondent receives the benefits.] Respondent will provide to Petitioner true and correct copies of all documentation relevant to those benefits contemporaneously with the transfer of Respondent's portion of the distributions. Each party will be responsible for and will timely pay that party's respective tax liability on each benefit.

2.B.7. *Union Benefits*

P-10. All nonretirement benefits arising out of Petitioner's membership in [**name of union**].

2.B.8. *Insurance*

P-11. All policies of life insurance (including cash values) insuring Petitioner's life.

Or

P-11. The following policies of insurance insuring Petitioner's life:

[specify insurance company and policy number for each policy].

2.B.9. Stocks and Bonds

P-12. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in Petitioner's name, together with all dividends, splits, and other rights and privileges in connection with them.

Or

P-12. 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].

2.B.10. Motor Vehicle

P-13. The **[year, make, and model]** motor vehicle, vehicle identification number **[number]**, together with all prepaid insurance, keys, and title documents.

2.B.11. Business

Closely held and subchapter S corporations should be awarded by stock. Joint ventures and partnerships should be awarded by the undivided percentage interest owned.

P-14. The sole proprietorship known as **[name]**, including but not limited to its name, goodwill, receivables, claims, and the following furniture, fixtures, machinery, equipment, inventory, accounts, goods, supplies, and personal property used in connection with the operation of the business:

[describe assets used by the sole proprietorship].

P-15. A **[percent]** percent [membership/partnership/limited partnership] interest in the [limited liability company/partnership/limited partnership] known as **[name]**.

P-16. **[Number]** shares in the corporation known as **[name]**.

2.B.12. Cash

P-17. **[Number]** dollars (\$**[amount]**) payable by **[name]** to **[name]** on the day of divorce, by cash, cashier's check, or money order.

2.B.13. Jointly Owned Property

P-18. 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 agreement. **[See form 24-19.]**

2.B.14. Interest in Future Benefit

P-19. An undivided **[percent]** percent interest in **[describe benefit distribution, bonus, or payout]** **[include if applicable: that accrued before [date]/for the year [year]]** if, as, and when received, which may be payable to Respondent, together with all dividends, splits, and other rights and privileges in connection with them, including without limitation all accumulated credits for dividends and distributions, or cash equivalents of them, as more particularly defined below.

Continue with the following.

2.C. Assets to Respondent

2.3 Assets to *[name of respondent]*

Respondent, **[name of respondent]**, is to receive as [her/his] sole and separate property and shall own, possess, and enjoy that property, and Petitioner, **[name of petitioner]**, partitions, quitclaims, assigns, and conveys to Respondent, **[name of respondent]**, [the following property:/the property listed in Schedule B, attached to and made a part of this agreement.]

Sample dispositions of some of the more common items of property are found in [2.B.](#) above. List them in the body of the agreement or in an attached schedule, as appropriate. Include the prefix "R-" in each item number.

2.D. Debts to Petitioner

2.4 Debts Payable by *[name of petitioner]*

Petitioner, **[name of petitioner]**, will timely pay, as a part of the division of the estate of the parties, and will indemnify and hold Respondent, **[name of respondent]**, and Respondent's property harmless from any failure to so discharge, [these items:/the items listed in Schedule C, attached to and made a part of this agreement.]

The following are sample dispositions of some of the more common debts and obligations. List them in the body of the agreement or in an attached schedule, as appropriate. Include items as applicable.

2.D.1. Home Mortgage

P-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 Petitioner is to

receive, which is recorded at Clerk's File No. [number], Official Public Records of [county] County, Texas (the "assumed loan").

Include the following if there is a deadline for petitioner to pay off the loan. See the practice notes at section 24.13.

The assumed loan must be paid in full by [date]. If the assumed loan is not paid in full by [date] through a refinance or sale or in some other way, Petitioner will face foreclosure.

Refinancing. By [date] Petitioner will contact a mortgage institution of Petitioner's choice to refinance the current mortgage solely into Petitioner's name. If the assumed loan is not paid in full by this date, Petitioner will face foreclosure and be responsible for all legal fees and expenses incurred by Respondent in the foreclosure process.

Foreclosure. If Petitioner is not able to refinance the current mortgage that is held by [name of mortgage company or bank], the property at [legal description and, if applicable, the commonly used street address] and all improvements located thereon will then be foreclosed under the following terms and conditions:

1. Petitioner is required to pay the assumed loan in full on or before [date]. The assumed loan can be paid in full by a sale of the property, by a refinance, or by any other way. The assumed loan matures on [date].
2. Petitioner will face a nonjudicial foreclosure sale of the property as described in the Deed of Trust to Secure Assumption and pursuant to the Texas Property Code.

Include if applicable.

3. Respondent is allowed to purchase the property at the foreclosure auction. If Respondent becomes the owner at the foreclosure auction, Respondent may continue making monthly payments on the assumed loan or sell the property or refinance the property, and Petitioner will not be entitled to any net sales proceeds received on such resale of the property.

2.D.2. Vehicle Lien

P-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, make, and model]** motor vehicle Petitioner is to receive.

2.D.3. Specified Debts

Be sure to include debts of sole proprietorships, partnerships, joint ventures, and other business entities awarded to a spouse.

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

2.D.4. Miscellaneous Debts

P-4. All debts, charges, liabilities, and other obligations incurred **[solely]** by **[Petitioner/Respondent/Petitioner and Respondent]** from and after **[date]**, unless express provision is made in this agreement to the contrary.

2.D.5. Encumbrances

P-5. All encumbrances, ad valorem taxes, liens, assessments, premiums, or other charges due or to become due on the real and personal property Petitioner is to receive under this agreement unless express provision is made in this agreement to the contrary.

Continue with the following.

2.E. Debts to Respondent**2.5 Debts Payable by [name of respondent]**

Respondent, [name of respondent], will pay, as a part of the division of the estate of the parties, and will indemnify and hold Petitioner, [name of petitioner], and Petitioner's property harmless from any failure to so discharge, [these items:/the items listed on Schedule D, attached to and made a part of this agreement.]

Sample dispositions of some of the more common debts and obligations are found in [2.D.](#) above. List them in the body of the agreement or in an attached schedule, as appropriate. Include the prefix "R-" in each item number.

2.F. Notice**2.6 Notice**

Each party will 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.

2.G. Owelty of Partition**2.7 Owelty of Partition**

Because [name] is to receive the family homestead of the parties, an encumbrance for owelty of partition against the entirety of the property is needed to secure the payment of the resulting debt to [name].

An encumbrance for owelty of partition is created 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 [name] in favor of [name] of [number] dollars (\$[amount]), resulting from the

disposition of the homestead in this agreement. The debt will bear interest at [percent] percent per year and will be payable as follows: [describe terms of payment of the debt].

[Name] will sign a note payable to [name] in the amount of the debt specified above and payable according to the terms specified above. [Name] will also 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.

2.H. Debt and Lien to Equalize Division

2.8 Debt [and Lien] to Accomplish Just and Right Division

2.H.1. Debt

For the purpose of a just and right division of property under this agreement, [name] will pay [name] [number] dollars (\$[amount]), payable in accordance with the terms of the closing documents agreed to be executed.

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.

2.H.2. Vendor's Lien Note

[Names] intend this agreement to be a partition of their community property. 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 [number] dollars

(\$[amount]) is necessary to make a just and right partition of the property. An equitable lien is created against the following property:

Describe the property to be subject to the lien. Include the legal description of any real property. For placing a lien on homestead, see 2.G. Additional collateral may be included and UCC filings required. See chapter 24 of this manual for additional closing documents.

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

[Name] will sign a vendor's lien note for [number] dollars (\$[amount]) payable to [name]. The note will bear interest at [percent] percent per year, compounded annually. It will be payable according to the following terms: [describe the terms of the note].

[Name] will sign an owlty lien deed of trust [specify applicable security instruments, including UCC forms] to secure the note.

2.I. *Lien for Reimbursement*

2.9 *Lien for Reimbursement*

[Name] will pay [name] [number] dollars (\$[amount]) as reimbursement to [the community/Petitioner's separate/Respondent's separate] estate from [Petitioner's separate/Respondent's separate/the community] estate for [basis of reimbursement claim]. [Name] will sign a note for that amount payable to [name]. The note will bear interest at [percent] percent per year, compounded annually. It will be payable according to the following terms: [describe the terms of the note, including, if desired, the effects of default]. An equitable lien on [describe property] is created.

Include the following if applicable.

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

Include the following if applicable.

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

2.J. Debt and Lien for Fraud on Community
§ 7.009

2.10 Debt [and Lien] for Fraud on Community

2.J.1. Debt

In satisfaction of [name]’s claim for fraud on the community, [name] will pay [name] [number] dollars (\$[amount]).

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.

Include the following if applicable.

2.J.2. Lien

An equitable lien is created against [**describe property**] until the entire debt, plus accrued interest, is paid in full. The debt will bear interest at [**percent**] percent per year, compounded annually. The debt is payable according to the following terms: [**describe the payment terms, including the effects of any default**].

Include the following if applicable.

[Name] will sign a note for [number] dollars (\$[amount]) payable to [name]. The note will bear interest at [percent] percent per year, compounded annually. It will be payable according to the following terms: **[describe the terms of the note]**.

Include the following if applicable.

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

Include the following if a party will receive an interest in a future benefit.

The designations “party A” and “party B” are used below to distinguish between the two parties within this provision only. The designations may not apply consistently to the same individuals when they appear in other provisions in the agreement.

2.K. Interest in Future Benefit

2.11 Interest in Future Benefit

[Name of party A] is to receive an undivided [percent] percent interest in and to any **[description of benefit distribution, bonus, or payout]** **[include if applicable: that accrued before [date]/for the year [year]]** if, as, and when received, which may be payable to [name of party B], together with all dividends, splits, substitutions, proceeds, accessions, and other rights and privileges in connection with them, including without limitation all accumulated credits for dividends and distributions, or cash equivalents of them. **[Include if applicable: The portion [name of party A] will receive will be net of applicable income tax deductions, exemptions, exclusions, and write-offs based on the highest marginal tax rate of [name of party B]. [Name of party B] will provide [name of party A] with all documents necessary to show these calculations**

within fifteen days of [name of party B]’s determination of those calculations.]
In conjunction with this provision—

1. [Name of party B] is designated as constructive trustee of the portion of the above [distribution/payout/benefit] to be received by [name of party A];

2. [Name of party B] will remit [name of party A]’s portion to [name of party A] at [address] within fifteen business days after [[name of party B]’s receipt of the [distribution/bonus/payout]/the later of [name of party B]’s receipt of the [distribution/bonus/payout] and [name of party B]’s determination of the portion of the [distribution/bonus/payout] to which [name of party A] is entitled under this agreement];

3. [Name of party B] will furnish to [name of party A] at [address], within five business days of receipt of the [distribution/bonus/payout], complete copies of all documentation concerning the [distribution/bonus/payout] and any deductions from the gross amount received by [name of party B] from the [distribution/bonus/payout] within five business days of receipt of those documents; and

4. [Name of party B] will authorize [name of party A] to communicate with each person responsible for the calculation and disbursement of any portion of the [distribution/bonus/payout].

2.L. Attorney’s Fees

2.12 Attorney’s Fees

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 will be responsible for [his or her/his/her] own attorney's fees incurred as a result of legal representation in this case [include if applicable: , except [name] will pay [number] dollars (\$[amount]) to [name] for attorney's fees for the benefit of [name of attorney]. Payment will be on or before [date]].

If applicable, include provisions for an interest-bearing note payable to the attorney.

If an attorney ad litem, a guardian ad litem, or an amicus attorney has been appointed with respect to any child in the case, include appropriate language for that person's fees and expenses. See form [40-6](#).

2.M. Income Taxes

2.13 Income Taxes

Warning: Each of the following items requires special treatment under the Internal Revenue Code and the income tax regulations. Consult with a tax adviser to determine the best way to address them in the agreement incident to divorce. This list is nonexclusive. In a particular case, other unusual tax items may need to be addressed specifically.

- partnerships—income/loss; capital account
- trusts—income
- subchapter S corporations—income/loss
- net operating loss carryforwards
- charitable contribution carryforwards
- capital loss carryforwards
- self-employment tax—January 1 through date of divorce
- passive loss carryforwards
- rental properties—passive loss carryforwards
- depletion carryforwards
- estimate tax payments—joint or sole name
- investment tax credit carryforwards
- self-employed medical insurance payments
- reporting and paying “nanny” taxes for household employees
- child tax credit
- filing IRS information returns/forms
- unfiled tax returns
- innocent spouse/equitable relief
- division/exercise of stock options—vested and unvested

These items will require additional analysis and tax calculations. **Consult a tax adviser.**

If both state and federal taxes are involved, reword the following paragraphs as appropriate.

The designations “party A” and “party B” are used in 2.M. to distinguish between the two parties within these provisions only. The designations may not apply consistently to the same individuals in all portions of 2.M. or when they appear in other provisions in the agreement.

**2.M.1. Liability for Federal
Income Taxes for Prior
Years**

Select one of the following.

2.M.1.a. *Sole Liability of One Spouse*

[Name of party A] will be solely responsible for all federal income tax liabilities of the parties allocable to the period from the date of marriage through December 31, [year preceding year of divorce], and will timely pay any taxes, penalties, and interest due thereon and will indemnify and hold [name of party B] and [name of party B]’s property harmless therefrom unless such additional tax, penalty, or interest resulted from [name of party B]’s omission of income or claim of erroneous deduction, in which case [name of party B] will pay, and hold [name of party A] and [name of party A]’s property harmless from, the additional tax, penalty, and interest allocable to the omitted income or erroneous deduction.

Or

2.M.1.b. *Shared Liability of Spouses*

[Name of party A] and [name of party B] will be equally responsible for all federal income tax liabilities of the parties allocable to the period from the date of marriage through December 31, [year preceding year of divorce], and each party will timely pay 50 percent of any taxes, penalties, and interest due thereon and will indemnify and hold the other party and the other party’s property harmless from the portion of such tax, penalty, and interest required to be paid by the indemnifying party unless that additional tax, penalty, or interest resulted from a party’s omission of income or claim of erroneous deduction, in which case that party will pay, and hold the other party and the other party’s property harmless from, the additional tax, penalty, and interest allocable to the omitted income or erroneous deduction.

Continue with the following.

2.M.2. *Tax Refund*

If a refund of tax or other amounts is made for any year during the parties' marriage through December 31, [year preceding year of divorce], each party will be entitled to one-half of the refund amount, 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 refund amount, and the party receiving the refund check will pay to the other party one-half of the refund amount within five days of receipt of the refund check. Each party will endorse the refund check on presentation by the other party.

The refund may be allocated in the same proportion as the predivorce tax liabilities, or, if one party is paying all the taxes, that party may receive the entire refund.

2.M.3. *Treatment/Allocation of
Income for Year of Divorce
for Tax Purposes*

The term "I.R.C." means the Internal Revenue Code of 1986, as amended.

Select [2.M.3.a.](#), [2.M.3.b.](#), [2.M.3.c.](#), or [2.M.3.d.](#)

2.M.3.a. *Treatment/Allocation—
No Stated Method*

For the calendar year [year of divorce], each party will file a federal income tax return and report thereon the reporting party's share of the income, gains, losses, deductions, and credits, including estimated taxes and withholding taxes, of the parties during the calendar year [year of divorce] prior to the date of divorce, and of the reporting party on and after the date of divorce, in accordance with the I.R.C. and this agreement.

Or

Warning: Do not include provisions for preparation and filing of tax returns for year of divorce or provisions for allocation of income, gains, losses, deductions, or credits or tax liabilities for year of divorce between the parties unless that language will be reviewed by a tax adviser after consultation with your client.

2.M.3.b. *Treatment/Allocation—
General Rule—50
Percent Each*

For the calendar year [**year of divorce**], each party will prepare and file a federal income tax return in accordance with the I.R.C. and report on that party's tax return 50 percent of the community income, gains, losses, deductions, and credits of one or both parties during the period January 1 of the calendar year [**year of divorce**] and prior to the date of divorce (the "predivorce period"); all of the reporting party's income, gains, losses, deductions, and credits during the period beginning on [**date of divorce**] through December 31 of the calendar year [**year of divorce**] (the "postdivorce period"); and all of the reporting party's separate income, gains, losses, deductions, and credits during the predivorce period. Each party will take credit for 50 percent of the prior year tax overpayment carryforward of the parties to the calendar year [**year of divorce**]; 50 percent of all estimated tax payments and withholding taxes made by, in the name of, or for the benefit of either party for the predivorce period; and 100 percent of all estimated tax payments and withholding taxes made by, in the name of, or for the benefit of the reporting party for the postdivorce period.

- *Provisions for Allocation of Tax Liabilities for Year of Divorce as between Parties Filing under the General Rule*

Caution: Provisions for apportioning income, gains, losses, deductions, and credits and tax liability between the parties will not override the Internal Revenue Code and will not prevent the IRS from collecting taxes from a party in accordance with applicable law. Such provisions, if not consistent with applicable law, will give the client protection only to the extent that the provisions are enforceable by contract.

The following paragraphs provide formulas for determining the portion of the tax liability of one party required under the agreement to be paid by the other party for the year of divorce, i.e., one party required to report for tax purposes 50 percent of all predivorce period community income and other party required under the agreement to pay reporting party's taxes on that predivorce period community income. The allocations in these paragraphs are very complicated examples. Practitioners are strongly advised to consult with tax professionals when using these formulas. The remarriage of a party during the year of divorce, for example, may affect how well these formulas work in ways the parties may not have anticipated.

If [2.M.3.b.](#) is used, select one of the following three paragraphs for allocation of tax liability between the parties. These are *not filing methods*. Then include [2.M.3.b.\(4\)](#) concerning the independent calculation of the tax allocation under those paragraphs.

2.M.3.b.(1) Allocation—Actual Effective Rate

For the calendar year **[year of divorce]**, **[name of party A]** will be responsible for and will timely pay **[name of party B]**, and hold **[name of party B]** and **[name of party B]**'s property harmless from, the portion of federal income taxes required to be paid by **[name of party B]** as shown on the federal income tax return of **[name of party B]** for the calendar year **[year of divorce]** equal to an amount (not less than zero) determined by the independent calculation of [(X times Y) minus Z], where X (the effective rate of federal income tax) is the quotient of the income tax liability (before tax credits) as shown on **[name of party B]**'s federal income tax return for the calendar year **[year of divorce]** divided by the taxable income as shown on **[name of party B]**'s federal income tax return for the calendar year **[year of divorce]**; Y is the hypothetical amount

of taxable income that would be required to be shown on **[name of party B]**'s federal income tax return for the calendar year **[year of divorce]** if the only taxable income of **[name of party B]** were the predivorce period income, gains, losses, and deductions allocable to **[name of party B]** under this agreement; and Z is an amount equal to the predivorce period tax credits allocable to **[name of party B]** under this agreement. The amount agreed to be paid by **[name of party A]** to **[name of party B]** will be paid within **[number]** days after the independent calculation is made. Taxable income will be determined in accordance with the I.R.C. The term "predivorce period" means the period during the calendar year **[year of divorce]** prior to the date of divorce.

Or

2.M.3.b.(2) *Allocation—
Hypothetical Marginal
Rate (Bottom)*

For the calendar year **[year of divorce]**, **[name of party A]** will be responsible for and will timely pay **[name of party B]**, and hold **[name of party B]** and **[name of party B]**'s property harmless from, the hypothetical amount of federal income taxes that would be required to be paid by **[name of party B]** as shown on a federal income tax return of **[name of party B]** for the calendar year **[year of divorce]** equal to an amount determined by the independent calculation of [(hypothetical federal income tax computed on X) minus Z], where X is the hypothetical amount of taxable income that would be required to be shown on **[name of party B]**'s federal income tax return for the calendar year **[year of divorce]** if the taxable income of **[name of party B]** were only the predivorce period income, gains, losses, and deductions allocable to **[name of party B]** under this agreement and Z is an amount equal to the predivorce period tax credits allocable to **[name of party B]** under this agreement. The amount agreed

to be paid by **[name of party A]** to **[name of party B]** will be paid within **[number]** days after the independent calculation is made. Taxable income will be determined in accordance with the I.R.C. The term “predivorce period” means the period during the calendar year **[year of divorce]** prior to the date of divorce.

Or

2.M.3.b.(3) *Allocation—
Hypothetical Marginal
Rate (Top)*

For the calendar year **[year of divorce]**, **[name of party A]** will be responsible for and will timely pay **[name of party B]**, and hold **[name of party B]** and **[name of party B]**’s property harmless from, the hypothetical amount of federal income taxes that would be required to be paid by **[name of party B]** as shown on a federal income tax return of **[name of party B]** for the calendar year **[year of divorce]** equal to an amount determined by the independent calculation of $[(\text{hypothetical federal income tax computed on } X) \text{ minus } Z]$, where X is (a) the actual taxable income amount as shown on the federal income tax return of **[name of party B]** for the calendar year **[year of divorce]** minus (b) the hypothetical amount of taxable income that would be required to be shown on the federal income tax return of **[name of party B]** for the calendar year **[year of divorce]** if the taxable income of **[name of party B]** were only the income, gains, losses, and deductions allocable to **[name of party B]** for the postdivorce period and Z is the amount of tax credits shown on the income tax return of **[name of party B]** for the calendar year **[year of divorce]** minus the amount of such tax credits allocable to the postdivorce period. The amount required to be paid by **[name of party A]** to **[name of party B]** will be paid within **[number]** days after the independent calculation is made. Taxable income will be deter-

mined in accordance with the I.R.C. The term “postdivorce period” means the period of the calendar year **[year of divorce]** on and after the date of divorce.

If [2.M.3.b.\(1\)](#), [2.M.3.b.\(2\)](#), or [2.M.3.b.\(3\)](#) is used, include [2.M.3.b.\(4\)](#).

2.M.3.b.(4) *Allocation—
Independent
Calculation*

The parties will employ by **[date]** **[name of accountant]** to prepare the independent calculation described above and will direct **[name of accountant]** to submit the independent calculation to each party by **[date]**. **[Name of party B]** will provide **[name of accountant]** with **[name of party B]**’s tax return and any other information reasonably required by **[name of accountant]** by **[date]**. After **[name of accountant]** delivers the independent calculation to each party, each party will have **[number]** days to review and object to the independent calculation in writing to **[name of accountant]** and the other party, specifying the basis for that party’s objection to the independent calculation.

If neither party timely objects to the independent calculation, or if the parties are able to resolve any objections within fourteen days of the objection, the fees of **[name of accountant]** for the preparation of the independent calculation will be paid as follows: **[specify manner of payment by each party]**.

If a party objects to the independent calculation and the parties are unable to resolve these objections within fourteen days of the objection, the parties will submit the independent calculation to binding arbitration in accordance with Texas arbitration law. In this event, each party expressly waives any right to trial by a court or trial by a jury regarding the determination of the independent calculation. The parties will appoint an arbitrator, in the manner provided below, who will be either an attorney board certified in tax law by the

Texas Board of Legal Specialization or a certified public accountant licensed in Texas and specializing in tax law. The arbitrator's decision will be binding in all respects.

The party who first objected to the independent calculation will designate in writing the name of an arbitrator not later than twenty-one days after the date of that party's objection, and not later than seven days after that designation, the other party will designate in writing the name of an arbitrator. If the parties cannot agree on an arbitrator within seven days after the second party's designation, the two designees will select a qualified arbitrator within **[number]** days thereafter, who will be designated the sole arbitrator of the dispute. Each party will submit to the arbitrator in writing the disputed issues relating to the independent calculation with supporting documents and authorities by the date the arbitrator sets. If the parties cannot agree on the ground rules and procedures to be followed during the arbitration proceedings, the arbitrator will have the sole authority to establish the ground rules and procedures to be followed during the arbitration proceeding. If the arbitrator determines that a hearing is necessary, the parties will attend the arbitration hearing on the date and at the time and place set by the arbitrator. Absent agreement to the contrary, either party may furnish a court reporter, but none will be required. The parties will pay both the cost of arbitration and **[name of accountant]**'s fees for the preparation of the independent calculation as the arbitrator directs. The award of the arbitrator will be binding and conclusive on the parties. The parties agree that the arbitrator may deliver the arbitrator's award by e-mail to the parties or to their designated representatives. Any court of competent jurisdiction may enter a judgment confirming the arbitration award.

Or

2.M.3.c. *Treatment/Allocation—
Partition of Taxable
Income to Pre–Date of
Divorce*

The following provision partitions, for tax purposes, between the parties as of January 1 of the year of divorce the income, gains, losses, deductions, and credits of the parties for the period January 1 of the year of divorce through the date of divorce with the intent that each party pay tax only on that party's income, etc., for tax purposes.

The Texas Family Code requires a court to confirm an agreed partition or exchange of the income and earnings from a spouse's property, wages, salaries, and other forms of compensation received on or after January 1 of the year in which the suit for dissolution of marriage was filed or that were received in another year during which the spouses were married for any part of the year. [Tex. Fam. Code § 7.002\(c\)](#). It is unclear whether the Internal Revenue Service or the courts will recognize the retroactive effect of such a partition to a calendar year before the year of divorce. The wise practitioner will advise the client to consult with a certified public accountant or tax attorney before relying on this statute.

For the purposes of determining income tax liability, the parties agree and hereby partition, as a party's sole and separate property beginning January 1 of the calendar year of **[year of divorce]** and prior to the date of divorce, 100 percent of the income, gains, losses, deductions, and credits attributable to or derived from—

- a. that party's personal earnings;
- b. the property awarded to that party as that party's sole and separate property in this agreement;
- c. the property confirmed as that party's sole and separate property in this agreement; and
- d. the property in that party's sole name, whether community or separate property, that was owned by that party during the calendar year **[year of**

divorce] and prior to the date of the divorce and that was disposed on or after January 1, **[year of divorce]**, but before the date of divorce.

Include the following paragraph if applicable.

Notwithstanding the allocations in item d. above, the parties further agree and hereby partition, as that party's sole and separate property during the calendar year **[year of divorce]** prior to the date of divorce ("predivorce period"), **[percent]** percent to **[name of party A]** and **[percent]** percent to **[name of party B]** of the income, gains, losses, deductions, and credits attributable to the following property that was disposed during the predivorce period:
[describe property held in both parties' names or in one party's sole name during the predivorce period].

Continue with the following if [2.M.3.c.](#) is used.

The partition described above further assigns to a party estimated tax payments and withholding taxes made by, in the name of, or for the benefit of that party from January 1, **[year of divorce]**, through the date of divorce, as if the same were that party's sole and separate property. For the purposes of determining each party's income tax liability, the property referenced above in items b. and c. for that party and each such property that was disposed on or after January 1, **[year of divorce]**, and before the date of divorce, to the extent the income, gains, losses, deductions, and credits attributable to the property are partitioned to that party, will be deemed to have been partitioned to that party and have been that party's separate property as of January 1, **[year of divorce]**, or the date of the property's acquisition, if later.

For the calendar year **[year of divorce]**, each party will file a federal income tax return in accordance with the I.R.C. and this agreement.

Or

2.M.3.d. Treatment/Allocation
26 USC § 66(a)—
Community Income—
Living Apart

The following alternative method of allocating between the spouses and reporting community income for the year of divorce may be used if the parties satisfy the requirements of Internal Revenue Code section 66(a) and the treasury regulations thereunder. To qualify—

1. the spouses must have been married to each other during any part of the calendar year;
2. the spouses must have lived apart (separate residences) for all of that calendar year and must have not filed a joint return for that calendar year;
3. one or both of the spouses must have earned income for the calendar year that is community income; and
4. there must have been no transfers (directly or indirectly) of earned income between the spouses during that calendar year other than de minimis amounts and transfers for the benefit of children.

Warning: Payments of financial obligations of one party with the other party's earned income may violate item 4. above regardless of whether those payments were made under a court order.

Earned income is defined in I.R.C. § 911(d)(2) as amounts received as compensation for personal services.

The parties represent that they have lived apart at all times during the calendar year of **[year of divorce]**, 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 the parties from January 1, **[year of divorce]**, through the date of divorce. Each party will file a federal income tax return in accordance with I.R.C. sections 66(a) and 879(a) for the entire year ending December 31, **[year of divorce]**.

Each party will be solely liable for the tax liability shown on [his or her/his/her] return and will timely pay and hold the other party and the other party's property harmless from any liability of the reporting party for federal income taxes for the calendar year **[year of divorce]**.

There are major differences in the allocation of income between the general rule (see [2.M.3.b.](#)) and I.R.C. § 66(a). The parties should be advised by a qualified tax adviser about the proper allocation of income when filing under this code section.

Each party will use as a credit against that party's income tax liability for **[year of divorce]** 100 percent of all estimated tax payments and withholding taxes made by, in the name of, or for the benefit of that party, 50 percent of the prior year tax overpayment carryforward of the parties to the calendar year **[year of divorce]**, and 50 percent of all estimated tax payments made in the names of both parties for the period prior to the date of divorce.

If the Internal Revenue Service disallows the reporting of community income in accordance with sections 66(a) and 879(a), allocation of tax liability will still be made in the same proportions as though the income tax were calculated under section 66(a) and each party will pay or reimburse the other party for the amount of income tax paid by the other party in excess of the amount of income tax the other party would have paid if I.R.C. section 66(a) had applied.

Continue with the following.

2.M.4. Indemnification

For the calendar year **[year of divorce]**, each party will indemnify and hold the other party and the other party's property harmless from any tax liability associated with the reporting party's federal income 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.

2.M.5. *Preparation of Returns for
Year of Divorce*

2.M.5.a. *Exchange of Information*

Each party will furnish such information to the other party as is requested to prepare the requesting party's federal income tax returns for any year preceding or including **[year of divorce]** within thirty days of receipt of a written request for the information, and in no event will the available information for **[year of divorce]** be exchanged later than March 1, **[year following year of divorce]**. As requested information becomes available after that date, it will be provided within ten days of receipt.

2.M.5.b. *Third-Party Preparation*

Both parties will 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 each return in accordance with this agreement. Both parties will provide the information to the preparer within ten days of any request for the information.

Select one of the following.

[Name of party] will pay all fees and charges for the preparation and filing of each party's federal income tax return for the calendar year **[year of divorce]**, which payment will be made within ten days of receipt of the bill for those fees and charges.

Or

Each party will pay all fees and charges for the preparation and filing of that party's federal income tax return for **[year of divorce]**.

Continue with the following as applicable.

2.M.6. Preserving Records

Each party will preserve for a period of seven years from the date of divorce all presently existing financial and tax-related documents, information, and records relating to the community and separate estates of the parties and the preparation of the party's federal and, if applicable, state tax returns for [year of divorce]. Each party will allow the other party access to these documents, information, and records as reasonably necessary for the determination of that party's tax liability or to respond to an examination or audit by the Internal Revenue Service or other governmental agency within a reasonable time after receipt of written notice from the party requesting access to the documents, information, and records. Access will include the right to copy the documents, information, and records.

2.M.7. Payment of Taxes Not Income

All payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this Agreement Incident to 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.

2.M.8. Tax Exemption for Child[ren]

I.R.C. § 152(e) provides that the custodial parent will be entitled to dependency exemptions under I.R.C. § 151 for dependent children unless the custodial parent executes IRS Form 8332 (form 24-30 in this manual). Form 8332 may be used to release the exemption for a single year, for a number of specified years, or for all future years. See the practice notes at section 23.46.

Use 2.M.8.a. if the parties agree that one party will have the exclusive right to claim a child as a dependent for income tax purposes.

2.M.8.a. Exemption to One Party

[Name of party A] will have the sole right to claim **[name[s] of child[ren]]** as [a dependent/dependents] for income tax purposes on **[name of party A]**'s income tax returns for all years beginning with the calendar year **[year]**. Not later than **[number]** days after the date of divorce **[name of party B]** will execute and deliver to **[name of party A]** at the law offices of **[name of attorney]** at **[location]** an IRS Form 8332 permitting **[name of party A]** this right. **[Name of party B]** will not to try to claim [the child/these children] as [a dependent/dependents] for income tax purposes beginning with the calendar year **[year]** unless **[name of party A]** has executed and delivered to **[name of party B]** an IRS Form 8332 permitting **[name of party B]** that right.

Or

Use [2.M.8.b.](#) if the parties agree that they will split having the exclusive right to claim a child as a dependent for income tax purposes on an even-and odd-numbered-year basis.

2.M.8.b. Exemption Split between Parties

[Name of party A] will have the sole right to claim **[name[s] of child[ren]]** as [a dependent/dependents] for income tax purposes on **[name of party A]**'s income tax returns for even-numbered years beginning with the calendar year **[year]**. Not later than **[number]** days after the date of divorce **[name of party B]** will execute and deliver to **[name of party A]** at the law offices of **[name of attorney]** at **[location]** an IRS Form 8332 permitting **[name of party A]** this right. **[Name of party B]** will not to try to claim [the child/these children] as [a dependent/dependents] for income tax purposes for even-numbered years beginning with the calendar year **[year]** unless **[name of party A]** has executed

and delivered to [name of party B] an IRS Form 8332 permitting [name of party B] that right.

[Name of party B] will have the sole right to claim [name[s] of child[ren]] as [a dependent/dependents] for income tax purposes on [name of party B]'s income tax returns for odd-numbered years beginning with the calendar year [year]. Not later than [number] days after the date of divorce [name of party A] will execute and deliver to [name of party B] at the law offices of [name of attorney] at [location] an IRS Form 8332 permitting [name of party B] this right. [Name of party A] will not to try to claim [the child/these children] as [a dependent/dependents] for income tax purposes for odd-numbered years beginning with the calendar year [year] unless [name of party B] has executed and delivered to [name of party A] an IRS Form 8332 permitting [name of party A] that right.

2.M.9. Tax Audit

The parties will cooperate with each other and exchange all relevant information, notices, and documents in the event of an audit or examination (or notice thereof) of their income tax returns for any period during their marriage through the date of divorce by the Internal Revenue Service or other governmental agency, and each party will have the right to participate, at that participant party's cost and expense, in that audit or examination individually or by that party's designated representative.

**2.N. Division of Assets and
Liabilities Not Provided for
in Agreement**

2.14 Assets and Liabilities Not Divided in Agreement

Any assets of the parties not divided by this agreement will be subject to future division as provided in the Texas Family Code.

As a part of the division of the estate of the parties, any liability not expressly assumed by a party under this agreement will be paid by the party incurring the liability, who will indemnify and hold the other party and the other party's property harmless from any failure to so discharge the liability.

**2.O. Confirmation of Separate
Property**

2.15 Confirmation of Separate Property

2.O.1. To Petitioner

The following property is confirmed as the separate property of **[name of petitioner]**: **[include appropriate property descriptions]**.

2.O.2. To Respondent

The following property is confirmed as the separate property of **[name of respondent]**: **[include appropriate property descriptions]**.

**2.P. Future Use and Disposition
of Credit Cards**

2.16 Future Use and Disposition of Credit Cards

2.P.1. For Petitioner

[Name of petitioner] will have the exclusive use of the following credit card[s] and **[name of respondent]** will not use or incur 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 of respondent] will return the following card[s] to [name of petitioner] 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].

2.P.2. For Respondent

[Name of respondent] will have the exclusive use of the following credit card[s] and [name of petitioner] will not use or incur 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 of petitioner] will return the following card[s] to [name of respondent] 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].

2.P.3. No Use of Certain Cards

[Name of petitioner] and [name of respondent] will not use or incur 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].

3. *Transfer and Delivery of Property*

Article 3

Transfer and Delivery of Property

3.A. *Execution of Instruments*

3.1 *Execution of Instruments*

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

The following are examples.

1. Special Warranty Deed [include if applicable: in the form attached to this agreement as Exhibit [exhibit number/letter]]; [See form 24-3.]
2. Special Warranty Deed with Encumbrance for Owelty of Partition [include if applicable: in the form attached to this agreement as Exhibit [exhibit number/letter]]; [See form 24-4.]
3. Real Estate Lien Note [include if applicable: in the form attached to this agreement as Exhibit [exhibit number/letter]]; [See form 24-6.]
4. Deed of Trust [include if applicable: in the form attached to this agreement as Exhibit [exhibit number/letter]]; [See form 24-5.]
5. Deed of Trust to Secure Assumption [include if applicable: in the form attached to this agreement as Exhibit [exhibit number/letter]]; [See form 24-7 and/or form 24-37.]

6. Owelty Deed of Trust or Deed of Trust with Owelty Lien [**include if applicable:** in the form attached to this agreement as Exhibit [**exhibit number/letter**]]; [**See form 24-10.**]

7. Deed without Warranty [**include if applicable:** in the form attached to this agreement as Exhibit [**exhibit number/letter**]]; [**See form 24-8.**]

8. Assignment of escrow funds letter [**include if applicable:** in the form attached to this agreement as Exhibit [**exhibit number/letter**]]; [**See form 24-14.**]

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

10. Assignment of utility deposits [**include if applicable:** in the form attached to this agreement as Exhibit [**exhibit number/letter**]]; [**See form 24-15.**]

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

12. Power of attorney to transfer motor vehicle [**include if applicable:** in the form attached to this agreement as Exhibit [**exhibit number/letter**]]; [**See form 24-1.**]

13. Stock transfer certificate [**include if applicable:** in the form attached to this agreement as Exhibit [**exhibit number/letter**]]; [**See form 24-17.**]

14. Operating Trust Agreement for Jointly Owned Property after Divorce [**include if applicable:** in the form attached to this agreement as Exhibit [**exhibit number/letter**]]; [**See form 24-19.**]

15. Security Agreement with Collateral Pledge [include if applicable: in the form attached to this agreement as Exhibit [exhibit number/letter]]; [See form 24-20.]

16. Assignment of interest [include if applicable: in the form attached to this agreement as Exhibit [exhibit number/letter]]. [See form 24-16.]

3.B. Delivery of Property

3.2 Delivery of Property

[Name of party] will deliver to [name of other party] on [date], at [time] at [address] these items:

The following are examples.

1. [Year, make, and model] 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].

List specifically such items as certificates of deposit, stocks, bonds, business records, insurance policies, tax basis records, furniture, jewelry, art, and so forth.

Repeat 3.A. and/or 3.B. as needed for the other party.

And/Or

3.C. Continuation of Health Insurance Coverage (COBRA)

*TIC §§ 1251.301–.302;
26 USC § 4980B;
29 USC § 1161 et seq.;
42 USC § 300bb–1 et seq.*

3.3 Continuation of Health Insurance

[Name of employee spouse] will give written notice of the Court’s signing of the Final Decree of Divorce to [his/her] employer within five business days after the date of the Court’s signing. [Name of employee spouse] will include in the notice to the employer the last known mailing address of [name of nonemployee spouse] and will send a copy of the notice to [name of nonemployee spouse]. [Name of employee spouse] will also furnish to [name of nonemployee spouse] a copy of the presently existing health insurance card and any documentation explaining the benefits under the coverage within five business days after the Court’s signing of the divorce decree, unless previously provided.

4. Spousal Maintenance

Article 4

Spousal Maintenance

Parties should not include any provisions deviating from chapter 8 of the Family Code unless they want to exceed the amount of monthly spousal maintenance or the duration of spousal maintenance that a court may order without an agreement. Parties wanting to deviate from the termination grounds set forth in section 8.056 of the Family Code should use the alimony provisions instead, as that deviation may cause a court to find the postdivorce support is not spousal maintenance, despite what the parties call it.

[Name of paying party] will pay spousal maintenance to [name of receiving party] of [number] dollars (\$[amount]) per month for [number] months, beginning on [date], with each payment being due and payable on the [day of

month] of each month. The maintenance obligation will terminate earlier on the first occurrence of an event set forth in section 8.056 of the Texas Family Code.

The parties stipulate that under chapter 8 of the Texas Family Code, without an agreement of the parties, the maximum monthly spousal maintenance obligation the Court could order [**name of paying party**] to pay [**name of receiving party**] is [**number**] dollars (\$[**amount**]) and the maximum duration of a spousal maintenance obligation the Court could order [**name of paying party**] to pay [**name of receiving party**] is [**number**] months. [**Include if applicable:** The parties understand that the Court may not enforce by contempt or income withholding any provision of an agreed order for maintenance that exceeds the amount of periodic support the Court could have ordered under chapter 8 of the Family Code or for any period of maintenance beyond the period of maintenance the Court could have ordered under that chapter.]

This spousal maintenance obligation will be governed by the provisions of chapter 8 of the Texas Family Code and may be modified, enforced, or terminated only in accordance with those provisions.

5. *Alimony*

Article 5

Alimony

The following language is intended for *contractual alimony only*, as contrasted with court-ordered spousal maintenance.

Contractual alimony, unlike chapter 8 spousal maintenance, is not modifiable except as specifically provided in the agreement.

5.A. Purpose and Intent*5.1 Purpose and Intent of Article*

It is the mutual desire of the parties to provide a continuing measure of support for **[name of receiving party]** after divorce. These support payments undertaken by **[name of paying party]** are intended as contractual alimony, and all provisions of this article will be interpreted in a manner consistent with that intention. This alimony obligation is contractual in nature and will not be governed by the provisions of chapter 8 of the Texas Family Code and may not be modified, enforced, or terminated in accordance with those provisions.

5.B. Terms, Conditions, and Contingencies*5.2 Terms, Conditions, and Contingencies**5.B.1. Amount*

Amount—**[Name of paying party]** will pay to **[name of receiving party]** **[number]** dollars (\$**[amount]**) per month as alimony. These payments will be payable **[specify]**, on or before the **[specify]** day of each month, beginning on the first such day after the date of divorce in this case. **[Include if applicable: In addition, **[name of paying party]** will pay [directly to **[name of receiving party]**/ to **[name]** for the benefit of **[name of receiving party]**] the following expenses as additional alimony: **[specify expenses, e.g., premiums on insurance insuring life of **[name of paying party]**].]****

*5.B.2. Term**a. Indefinite Term*

Term—The payments will be for an indefinite term and will continue until terminated in accordance with this agreement.

Or

b. Limited Term

Term—Unless terminated earlier in accordance with this agreement, the payments will end on **[date]**, with the last payment being due on **[date]**, providing all payments have been made.

Include 5.B.3. through 5.B.8. as applicable.

5.B.3. Receiving Party Death Contingency

Death of **[name of receiving party]**—The alimony obligation will terminate at the death of **[name of receiving party]**.

5.B.4. Receiving Party Remarriage Contingency

Remarriage of **[name of receiving party]**—The alimony obligation will [also] terminate at the remarriage of **[name of receiving party]** [**include if applicable:** , including remarriage to **[name of paying party]**].

5.B.5. Receiving Party Cohabitation Contingency

Cohabitation by **[name of receiving party]**—The alimony obligation will [also] terminate on the cohabitation by **[name of receiving party]** with another person with whom **[name of receiving party]** has a dating or romantic relationship in a permanent place of abode on a continuing basis.

5.B.6. Other Contingencies

[Other contingencies]—The alimony obligation will [also] terminate on the following contingencies: **[specify other contingencies]**.

Select 5.B.7. or 5.B.8.

5.B.7. *Paying Party Death
Contingency*

Death of **[name of paying party]**—The alimony obligation will [also] terminate at the death of **[name of paying party]**.

Or

5.B.8. *Claim against Estate*

Claim against Estate—If **[name of paying party]** dies before fulfilling the obligations of this article, the remaining obligations under this article will fully bind **[name of paying party]**'s estate. **[Include if applicable: The remaining obligation may be wholly or partially discharged by life insurance proceeds paid to **[name of receiving party]** [include if applicable: , even if **[name of paying party]**'s alimony obligation included payment of expenses to **[name]** for the benefit of **[name of receiving party]**].]**

Include 5.B.9. if applicable.

5.B.9. *Insurance*

Insurance—As long as alimony is payable under this article, **[name of paying party]** will name and maintain **[name of receiving party]** as the primary beneficiary to a portion of the proceeds on the following life insurance policies: **[specify name of company, policy number, face amount of policy, and amount agreed to keep in force for each policy]**.

As long as alimony is payable under this article, **[name of paying party]** will keep the life insurance in full force and effect, at **[name of paying party]**'s expense, in an amount sufficient to pay the sum of the then-remaining alimony payments under this article. Within thirty days after receiving written request, **[name of paying party]** will furnish written proof from the life insurance company confirming the coverage required under this article. The policies

described in this paragraph will not be pledged or encumbered so as to impair [name of receiving party]'s protection.

Caution: When providing for insurance coverage, be sure to include provisions for disposition of excess insurance benefits to be payable to either the insured's estate or some third party.

Continue with the following. Modify if payments are to be made to a third party for the receiving party's benefit.

5.B.10. Payment Procedures

Payment Procedures—[Name of paying party] will make all alimony payments, except as provided otherwise, by personal check, money order, or cashier's check payable to [name]. All payments sent by mail should be addressed as follows: [specify address] or at such other address[es] of which [name of receiving party] notifies [name of paying party] in writing. Payments will be timely made if deposited in the U.S. mail on or before the date provided for the payment under this article and if delivered to [name of receiving party] no more than ten days later.

Continue with the following as applicable.

5.C. Reduction of Amount of Alimony

5.3 Reduction of Amount of Alimony

The amount of monthly alimony then payable under this article will be reduced by the [percentage/dollar amount] indicated on the occurrence of each of the following events:

Select as applicable. Do not include the marriage of the receiving party as a reduction event if it is included above as a termination event.

1. Marriage of **[name of receiving party]**: **[[percent]** percent/**[number]** dollars (**[\$amount]**)).
2. Sale of property located at **[address]**: **[[percent]** percent/**[number]** dollars (**[\$amount]**)).
3. **[Specific date or other condition]**: **[[percent]** percent/**[number]** dollars (**[\$amount]**)).
4. Disability of **[name of paying party]** to the extent that **[name of paying party]** is unable to be gainfully employed and qualifies for Social Security disability benefits (or qualifies for disability benefits under private disability insurance then in effect). The amount of reduction will be equal to the percentage of reduction in **[name of paying party]**'s gross monthly income, whether taxable or not.

5.D. Nontransferability

5.4 Nontransferability

Neither the agreement to pay alimony nor the right to receive alimony under this article is assignable or transferable.

5.E. Default and Acceleration

5.5 Default and Acceleration

[Name of paying party] agrees that time is of the essence in the payment of the periodic alimony payments. If default is made by **[name of paying party]** in the prompt payment of any periodic amounts due under the terms of this agreement and if, after notice, the default continues for a period of more than **[number]** days, the entire remaining alimony obligation of **[name of paying party]**, at the option of **[name of receiving party]**, will then be accelerated,

together with an amount sufficient to reimburse **[name of receiving party]** for any reasonable expenses resulting from the default by **[name of paying party]**, including attorney's fees, costs of suit, and tax and/or penalty. **[Name of receiving party]** will be entitled to a money judgment for these amounts, such amounts to be confirmed by the court having jurisdiction over the proceedings initiated by **[name of receiving party]** to secure that judgment, subject to the proven affirmative defenses, if any, of **[name of paying party]**.

If additional security for alimony is available, such as oil and gas royalties, security provisions to secure payments should be included.

Articles 6. and 7. dealing with mediation and arbitration should be used only when desired and specifically requested by the parties. For more discussion on alternative dispute resolution procedures, see chapter 18 of this manual.

6. **Mediation/Collaborative Law**

Article 6

[Mediation/Collaborative Law/Mediation and Collaborative Law]

6.1 *[Mediation/Collaborative Law/Mediation and Collaborative Law]*

[Subject to any dispute resolution process designated in the parenting plan contained in the Final Decree of Divorce or any modification of that parenting plan, any/Any] claim or controversy arising out of the Final Decree of Divorce or the Agreement Incident to Divorce that cannot be resolved by direct negotiation will be mediated as provided in chapter 154 of the Texas Civil Practice and Remedies Code.

And/Or

[Subject to any dispute resolution process designated in the parenting plan contained in the Final Decree of Divorce or any modification of that par-

enting plan, if/If] any claim or controversy arising out of the Final Decree of Divorce or the Agreement Incident to Divorce cannot be resolved by direct negotiation [**include if applicable:** or mediation], the collaborative law process provided in title 1–A of the Texas Family Code will be used.

7. Arbitration

Article 7

Arbitration

7.1 Arbitration

[Subject to any dispute resolution process designated in the parenting plan contained in the Final Decree of Divorce or any modification of that parenting plan, any/Any] claim or controversy arising out of the Final Decree of Divorce or the Agreement Incident to Divorce that cannot be resolved 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. The cost of the arbitration will be paid [[**percent**] percent by [**name**] and [**percent**] percent by [**name**]/as awarded by the arbitrator].

8. General Provisions

Article 8

General Provisions

8.A. Approval by Court*8.1 Approval by Court*

This agreement will be submitted for approval to the court having jurisdiction of the divorce. If a decree of divorce is not rendered and signed within [number] days from the date of this agreement, this agreement will be void.

This agreement is made in accordance with section 7.006 of the Texas Family Code.

8.B. Disclosure*8.2 Disclosure*

Each party represents and warrants to the other party that [he or she/he/she] has [include if applicable: , to the best of [his or her/his/her] ability,] made to the other party a [complete and accurate/fair and reasonable] disclosure of the nature and extent of the community estate, including values, and financial obligations, contingent or otherwise.

8.C. Release of All Claims*8.3 Release of All Claims*

Each party to this agreement releases the other from all claims, liabilities, debts, obligations, actions, and causes of action of every kind relating to or arising from the marriage between the parties, including any matters that could have been claimed at this time but were not. However, neither party is relieved or discharged from any obligation contained in this agreement or under any instrument or document executed in accordance with this agreement.

8.D. Indemnification*8.4 Indemnification*

Each party represents and warrants that [he or she/he/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 agreement. Each party agrees 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 that other party's 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/him/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.

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.

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 agreement.

8.E. Litigation

8.5 Litigation

Each party represents and warrants that there are no known actions, suits, or proceedings pending or threatened against either party or the community estate or affecting any community properties or rights, at law or in equity or before any federal, state, municipal, or other governmental agency or instrumentality, domestic or foreign, and that [he or she/he/she] is not aware of any facts that might result in any action, suit, or proceeding.

8.F. Execution of Other Documents

8.6 Execution of Other Documents

Each party will, within ten days of receiving written notice from the other party, execute and deliver to the other party any deeds, bills of sale, assignments, consents to change of beneficiaries of insurance policies, tax returns, and other documents and will do or cause to be done any other reasonable and necessary acts and things as may be necessary to effectuate the provisions and purposes of this agreement. If either party fails to comply with this provision, that party will pay to the other all attorney's fees, costs, and other expenses reasonably and necessarily incurred as a result of that failure.

8.G. Entire Agreement*8.7 Entire Agreement*

This Agreement Incident to Divorce and the Agreed Final Decree of Divorce supersede all other agreements, either oral or in writing, between the parties relating to the rights and liabilities arising out of their marriage. This Agreement Incident to Divorce and the Agreed Final Decree of Divorce contain the entire agreement of the parties.

8.H. Partial Invalidity*8.8 Partial Invalidity*

If any provision of this agreement is for any reason found to be unenforceable, all other provisions will nevertheless remain enforceable.

8.I. No Construction against Draftsman*8.9 No Construction against Draftsman*

No provision of this agreement may be interpreted for or against any party because the party or the party's legal representative drafted the provision.

8.J. Waiver of Breach*8.10 Waiver of Breach*

The waiver of any breach of any provision of this agreement will not waive any other breach of that or any other provision.

8.K. Amendment or Modification*8.11 Amendment or Modification*

This agreement may be amended or modified only by a written instrument signed by both parties.

Subsequent agreements after entry of a final decree are enforceable as contracts only.

8.L. Successors and Assigns

8.12 Successors and Assigns

This agreement, except as it otherwise expressly provides, will bind and inure to the benefit of the respective legatees, devisees, heirs, executors, administrators, assigns, and successors in interest of the parties.

8.M. Notice

8.13 Notice

Any notice to be given under this agreement by either party to the other must be in writing and may be effected by registered or certified mail, return receipt requested. Notice to **[name]** will be sufficient if made or addressed to **[name and full address]**. Notice to **[name]** will be sufficient if made or addressed to **[name and full address]**.

Each party may change the address for notice to [him or her/him/her] by giving notice of that change in accordance with the provisions of this paragraph.

8.N. Governing Law

8.14 Law Governing Agreement

This agreement must be construed, and its performance enforced, under Texas law.

8.O. Attorney's Fees and Expenses for Enforcement*8.15 Attorney's Fees and Expenses for Enforcement*

Reasonable attorney's fees and expenses of a party incurred in successfully prosecuting or defending a suit under this agreement against the other party or the other party's estate will be recoverable by the successful party in the action.

8.P. Place of Performance*8.16 Place of Performance*

All rights, duties, and obligations under this agreement are payable and enforceable in [county] County, Texas.

8.Q. Bill of Review*8.17 Bill of Review*

If either party seeks a modification of this agreement by equitable bill of review and the initiating party fails to succeed in setting aside this agreement, the initiating party will be liable to the defending party for any costs, attorney's fees, consultant's fees, appraisal fees, and any other expenses incurred in defending the action.

Include 8.R. if applicable.

8.R. Sealing of Records*8.18 Sealing of Records and Agreement Not to Discuss Case*

The parties will jointly move the Court to seal all records related to this case.

The parties will not discuss, publish, broadcast, or otherwise disseminate any information about this case to third parties unless the disclosure is with an attorney, accountant, or health-care provider, in a professional relationship, or in response to a valid court process.

Include 8.S. if applicable.

**8.S. Discharge from Discovery
Retention Requirement**

8.19 Discharge from Discovery Retention Requirement

The parties will jointly move the Court to order that they 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.

**8.T. Merger of Mediation/
Collaborative Law/Informal
Settlement Agreement**

*8.20 Merger of [Mediation/Collaborative Law/Informal Settlement]
Agreement*

This agreement is stipulated to represent a merger of a [mediation/collaborative law/informal settlement] agreement dated [date] between the parties. To the extent there exist any differences between the [mediation/collaborative law/ informal settlement] agreement and this agreement, this agreement shall control in all instances.

**8.U. Agreement Voluntary and
Clearly Understood**

8.21 Agreement Voluntary and Clearly Understood

Each party to this agreement—

- (a) is completely informed of the facts relating to the subject matter of this agreement and of the rights and liabilities of both parties;
- (b) enters into this agreement voluntarily after receiving the advice of independent counsel or declining to retain independent counsel although being advised to do so;
- (c) has given careful and mature thought to the making of this agreement;
- (d) has carefully read each and every provision of this agreement;
- (e) completely understands the provisions of this agreement, concerning both the subject matter and the legal effect;
- (f) stipulates this agreement to be a just and right division of marital debts and assets; and
- (g) states that this agreement was signed without any coercion, any duress, or any agreement other than those specifically set forth in this agreement.

EXECUTED in multiple originals on the date of the acknowledgments shown below, with originals for the parties and their attorneys [**include if applicable:** and one to be filed among the papers of this case].

[Name]

[Name]

• *Approvals*

APPROVED AS TO FORM:

[Name]

Attorney for [name of party]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for [name of party]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____
by [name of person acknowledging].

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____
by [name of person acknowledging].

Notary Public, State of Texas

Attach any schedules used to list assets and debts divided.
The schedules should be signed by the parties.

Form 23-7

Questions for Prove-Up of Agreed Divorce

- Q: Would you state your name, please?
- Q: Are you presently married to **[name]**?
- Q: Have you been a domiciliary of Texas for the preceding six-month period and a resident of this county for the preceding ninety-day period?
- Q: Were you married to **[name]** on **[date]**, and did you cease to live together as spouses on or about **[date]**?
- Q: Has your marriage to **[name]** become insupportable because of a discord or conflict of personalities that destroys the legitimate ends of the marriage relationship?
- Q: Is there any reasonable expectation of reconciliation?
- Q: [Was/Were] there **[number]** child[ren] born during this marriage?
- Q: [Is/Are] [that/those] child[ren] **[name]**, age **[age]** **[continue as applicable: , and [name], age [age]]**?
- Q: Were any children adopted?
- Q: [Is your wife/Are you] expecting a child at this time?
- Q: Were there any court-ordered conservatorships, guardianships, or other court-ordered relationships affecting [this/these] child[ren] before this divorce proceeding?
- Q: [Does/Do] the child[ren] own any property?

- Q: Are you and your [husband/wife] presenting a proposed final parenting plan to the court that is contained in your proposed final decree of divorce?
- Q: Do you think that the proposed parenting plan is in the best interest of the child[ren], and do you ask the court to approve that proposed parenting plan?
- Q: Have you and your [husband/wife] made an agreement concerning the division of your property and debts that is contained in your proposed final decree of divorce?
- Q: Do you think that the agreement is a just and right division of the community estate?
- Q: Are you familiar with your [husband/wife]'s signature? Does your [husband/wife]'s signature appear on the last page of your proposed final decree of divorce? Does your signature appear there too? Does the proposed final decree of divorce contain the agreements you and your [husband/wife] made?
- Q: Are you asking the court to grant you a divorce and approve all the agreements you and your [husband/wife] made in the proposed final decree of divorce?

THAT'S ALL I HAVE, YOUR HONOR.

Form 23-8

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Waiver of Prohibition against Remarriage

This Motion for Waiver of Prohibition against Remarriage is brought by [**name of movant**], [**party designation**], who requests the Court to waive the provision of section 6.801 of the Texas Family Code that neither party to a divorce may remarry a third party before the thirty-first day after the date of divorce.

There is good cause for a waiver of the prohibition against remarriage in that [**specify good cause**].

[**Name of movant**] prays that the Court make a record of the final hearing on dissolution of marriage and grant the relief requested.

[**Name**]

Attorney for [**name of movant**]

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Notice of Hearing

IT IS ORDERED that the hearing on the above Motion for Waiver of Prohibition against Remarriage is set on _____ at _____ .M. in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name of movant**]

Form 23-9

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Waiver of Prohibition against Remarriage

On **[date]** the Court considered the Motion for Waiver of Prohibition against Remarriage of **[name of movant]**.

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

The Court finds good cause has been shown to waive the provision that neither party to a divorce may marry a third party before the thirty-first day after the date of the divorce decree.

IT IS THEREFORE ORDERED that the prohibition against remarriage in section 6.801 of the Texas Family Code is waived, and **[name of movant]** may marry a third party before the thirty-first day after the date of the divorce decree.

SIGNED on _____.

JUDGE PRESIDING

Form 23-10

For an unsworn declaration to prove up an agreed final decree of divorce, see form [23-11](#).

Include the following notice if a minor is named in the caption or if the decree contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit to Prove Up Agreed Final Decree of Divorce

[[**Name of petitioner**]/[**name of respondent**]] appeared in person before me today and stated under oath:

“My name is [[**name of petitioner**]/[**name of respondent**]]. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“I am the [petitioner/respondent] in this case. [[**Name of respondent**]/[**name of petitioner**]] is my spouse.

Select one of the following.

“At the time [I/my spouse] filed this suit for divorce, [I/my spouse] had been a domiciliary of Texas for the preceding six months and a resident of this county for the preceding ninety days.

Or

“I am domiciled in another state or nation. At the time I filed this suit for divorce, my spouse had been a domiciliary of Texas for the preceding six months and was a resident of this county.

Continue with the following.

“My spouse and I were married on or about **[date of marriage]** and ceased to live together as spouses on or about **[date of separation]**.

“The marriage has become insupportable because of discord or conflict of personalities between my spouse and me that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation.

Select one of the following.

“No children were born or adopted during this marriage and none is expected.

Or

“There is no child of the marriage now under eighteen years of age or otherwise entitled to support and none is expected.

Or

“[One child was/**[Number]** children were] born or adopted during this marriage. The name[s] and age[s] of [the/each] child are: **[name and age of each child]**. The [child does/children do] not own any property of consequence. No other child of the marriage is expected.

Include one of the following if there are minor children.

“There were no court-ordered conservatorships, guardianships, or other court-ordered relationships affecting the child[ren] before this divorce proceeding.

Or

“The following court-ordered conservatorships, guardianships, or other court-ordered relationships affecting the child[ren] existed before this divorce proceeding: [**describe each court-ordered relationship, including the court and cause number that ordered the relationship**].

Continue with the following if
there are minor children.

“My spouse and I have reached an agreement regarding the child[ren], contained in the proposed Final Decree of Divorce, which includes provisions regarding conservatorship, possession, child support, health insurance, and dental insurance. These provisions are in the best interest of the child[ren].

“Pursuant to the agreements in the proposed Final Decree of Divorce, I have filed with the Court a proposed Income Withholding for Support order to withhold support from [my spouse’s/my] income for the support of our child[ren]. I ask the Court to sign the Income Withholding for Support order.

Continue with the following in all cases.

“My spouse and I have reached an agreement regarding the division of the community estate, both assets and liabilities of the marriage, which is set forth in [the proposed Final Decree of Divorce/an agreement signed by my spouse and me that is [not] filed with the Court]. The proposed division of the community estate is a just and right division of that estate.

Include any of the following that are
applicable.

“I have filed with the Court an agreed proposed [**name of retirement division order**], which divides retirement benefits pursuant to [the agreements in the proposed Final Decree of Divorce/an agreement signed by my spouse and me that is [not] filed with the Court]. I ask the Court to sign the [**name of retirement division order**].

And/Or

“[The Final Decree of Divorce/An agreement signed by my spouse and me that is [not] filed with the Court] contains a description of property that my spouse and I agree is [my separate property/my spouse’s separate property/my and my spouse’s respective separate property].

And/Or

“The Final Decree of Divorce contains provisions for [me/my spouse] to pay spousal maintenance to [my spouse/me].

And/Or

“[The Final Decree of Divorce/An agreement signed by my spouse and me that is [not] filed with the Court] contains provisions for [me/my spouse] to pay contractual alimony to [my spouse/me].

And/Or

“My spouse and I ask the Court to change [my/my spouse’s] name from [**name**] to [**name**], a former name of [mine/my spouse’s].

Continue with the following.

“My spouse and I [**include if applicable:** , as well as our respective attorneys,] have signed the proposed Final Decree of Divorce [**include if applicable:** [,/and] [the agreement incident to divorce that is [not] filed with the Court] [and/, and] [**name of retirement division order**]]. I recognize my spouse’s signature where it appears on these documents. I respectfully ask the Court to grant this divorce and approve all the agreements my spouse and I have made in them.”

[[**Name of petitioner**]/[**name of respondent**]]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 23-11

For an affidavit to prove up an agreed final decree of divorce, see form [23-10](#).

Include the following notice if a minor is named in the caption or if the decree contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Declaration to Prove Up Agreed Final Decree of Divorce

My name is **[[name of petitioner]/[name of respondent]]**. I am above the age of eighteen years, and I am fully competent to make this declaration. The facts stated in this declaration are within my personal knowledge and are true and correct.

I am the [petitioner/respondent] in this case. **[[Name of respondent]/[name of petitioner]]** is my spouse.

Select one of the following.

At the time [I/my spouse] filed this suit for divorce, [I/my spouse] had been a domiciliary of Texas for the preceding six months and a resident of this county for the preceding ninety days.

Or

I am domiciled in another state or nation. At the time I filed this suit for divorce, my spouse had been a domiciliary of Texas for the preceding six months and was a resident of this county.

Continue with the following.

My spouse and I were married on or about **[date of marriage]** and ceased to live together as spouses on or about **[date of separation]**.

The marriage has become insupportable because of discord or conflict of personalities between my spouse and me that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation.

Select one of the following.

No children were born or adopted during this marriage and none is expected.

Or

There is no child of the marriage now under eighteen years of age or otherwise entitled to support and none is expected.

Or

[One child was/**[Number]** children were] born or adopted during this marriage. The name[s] and age[s] of [the/each] child are: **[name and age of each child]**. The [child does/children do] not own any property of consequence. No other child of the marriage is expected.

Include one of the following if there are minor children.

There were no court-ordered conservatorships, guardianships, or other court-ordered relationships affecting the child[ren] before this divorce proceeding.

Or

The following court-ordered conservatorships, guardianships, or other court-ordered relationships affecting the child[ren] existed before this divorce proceeding: **[describe each court-ordered relationship, including the court and cause number that ordered the relationship]**.

Continue with the following if there are minor children.

My spouse and I have reached an agreement regarding the child[ren], contained in the proposed Final Decree of Divorce, which includes provisions regarding conservatorship, possession, child support, health insurance, and dental insurance. These provisions are in the best interest of the child[ren].

Pursuant to the agreements in the proposed Final Decree of Divorce, I have filed with the Court a proposed Income Withholding for Support order to withhold support from [my spouse's/my] income for the support of our child[ren]. I ask the Court to sign the Income Withholding for Support order.

Continue with the following in all cases.

My spouse and I have reached an agreement regarding the division of the community estate, both assets and liabilities of the marriage, which is set forth in [the proposed Final Decree of Divorce/an agreement signed by my spouse and me that is [not] filed with the Court]. The proposed division of the community estate is a just and right division of that estate.

Include any of the following that are applicable.

I have filed with the Court an agreed proposed [**name of retirement division order**], which divides retirement benefits pursuant to [the agreements in the proposed Final Decree of Divorce/an agreement signed by my spouse and me that is [not] filed with the Court]. I ask the Court to sign the [**name of retirement division order**].

And/Or

[The Final Decree of Divorce/An agreement signed by my spouse and me that is [not] filed with the Court] contains a description of property that my spouse and I agree is [my sep-

arate property/my spouse's separate property/my and my spouse's respective separate property].

And/Or

The Final Decree of Divorce contains agreed provisions for [me/my spouse] to pay spousal maintenance to [my spouse/me].

And/Or

[The Final Decree of Divorce/An agreement signed by my spouse and me that is [not] filed with the Court] contains provisions for [me/my spouse] to pay contractual alimony to [my spouse/me].

And/Or

My spouse and I ask the Court to change [my/my spouse's] name from [**name**] to [**name**], a former name of [mine/my spouse's].

Continue with the following.

My spouse and I [**include if applicable:** , as well as our respective attorneys,] have signed the proposed Final Decree of Divorce [**include if applicable:** [,/and] [the agreement incident to divorce that is [not] filed with the Court] [and/, and] [**name of retirement division order**]]. I recognize my spouse's signature where it appears on these documents. I respectfully ask the Court to grant this divorce and approve all the agreements my spouse and I have made in them.

Use the following jurat except for an inmate.

My name is [**name**], my date of birth is [**date**], and my address is [**address, city, state, zip code, country**]. I declare under penalty of perjury that the foregoing is true and correct.

Executed in [**county**] County, [**state**] on _____.

[Name], Declarant

Use the following jurat for an inmate.

My name is [name], my date of birth is [date], and my inmate identifying number, if any, is [number]. I am presently incarcerated in [name of corrections unit] in [city, county, state, zip code]. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____.

[Name], Declarant

Chapter 24

Closing Documents

Form 24-1	Power of Attorney to Transfer Motor Vehicle	665
Form 24-2	Application for Texas Title and/or Registration.	666
Form 24-3	Special Warranty Deed.	668
Form 24-4	Special Warranty Deed with Encumbrance for Owelty of Partition	671
Form 24-5	Deed of Trust	676
Form 24-6	Real Estate Lien Note.	686
Form 24-7	Deed of Trust to Secure Assumption [without Maturity Date]	690
Form 24-8	Deed without Warranty	698
Form 24-9	Quitclaim	701
Form 24-10	Deed of Trust to Secure Owelty of Partition	703
Form 24-11	Mineral Deed	713
Form 24-12	Royalty Deed	716
Form 24-13	Real Estate Title Letter.	719
Form 24-14	Letter to Mortgage Company—Assignment of Escrow Funds	721
Form 24-15	Assignment of Utility Deposits	722
Form 24-16	Assignment of Interest	723
Form 24-17	Irrevocable [Stock/Bond] Power	726
Form 24-18	Release of Judgment	727
Form 24-19	Operating Trust Agreement for Jointly Owned Property after Divorce	729
Form 24-20	Security Agreement with Collateral Pledge and Appointment of Escrow Agent	732
Form 24-21	Unsecured Note	740
Form 24-22	Note	743
Form 24-23	Security Agreement	746
Form 24-24	UCC1 Financing Statement	758

Form 24-25	Letter to Insurance Company Requesting Change-of-Beneficiary Forms	759
Form 24-26	Letter to Life Insurance Company—Status of Policy	760
Form 24-27	Letter to Health or Dental Insurance Company—Request for Certificate of Coverage	761
Form 24-28	Letter to Group Health Insurance Plan—Notice of Severance of the Family Relationship	763
Form 24-29	Letter to Group Health Insurance Plan—Request for Continued Coverage	764
Form 24-30	Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent	766
Form 24-31	Change of Address	768
Form 24-32	Transfer under the Texas Uniform Transfers to Minors Act	769
Form 24-33	Letter to Client Regarding Alternatives for Preparation of Real Estate Closing Documents	770
Form 24-34	Letter to Client at Conclusion of Representation	772
Form 24-35	Letter to Client Regarding Changing Beneficiary and Fiduciary Designations	777
Form 24-36	Notice of Judgment	779
Form 24-37	Deed of Trust to Secure Assumption [with Maturity Date]	780

Form 24-1



Limited Power of Attorney for Eligible Motor Vehicle Transactions

Information

All sections of this form must be properly completed in order for this document to be accepted. Original signatures are required, only black or blue ink are acceptable, and no alterations are allowed on this form.

This completed and signed form grants the grantee, with full power of substitution, full power and authority to perform every act necessary and proper to purchase, transfer, and assign the legal title to the motor vehicle described on behalf of the grantor. "Full power of substitution" means that whoever is given this power of attorney may delegate that power by putting another person in his or her place by a substitute power of attorney.

This power of attorney cannot be used in a dealer transaction to complete a title assignment on a motor vehicle subject to federal odometer disclosure. In compliance with federal law, the secure *Power of Attorney for Transfer of Ownership to a Motor Vehicle* (Form VTR-271-A) must be used when use of a power of attorney is permitted by the applicable regulations for a vehicle subject to federal odometer disclosure.

If a power of attorney is used to apply for title, initial registration, or a certified copy of title, the grantor (person signing this form) and the grantee (person signing the application) must include a photocopy of their photo identification as required by state law.

Vehicle Information

Vehicle Identification Number	Year	Make	Body Style	Model
License Plate State and Number (if any)	Title/Document Number (if unknown, leave blank)			

Grantor Information

First Name (or Entity Name)	Middle Name	Last Name	Suffix (if any)
Address			
City	County	State	Zip

Grantee Information

First Name (or Entity Name)	Middle Name	Last Name	Suffix (if any)
Address			
City	County	State	Zip

Certification – State law makes falsifying information a third degree felony

I, the grantor of the county and state as listed above, owner of the motor vehicle described above, certify that I do make, constitute, and appoint the grantee of the county and state as listed above, or to anyone the grantee may substitute, my true and lawful attorney, for me and in my name, place, and stead to title, and to allow my attorney the authority to substitute as it pertains to the motor vehicle described above.

Signature of Grantor	Printed Name (Same as Signature)	Date

Application for Texas Title and/or Registration

Page 1 of 2

Application for Texas Title and/or Registration

General Instructions
With a few exceptions, you are entitled to be informed about the information the department collects about you. The Texas Government Code entitles you to receive and review the information and to request that the department correct any information about you that is incorrect. Please contact the Texas Department of Motor Vehicles at 1-888-368-4689 or 512-465-3000 for details. This form must be completed and submitted to your county tax assessor-collector accompanied by any required application fee, supporting documents, registration fee, if applicable, and any motor vehicle tax due. An application form may be reproduced or faxed. A completed form must contain the original signature of the buyer. The seller's signature may be reproduced or faxed. All title applications must include one of the government-issued photo IDs listed in Box 15. Detailed instructions for completing this form are located in the <i>Detailed Instructions for Application for Texas Title and/or Registration</i> (Form VTR-130-UIF). AVAILABLE HELP - For assistance in completing this form, contact your county tax assessor-collector. - For information about motor vehicle sales and use tax or emission fees, contact the Texas Comptroller of Public Accounts, Tax Assistance Section, at 1-800-252-1382 toll free nationwide or call 512-463-4600. - For title or registration information, contact your county tax assessor-collector or the Texas Department of Motor Vehicles at 1-888-368-4689 or 512-465-3000.
Additional Details
Title Only: License plates and registration insignia previously issued for this motor vehicle must be surrendered in accordance with Transportation Code §501.0275, if applicable, unless this vehicle displays a license plate under an applicable status of forces agreement. The following types of vehicles are not eligible for Title Only: construction machinery (unconventional vehicles), water well drilling units, machinery used exclusively for drilling water wells, construction machinery not designed to transport persons or property, implements of husbandry, farm equipment (including combines), golf carts, slow moving vehicles, or any vehicle with a suspended or revoked title. Registration Purposes Only: Do not surrender an original out of state title with this application. A Texas title will NOT be issued for a vehicle applying for Registration Purposes Only. The receipt issued upon filing this application will serve as the registration receipt and proof of application for Registration Purposes Only. Foreign Vehicles: Foreign vehicles applying for Registration Purposes Only must attach DOT Form HS-7 or U.S. Customs Form CF-7501 to indicate the vehicle is: 1) over 25 years old, or 2) complies with Federal Motor Vehicle Safety Standards, or 3) is being imported in the United States for a temporary period by a nonresident or a member of the armed forces of a foreign country on assignment in the U.S., and does not conform to the Federal Motor Vehicle Standards and cannot be sold in the U.S. Nontitle Registration: Certain trailers, farm equipment, construction machinery, oil well servicing machinery, water well drilling units, etc. are either exempt from, or not eligible for title, but are eligible for, or required to, obtain registration or a specialty plate in order to operate on the highway. Applicants should mark this box only when applicable. Note: A lien cannot be recorded on this type of application. Out of State Vehicles: If the applicant certifies the vehicle is located out of state, self-certification of the Vehicle Identification Number (VIN) is allowed if a VIN verification form issued by a Texas state-approved safety inspection station is not included with the submission of this application. See <i>Vehicle Identification Number Certification</i> (Form VTR-270) for more information.
Notice
- The sales and use tax must be paid to the county tax assessor-collector within 30 days from the date of purchase or entry of the vehicle into Texas. - A \$2.50 transfer fee is paid to transfer current registration to the new owner in addition to the title application fee and other applicable fees. If the registration is not current, full registration fees are due unless applying for Title Only. - A 6.25 percent motor vehicle sales and use tax is imposed on the sales price (less trade-in allowance) of motor vehicles for use in Texas or a motor vehicle purchased outside of the state and later brought into this state by a Texas resident. - Standard Presumptive Value (SPV) applies to private-party sales of most used motor vehicles purchased or brought into Texas. The tax is computed on the greater of the sales price or 80 percent of the SPV on the day of title application. - New Texas residents are subject to a \$90 use tax on a vehicle brought into this state that was previously registered to the new resident in another state or foreign country. This is in lieu of the 6.25 percent use tax imposed on a Texas resident. - A \$10 gift tax is due when a person receives a motor vehicle as a gift from an immediate family member, guardian, or a decedent's estate. A vehicle donated to, or given by, a non-profit service organization qualifying under IRC 501(c)(3) is also taxed as a gift. Both donor and recipient must sign the Comptroller's joint affidavit, <i>Affidavit of Motor Vehicle Gift Transfer</i> (Form 14-317). The affidavit and the title application must be submitted in person by either the donor or recipient. - A transaction in which a motor vehicle is transferred to another person without payment of consideration and one that does not qualify as a gift described above is a sale and will be subject to tax calculated on the vehicle's standard presumptive value. - A late penalty equal to 5 percent of the tax will be charged if the tax or surcharge is paid from 1 to 30 calendar days late. If more than 30 calendar days late, the penalty will be 10 percent of the tax; minimum penalty is \$1. - In addition to the late tax payment penalty, Texas Transportation Code provides for an escalating delinquent transfer penalty of up to \$250 for failure to apply for title within 30 days from the date of title assignment. Submit this application along with proper evidence of ownership and appropriate valid proof of financial responsibility such as a liability insurance card or policy. - All new residents applying for a Texas title and registration for a motor vehicle must file at the county tax assessor-collector of the county in Texas where the applicant resides within 30 days of establishing residency. Texas law requires that all vehicles previously registered and titled or registered in another state or country be inspected for safety and the vehicle identification number verified before such vehicles may be registered in Texas. These inspections must be made by a state appointed safety inspection station that will complete a Texas Vehicle Inspection Report. This form must be submitted to the county tax assessor-collector with your application for registration and Texas title.

Form 24-3

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:

Grantor:

Grantor's Mailing Address: **[include county]**

Grantee:

Grantee's Mailing Address: **[include county]**

Consideration:

The division of property ordered by the **[designation]** Court of **[county]** County, Texas, in Cause No. **[number]**, styled "**[style of case]**," and ten dollars and other valuable consideration paid by Grantee, and Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of **[dollars]** dollars (\$**[amount]**) dated **[date]**, executed by **[name]**, and payable to the order of **[name]**. The note is secured by a vendor's lien retained in a deed dated **[date]**, from **[name]** to **[name]**, and additionally secured by a deed of trust dated **[date]**, from **[name]** to **[name]**, Trustee, recorded in volume **[volume]**, page **[page]**, of the official public records of real property of **[county]** County, Texas. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note.

Property (including any improvements): **[property description]**

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

[**Include if applicable:** Grantor reserves [all/an undivided [**fraction**] of all] oil, gas, mineral, water, wind, and surface rights in and under the property and that may be produced from the property.]

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

Conveyance:

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

Grantor assigns to Grantee the casualty insurance policy on the property, all utility deposits for utility services at the property, and all funds held in escrow for payment of taxes and insurance premiums.

When the context requires, singular nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes due on the property for the current year.

[Name of grantor]

*This instrument was prepared based on
information furnished by the parties, and
no independent title search has been made.*

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by **[name of grantor]**.

Notary Public, State of Texas

After recording, return to:

[Name]

[Street address]

[City, state, zip]

Form 24-4

This form is to be used in conjunction with the Deed of Trust to Secure Owelty of Partition, form 24-10.

Special Warranty Deed with Encumbrance for Owelty of Partition

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:

Grantor:

Grantor's Mailing Address: **[include county]**

Grantee:

Grantee's Mailing Address: **[include county]**

Consideration:

Ten dollars and other good and valuable consideration paid by Grantee to Grantor, receipt and sufficiency of which are hereby acknowledged and:

- a. Grantee's assumption of and agreement to pay the unpaid principal and interest on that one certain promissory note, executed by Grantor and Grantee, in the original principal sum of \$**[amount]**, payable to the order of **[name]**, dated **[date]**, and secured by operation of a deed of trust executed by Grantor and Grantee, which encumbers the property herein conveyed; and

- b. Grantee's agreement to indemnify and hold Grantor harmless from the payment of the note described above and Grantee's assumption of the performance of Grantor's obligations required or specified in the deed of trust described above and any instruments securing payment of the note; and
- c. the execution and delivery by Grantee to Grantor of one certain Real Estate Lien Note in the principal sum of \$[**amount**], payable to the order of Grantor, dated [**date**], and secured by a vendor's lien, a lien for owelty, and superior title retained and additionally secured by deed of trust executed by Grantee herein to [**name**], Trustee.

Property:

House and lot situated in [**county**] County, Texas, known commonly as [**address**] and described as follows: [**legal description of property**].

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

[**Include if applicable:** Grantor reserves [all/an undivided [**fraction**] of all] oil, gas, mineral, water, wind, and surface rights in and under the property and that may be produced from the property.]

Grantor reserves the vendor's lien and a lien for owelty and superior title to the property until the Real Estate Lien Note payable to Grantor has been paid in full.

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

Conveyance:

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee Grantor's undi-

vided interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor assigns to Grantee the casualty insurance policy on the property, all utility deposits for utility service at the property, and all funds held in escrow for payment of taxes and insurance premiums.

Grantee assumes all ad valorem taxes due on the property for the current year.

Encumbrance for Owelty of Partition:

Grantor and Grantee are joint owners of the property by virtue of a deed dated [date] and recorded in volume [volume], page [page], of the Deed Records of [county] County, Texas. The property is the family homestead of Grantor and Grantee, who are parties in a suit for divorce styled "[style of case]," Cause No. [number], in the [designation] Court of [county] County, Texas. As an incident to the divorce proceeding, Grantor and Grantee have agreed that Grantee will acquire the full fee simple title in and to the homestead and that a debt in the amount of \$[amount] will be created in favor of Grantor and a lien or owelty of partition will be fixed on the entirety of the homestead to secure the debt. Grantee specifically acknowledges that the lien or owelty of partition is on the entirety of the property and is superior to Grantee's rights of use and occupancy of the property as Grantee's homestead or otherwise.

Grantee joins in the execution of this deed for the purpose of accepting delivery thereof and acknowledging this agreement and the validity of the deed of trust lien, vendor's lien, and lien for owelty created herein on the property and the priority and superiority of the liens to any right of use, occupancy, and homestead that [he/she] may have, hold, or claim in and to the entirety of the property.

Grantee agrees to provide proof of payment (including escrows) of all obligations paid under the assumed note to Grantor on request. Grantee and Grantor agree to provide each other with ongoing access to all passwords and ongoing online access related to the assumed note. Grantor and Grantee agree to forward a copy of any and all correspondence from the underlying Lender to the other party within five business days of receipt.

[Name of grantor], Grantor

[Name of grantee], Grantee

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantor].

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantee].

Notary Public, State of Texas

After recording, return to:

[Name]

[Street address]

[City, state, zip]

Form 24-5**Deed of Trust**

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Basic Information

Date:

Grantor:

Grantor's Mailing Address: **[include county]**

Trustee:

Trustee's Mailing Address: **[include county]**

Beneficiary:

Beneficiary's Mailing Address: **[include county]**

Note(s)

See form 24-6 .

Date:

Original principal amount:

Maker:

Payee:

Maturity: [due date/event or occurrence causing note to become due]

Property (including any improvements): [property description]

Prior Lien: [include recording information]

If there is more than one prior lien, repeat above information for each additional prior lien and change the words <i>Prior Lien</i> to <i>Prior Liens</i> in all applicable instances.

Other Exceptions to Conveyance and Warranty:

A. Granting Clause

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the other exceptions to conveyance and warranty. On payment of the note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Beneficiary will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Beneficiary reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Beneficiary, and as to property loss, that are payable to Beneficiary under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Beneficiary before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to—

- a. keep the property in good repair and condition;
- b. pay all taxes and assessments on the property before delinquency, not authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the property subject to the other exceptions to conveyance and warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Beneficiary of any change of address.

C. Beneficiary's Rights

C.1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Beneficiary may apply any proceeds received under the property insurance policies covering the property either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy. If the property is Grantor's primary residence and Beneficiary reasonably determines that repairs to the improvements are economically feasible, Beneficiary will make the insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the note or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Beneficiary with respect to the note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of section 307.052(a) of the Texas Finance Code, Beneficiary hereby notifies Grantor as follows:

(A) Grantor is required to:

- (i) keep the collateral insured against damage in the amount Beneficiary specifies;**
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
- (iii) name Beneficiary as the person to be paid under the policy in the event of a loss;**

(B) Grantor must, if required by Beneficiary, deliver to Beneficiary a copy of the policy and proof of the payment of premiums; and

(C) if Grantor fails to meet any requirement listed in Paragraph (A) or (B), Beneficiary may obtain collateral protection insurance on behalf of Grantor at Grantor's expense.

C.7. If a default exists in payment of the note or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may—

- a. declare the unpaid principal balance and earned interest on the note immediately due;
- b. exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

C.8. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Beneficiary to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the property “AS IS” to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to the other exceptions to conveyance and warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Beneficiary, the full amount of principal, interest, attorney’s fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney’s fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee’s deed conveying the property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.

E.5. If any portion of the note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Beneficiary all amounts payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Beneficiary will either release any remaining amounts to Grantor or apply such amounts to reduce the note. Beneficiary will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the property.

E.7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the note and performance of this deed of trust, but if the rent exceeds the amount due with respect to the note and the deed of trust, Grantor may retain the excess. If a default exists in payment of the note or performance of this deed of trust, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code

as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the note immediately payable and invoke any remedies provided in this deed of trust for default. If the property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the property; (b) creation of a purchase-money security interest for household appliances; (c) grant of a leasehold interest of three years or less without an option to purchase; (d) transfer to a spouse or children of Grantor; (e) transfer to a relative of Grantor on Grantor's death; (f) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the property; or (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the property.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term *note* includes all extensions, modifications, and renewals of the note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by successors in interest of all parties.

E.14. If Grantor and Maker are not the same person, the term *Grantor* includes Maker.

E.15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this deed of trust if an attorney is retained for its enforcement.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. Grantor hereby grants Beneficiary a right of first refusal with respect to Grantor's power to authorize any third party (other than Beneficiary pursuant to its right as set forth in this instrument) to pay ad valorem taxes on the property and authorize a taxing entity to transfer its tax lien on the property to that third party. Grantor's authorization to any third party (other than Beneficiary) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Beneficiary, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Beneficiary's right as set forth in this instrument.

E.19. Grantor represents that this deed of trust and the note are given for the following purposes:

This deed of trust is given to comply with the Final Decree of Divorce and obligation imposed therein in Cause No. [number], rendered by the [designation] Court of [county] County, Texas, styled “[style of case].”

[Name of grantor]

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantor].

Notary Public, State of Texas

Form 24-6

Real Estate Lien Note

Basic Information

Date:

Maker: **[name]**

Maker's Mailing Address: **[include county]**

Payee: **[name]**, as [his/her] sole and separate property and estate

Place for Payment: **[include county]**

Principal Amount:

Annual Interest Rate:

Annual Interest Rate on Matured, Unpaid Amounts:

Terms of Payment (principal and interest):

This note **[include if applicable: and accrued interest]** [is/are] due:

1. on **[date]**;

And/Or

2. thirty days after the child, **[name of child]**, is emancipated under the laws of the state of Texas as they then exist;

And/Or

3. on the date Maker remarries or begins cohabitation with another person with whom Maker has a dating or romantic relationship in a permanent place of abode on a continuing basis;

And/Or

4. on the date Maker ceases to use and reside in the home located at **[street address, city], [county]** County, Texas, as [his/her] full-time bona fide residence with the child[ren], **[name[s] of child[ren]]**;

And/Or

5. thirty days after the date of the death of the child, **[name of child]**;

And/Or

6. **[other event or occurrence made a condition by the court, such as sale of the residence]**.

Security for Payment:

Promise to Pay

Maker promises to pay to the order of Payee the principal amount plus interest at the annual interest rate. This note is payable at the place for payment and according to the terms of payment. All unpaid amounts are due by the maturity date. If any amount is not paid either when due under the terms of payment or on acceleration of maturity, Maker promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the annual interest rate on matured, unpaid amounts.

Prepayment Clause

Maker may prepay this note in any amount at any time before the maturity date without penalty or premium. Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

Defaults and Remedies

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Payee may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due and may exercise all other rights and remedies available at law or in equity.

Waivers

Maker and each surety, endorser, and guarantor waive, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest, and (7) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

Attorney's Fees

Maker also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the annual interest rate on matured, unpaid amounts. Maker will pay Payee these expenses and interest on demand at the place for payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Usury Savings

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal amount or, if the principal amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the principal amount or, if the principal amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Other Clauses

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

This note is given to evidence the indebtedness imposed on Maker by the Final Decree of Divorce entered in Cause No. [number] by the [designation] Court of [county] County, Texas, styled “[style of case].”

[Name], Maker

[Address]

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Form 24-7

For a deed of trust to secure assumption to be used when the grantor has a deadline to pay off the loan or refinance it solely in the grantor's name, see form [24-37](#).

Deed of Trust to Secure Assumption
[without Maturity Date]

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Basic Information

Date:

Grantor:

Grantor's Mailing Address: **[include county]**

Trustee:

Trustee's Mailing Address: **[include county]**

Beneficiary:

Beneficiary's Mailing Address: **[include county]**

Note and Deed of Trust Assumed

Date:

Original principal amount:

Maker and Grantor:

Payee and Beneficiary:

Recording information:

Property (including any improvements): [property description]

Prior Lien: [include recording information]

If there is more than one prior lien, repeat above information for each additional prior lien and change the words <i>Prior Lien</i> to <i>Prior Liens</i> in all applicable instances.

Other Exceptions to Conveyance and Warranty:

Consideration: Beneficiary has conveyed the property to Grantor, who as part of the consideration promised to pay the note assumed and to be bound by the deed of trust assumed.

A. Granting Clause

For value received and to secure Grantor's assumption, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the other exceptions to conveyance and warranty. If Grantor performs all the covenants of the note and deed of trust assumed and if Beneficiary has not filed a notice of advancement, a release of the deed of trust assumed will release this deed of trust to secure assumption and Beneficiary's vendor's lien.

B. Grantor's Obligations

Grantor agrees to—

B.1. perform all the covenants of the Note and Deed of Trust assumed; and

B.2. notify Beneficiary and Lender of any change of address.

C. Beneficiary's Rights

C.1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

C.2. If Grantor fails to perform any of Grantor's obligations under the note assumed or deed of trust assumed, Beneficiary may perform those obligations, advance funds required, and then be reimbursed by Grantor on demand for any amounts so advanced, including attorney's fees, plus interest on those amounts from the dates of payment at the highest legal rate. The amount to be reimbursed will be secured by this deed of trust to secure assumption.

C.3. Beneficiary may file a sworn notice of such advancement in the office of the county clerk in the county in which the property is located. The notice will detail the dates, amounts, and purposes of the amounts advanced and the legal description of the property.

C.4. If Grantor fails on demand to reimburse Beneficiary for the amounts advanced and such failure continues after Beneficiary gives Grantor notice of the failure and the time within which it must be cured, to the extent required by law or by written agreement, Beneficiary may—

- a. exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect;
- b. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and

- c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited to the amount owed to Beneficiary.

D. Trustee's Rights and Duties

If directed by Beneficiary to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by this deed of trust to secure assumption and the Texas Property Code as then in effect;

D.2. sell and convey all or part of the property “AS IS” to the highest bidder for cash with a general warranty binding Grantor, subject to the prior lien and to the other exceptions to conveyance and warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Beneficiary, the full amount advanced, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust to secure assumption, which includes all court and other

costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the property is sold under this deed of trust to secure assumption, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the property will be presumed to be true.

E.3. Proceeding under this deed of trust to secure assumption, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will be superior to liens later created even if Beneficiary has made no advancements when later liens are created.

E.5. If any portion of the advancements cannot be lawfully secured by this deed of trust to secure assumption, payments will be applied first to discharge that portion.

E.6. A sale of the property under this deed of trust to secure assumption—

- a. is subject to Grantor's continuing obligation to make all payments owing on the note assumed and to perform all obligations under the deed of trust assumed; and
- b. does not extinguish Trustee's right to conduct subsequent sales of the property for future Grantor defaults under this deed of trust to secure assumption.

E.7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment.

Grantor will apply all rent to payment of the note assumed and performance of the deed of trust assumed, but if the rent exceeds the amount due with respect to the note and deed of trust assumed, Grantor may retain the excess. If a default exists in payment of the note assumed or performance of this deed of trust to secure assumption or of the deed of trust assumed, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust to secure assumption will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. Any action taken under this deed of trust to secure assumption will not extinguish the rights of Beneficiary to proceed against Grantor under the indemnity contained in the deed by which Grantor assumed the note and deed of trust assumed.

E.10. When the context requires, singular nouns and pronouns include the plural.

E.11. This deed of trust to secure assumption binds, benefits, and may be enforced by the successors in interest of all parties.

E.12. Grantor waives and surrenders to Beneficiary (a) Grantor's power to authorize anyone (other than Beneficiary or Grantor) to pay ad valorem taxes on the property and (b) Grantor's power to authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary. Grantor agrees and declares that any authorization from Grantor to another (other than Beneficiary) to pay the taxes and transfer a tax lien on the property is void.

E.13. If all or any part of the property is sold, conveyed, leased for a period longer than three years, leased with an option to purchase, or otherwise sold (including any contract for deed) without Beneficiary's prior written consent, which consent may be withheld in Beneficiary's sole discretion, Beneficiary may declare a default of this agreement and seek to foreclose on the property. The creation of a subordinate lien, any conveyance under threat or order of condemnation, or the passage of title by reason of the death of Grantor or by operation of law will not entitle Beneficiary to exercise the remedies provided in this paragraph.

E.14. Grantor agrees to provide proof of payment (including escrows) of all obligations paid under the assumed note to Beneficiary on request. Grantor and Beneficiary agree to provide each other with ongoing access to all passwords and ongoing online access related to the assumed note. Grantor and Beneficiary agree to forward a copy of any and all correspondence from the underlying Lender to the other party within five business days of receipt.

[Name of grantor]

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantor].

Notary Public, State of Texas

Form 24-8

This deed without warranty is used only when the grantor does not appear in the chain of title but may have an interest solely by virtue of marital property rights. This deed should not be filed of record until a purchaser or title company raises the issue in a title examination.

Deed without Warranty

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:

Grantor:

Grantor's Mailing Address: **[include county]**

Grantee:

Grantee's Mailing Address: **[include county]**

Consideration:

Ten dollars and other good and valuable consideration paid by Grantee to Grantor, receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): **[property description]**

Reservations from Conveyance and Exceptions to Conveyance:

[Include if applicable: Grantor reserves [all/an undivided **[fraction]** of all] oil, gas, mineral, water, wind, and surface rights in and under the property and that may be produced from the property.]

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

[Specify any other reservations or exceptions.]

Conveyance:

Grantor, for the consideration and subject to the reservations from conveyance and the exceptions to conveyance, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any property interests obtained by after-acquired title.

When the context requires, singular nouns and pronouns include the plural.

[Name of grantor], Grantor

Include the following signature line if the deed imposes contractual obligations on the grantee.

[Name of grantee], Grantee

Continue with the following.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantor].

Notary Public, State of Texas

Include the following if applicable.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantee].

Notary Public, State of Texas

After recording, return to:

[Name]

[Street address]

[City, state, zip]

Form 24-9

Quitclaim

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:

Grantor:

Grantor's Mailing Address: **[include county]**

Grantee:

Grantee's Mailing Address: **[include county]**

Consideration:

The division of property in Cause No. **[number]**, styled "**[style of case]**," entered in the **[designation]** Court of **[county]** County, Texas, and ten dollars and other good and valuable consideration paid by Grantee.

Property (including any improvements): **[property description]**

Quitclaim:

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

[Name of grantor]

Include the following signature line if the quitclaim imposes contractual obligations on the grantee.

[Name of grantee]

Continue with the following.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantor].

Notary Public, State of Texas

Include the following if applicable.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantee].

Notary Public, State of Texas

After recording, return to:

[Name]

[Street address]

[City, state, zip]

Form 24-10

This form is to be used in conjunction with the Special Warranty Deed with Encumbrance for Owelty of Partition, form [24-4](#).

Deed of Trust to Secure Owelty of Partition

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Basic Information

Date:

Grantor:

Grantor's Mailing Address: **[include county]**

Trustee:

Trustee's Mailing Address: **[include county]**

Beneficiary:

Beneficiary's Mailing Address: **[include county]**

Note(s)

See form 24-6 .

Date:

Original principal amount:

Maker:

Payee:

Maturity: [due date/event or occurrence causing note to become due]

Property (including any improvements): [property description]

Prior Lien: [include recording information]

If there is more than one prior lien, repeat above information for each additional prior lien and change the words <i>Prior Lien</i> to <i>Prior Liens</i> in all applicable instances.

Other Exceptions to Conveyance and Warranty:

A. Granting Clause

For value received and to secure payment of the note given pursuant to the owelty agreement between the parties as set forth in the Special Warranty Deed with Encumbrance for Owelty of Partition, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the other exceptions to conveyance and warranty. On payment of the note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Beneficiary will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Beneficiary reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Beneficiary, and as to property loss, that are payable to Beneficiary under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Beneficiary before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to—

- a. keep the property in good repair and condition;
- b. pay all taxes and assessments on the property before delinquency, not authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the property subject to the other exceptions to conveyance and warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Beneficiary of any change of address.

C. Beneficiary's Rights

C.1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Beneficiary may apply any proceeds received under the property insurance policies covering the property either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy. If the property is Grantor's primary residence and Beneficiary reasonably determines that repairs to the improvements are economically feasible, Beneficiary will make the insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the note or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Beneficiary with respect to the note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of section 307.052(a) of the Texas Finance Code, Beneficiary hereby notifies Grantor as follows:

(A) Grantor is required to:

- (i) keep the collateral insured against damage in the amount Beneficiary specifies;**
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
- (iii) name Beneficiary as the person to be paid under the policy in the event of a loss;**

(B) Grantor must, if required by Beneficiary, deliver to Beneficiary a copy of the policy and proof of the payment of premiums; and

(C) if Grantor fails to meet any requirement listed in Paragraph (A) or (B), Beneficiary may obtain collateral protection insurance on behalf of Grantor at Grantor's expense.

C.7. If a default exists in payment of the note or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may—

- a. declare the unpaid principal balance and earned interest on the note immediately due;
- b. exercise Beneficiary's rights with respect to rent under the Texas Property Code, as then in effect;
- c. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

C.8. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Beneficiary to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the property “AS IS” to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to the other exceptions to conveyance and warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Beneficiary, the full amount of principal, interest, attorney’s fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney’s fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee’s deed conveying the property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.

E.5. If any portion of the note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Beneficiary all amounts payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Beneficiary will either release any remaining amounts to Grantor or apply such amounts to reduce the note. Beneficiary will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the property.

E.7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the note and performance of this deed of trust, but if the rent exceeds the amount due with respect to the note and the deed of trust, Grantor may retain the excess. If a default exists in payment of the note or performance of this deed of trust, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code

as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the note immediately payable and invoke any remedies provided in this deed of trust for default. If the property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the property; (b) creation of a purchase-money security interest for household appliances; (c) grant of a leasehold interest of three years or less without an option to purchase; (d) transfer to a spouse or children of Grantor; (e) transfer to a relative of Grantor on Grantor's death; (f) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the property; or (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the property.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term *note* includes all extensions, modifications, and renewals of the note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by successors in interest of all parties.

E.14. If Grantor and Maker are not the same person, the term *Grantor* includes Maker.

E.15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this deed of trust if an attorney is retained for its enforcement.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. Grantor hereby grants Beneficiary a right of first refusal with respect to Grantor's power to authorize any third party (other than Beneficiary pursuant to its right as set forth in this instrument) to pay ad valorem taxes on the property and authorize a taxing entity to transfer its tax lien on the property to that third party. Grantor's authorization to any third party (other than Beneficiary) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Beneficiary, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Beneficiary's right as set forth in this instrument.

E.19. Grantor represents that this deed of trust and the note are given for the following purposes:

This deed of trust is given to impose an owelty of partition against the entirety of the property in order to comply with the Final Decree of Divorce in Cause No. [number], rendered by the [designation] Court of [county] County, Texas, styled “[style of case].”

[Name of grantor]

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantor].

Notary Public, State of Texas

Form 24-11

Mineral Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:

Grantor:

Grantor's Mailing Address: **[include county]**

Grantee:

Grantee's Mailing Address: **[include county]**

Consideration:

The division of property in Cause No. **[number]**, styled "**[style of case]**," entered in the **[designation]** Court of **[county]** County, Texas, and ten dollars and other valuable consideration paid by Grantee.

Property: **[property description]**

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

[Specify any other reservations and exceptions.]

Conveyance:

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in all the oil, gas, and other minerals in and under and that may be produced from the property, together with all and singular the rights and appurtenances thereto in any way belonging (including all benefits of any existing lease), to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

[Name of grantor]

*This instrument was prepared based on
information furnished by the parties, and
no independent title search has been made.*

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantor].

Notary Public, State of Texas

After recording, return to:

[Name]

[Street address]

[City, state, zip]

Form 24-12**Royalty Deed**

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:

Grantor:

Grantor's Mailing Address: **[include county]**

Grantee:

Grantee's Mailing Address: **[include county]**

Consideration:

The division of property in Cause No. **[number]**, styled "**[style of case]**," entered in the **[designation]** Court of **[county]** County, Texas, and ten dollars and other valuable consideration paid by Grantee.

Property: **[property description]**

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

[Specify any other reservations and exceptions.]

Conveyance:

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in all the oil royalty, gas royalty, and royalty in other minerals that may be produced from the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

[Name of grantor]

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantor].

Notary Public, State of Texas

After recording, return to:

[Name]

[Street address]

[City, state, zip]

Form 24-13

Real Estate Title Letter

[Date]

[Name and address of client]

Re: [style of case]

[Salutation]

We are ready to prepare the documents necessary to finalize your divorce. Some of the documents will [convey real estate/secure obligations with real estate/convey real estate and secure obligations with real estate].

In preparing the real estate documents, we are relying on information provided to us by [you/your spouse/you and your spouse] with regard to the ownership, legal description, liens, encumbrances, and restrictions that affect the property. We have made no independent investigation of those matters. If the information supplied to us is not correct, adverse consequences may result. To ensure the accuracy of the information, you can have a title policy or a title search or abstract letter issued.

To ensure your title, we will be glad to recommend a title company or an abstract attorney whom you may employ to prepare these documents. WE DO NOT ISSUE TITLE POLICIES, NOR DO WE PREPARE ABSTRACTS OR MAKE TITLE SEARCHES. Naturally, there would be separate charges by the title company and abstract attorney.

Unless I hear otherwise [**include if applicable:** within [number] days], I will prepare the documents based solely on the information provided by [you/your spouse/you and your spouse].

Sincerely yours,

[Name of attorney]

Form 24-14

Letter to Mortgage Company—Assignment of Escrow Funds

[Date]

[Name and address of mortgage company]

Re: Loan number:

Name:

Address: [street address]

[Salutation]

The above-referenced property securing the payment of the above-captioned loan has been transferred by deed dated [date] to [name of grantee], who has assumed and agreed to pay the loan as part of the consideration for the conveyance.

I hereby release any and all claims in and to escrow deposits and any benefits accruing therefrom and transfer and assign all interest in them to the grantee.

For your records, I enclose a copy of the deed, which was duly recorded in the Deed Records of [county] County, Texas, on [date].

Sincerely yours,

[Name of grantor]

Enc.

Form 24-15

Assignment of Utility Deposits

In accordance with the terms of the Final Decree of Divorce rendered in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County, Texas, I, [name of assignor], TRANSFER, CONVEY, and ASSIGN any and all utility deposits for utility service at [street address], [city], [county] County, Texas, to [name of assignee].

This assignment includes without limitation deposits that may be held by [names of utility companies].

I further authorize [name of assignee] to take whatever actions and steps are necessary to effectively change the name on any and all utility accounts for services at the above address from my name to the name of [name of assignee].

I further authorize that a photocopy of this instrument may be used as an original.

SIGNED on _____.

[Name of assignor]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by [name of person acknowledging].

Notary Public, State of Texas

Form 24-16

Assignment of Interest

Include the following notice if the instrument transfers an interest in real property.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Continue with the following.

In accordance with the terms of the Decree of Divorce rendered in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County, Texas, I, [name of assignor], TRANSFER, CONVEY, and ASSIGN to [name of assignee], of [address, city, state], any and all right, title, and interest I may now own or have any future claim of ownership in and to:

Select one or more of the following.

1. The club membership in and to [name of club] presently listed in the name of [name], bearing account number [number]. This assignment of interest includes any funds that have previously been paid as a deposit or initiation fee for the club membership.

And/Or

2. The following cemetery lots located in [county] County, Texas:

Location: [name of cemetery park]

Lot numbers:

Now held in name of:

And/Or

3. The following partnership:

Name of partnership:

Date of partnership agreement:

Names of partners to agreement:

And/Or

4. The following contract for deed:

Date of contract for deed:

Property listed in contract: [**full description**]

Grantor on contract for deed:

Grantee on contract for deed:

And/Or

5. The following automobile lease agreement:

Date of lease agreement:

Make of leased automobile:

License number of automobile:

Lessor under lease agreement:

Lessee under lease agreement:

And/Or

6. The renewable subscription for season tickets to **[identify tickets to sporting events, fine arts events, etc.]**.

Continue with the following.

I further authorize and direct **[name of assignee]** to take whatever actions and steps are necessary to effectively change the name on the above-enumerated account[s] from my name to the name of **[name of assignee]**.

I further authorize that a photocopy of this instrument may be used as an original.

SIGNED on _____.

[Name of assignor]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of person acknowledging].

 Notary Public, State of Texas

Form 24-17

Irrevocable [Stock/Bond] Power

For value received, the undersigned sell[s], assign[s], and transfer[s] to [name[s], address[es], Social Security or tax identification number[s] [number[s]]] [[number] shares of the [designation] stock of [name of company], represented by certificate[s] number[s] [number[s]] inclusive/[number] bonds of [name of company], in the principal amount of \$[amount], number[s] [number[s]] inclusive], standing in the name of the undersigned on the books of the company.

The undersigned irrevocably constitute[s] and appoint[s] [name] attorney to transfer the [stock/bonds] on the books of the company, with full power of substitution in the premises.

Important: The signature(s) on the power must correspond with the name(s) as written on the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee should be made by a member or member organization of the New York Stock Exchange, by members of other exchanges having signatures on file with transfer agents, or by a commercial bank or trust company having its principal office or correspondent in the city of New York.

Dated: _____.

[Name]

[Name]

SIGNATURE GUARANTEED:

Form 24-18

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Release of Judgment

On **[date]** in the **[designation]** Court of **[county]** County, Texas, in Cause No. **[number]**, styled “**[style of case]**,” **[name]** recovered a judgment against **[name]** for \$**[amount]**, together with costs of suit and interest, an abstract of which appears in volume **[volume]**, page **[page]**, of the Judgment Records of **[county]** County, Texas.

The judgment has been fully discharged.

I, **[name of petitioner in execution or agent or attorney of record]**, acknowledge satisfaction of that judgment and release **[name of judgment debtor]**, **[his/her]** heirs and assigns, and all liens existing by reason of the judgment on any property of **[name of judgment debtor]** whatsoever.

SIGNED on _____.

[Name]
[Attorney for Judgment Creditor/
Judgment Creditor]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of person acknowledging].

Notary Public, State of Texas

Form 24-19

This form may be used to provide for the management of jointly owned property after divorce. It may be incorporated by reference in the decree of divorce and the agreement incident to divorce.

Operating Trust Agreement for Jointly Owned Property after Divorce

This Operating Trust Agreement for Jointly Owned Property after Divorce is made by the joint owners, **[name]**, Trustee, and **[name]**, Beneficiary. The parties agree as follows:

1. The parties desire to own as tenants in common certain properties described in Schedule 1 of this agreement. Because these properties are difficult to evaluate, may periodically require additional cash contributions, and may periodically be sold, refinanced, or forfeited because other investors no longer desire to keep their interests in the asset, the parties agree that Trustee will act as trustee for Beneficiary in connection with Beneficiary's one-half undivided interest in the properties. Trustee's rights to manage and hold these properties are described in the following paragraphs.

2. Beneficiary consents for Trustee to act as trustee for Beneficiary's one-half undivided interest in the properties described in Schedule 1 of this agreement. Trustee recognizes Trustee's duty to exercise reasonable prudence and care in the management of Beneficiary's property as if it were Trustee's own. In that regard, Beneficiary acknowledges that the properties are also owned one-half by Trustee, and, in that respect, Beneficiary acknowledges that Trustee's management and preservation of the properties should be of benefit to both parties.

3. Trustee will have the right, in Trustee's sole and undivided discretion, to sell or vote for the sale of any asset held individually or held in a partnership under such terms and conditions as Trustee deems most appropriate. Trustee may from time to time elect not to make cash contributions required for the preservation of the properties. Before the property interest is forfeited, it must be offered to Beneficiary under the same terms and conditions.

Beneficiary must be given ten days' written notice of any such forfeiture of the property, affording Beneficiary the option to take over full and complete ownership. Beneficiary may then elect to make the cash contribution and to take over full and complete ownership of the property without further claim from Trustee. Trustee has the right at any time to declare any property covered by this agreement to be worthless. Upon such declaration, that property will be automatically removed from the terms of this agreement and may be claimed by Beneficiary, at Beneficiary's option, as Beneficiary's separate property.

4. Trustee will maintain a separate bank account through which all contributions and receipts will be made. Trustee will receive no compensation for the management and preservation of the properties. Beneficiary will have the right to periodically examine the books and records or designate an authorized person to do so. All receipts from the property, whether from sale, rental, or otherwise, must be deposited in the operating account. No money may be taken from the account other than for the management and preservation of the properties or for placement in an interest-bearing account. When all assets in the trust have been sold, transferred, or forfeited, and not before that time, any funds on deposit in the operating account will be distributed as follows:

- a. Trustee will be reimbursed for all contributions and expenses made or incurred by Trustee with respect to the properties during the term of this agreement; and
- b. the remaining funds will be divided 50 percent to Trustee and 50 percent to Beneficiary.

5. Trustee has the right to make reasonable and necessary expenditures in the management and preservation of the properties and the right to employ any contractors, brokers, attorneys, accountants, and the like that are reasonably necessary to manage and preserve the

properties. Trustee also has the right to execute, acknowledge, and deliver any instruments necessary for the preservation, management, and sale of the properties.

SIGNED on _____.

[Name], Trustee

[Name], Beneficiary

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name], Trustee.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name], Beneficiary.

Notary Public, State of Texas

Form 24-20**Security Agreement with Collateral Pledge and Appointment
of Escrow Agent**

This Security Agreement with Collateral Pledge and Appointment of Escrow Agent is made by **[name]**, Secured Party, and **[name]**, Debtor. The parties agree as follows:

1. Obligation to Be Secured

Under the terms of the [Final Decree of Divorce/Agreement Incident to Divorce] entered in Cause No. **[number]**, styled “**[style of case]**,” filed of record in the **[designation]** Court of **[county]** County, Texas, Debtor is indebted to Secured Party as evidenced by [a promissory note of even date herewith in the original principal sum of \$**[amount]**/**[describe other indebtedness, such as alimony, contained in the decree or agreement]**], called “Debtor’s obligations” in this agreement.

2. Security

Debtor and Secured Party desire to have Debtor grant to Secured Party a security interest in the collateral as security for Debtor’s performance of the terms and conditions of Debtor’s obligations.

3. Security Interest

Debtor grants to Secured Party a security interest in the collateral described in paragraph **4.** to secure the payment and performance of Debtor’s obligations to Secured Party set forth in paragraph **5.**

4. *Collateral*

The collateral in which the security interest is created is the following: [**describe specifically the shares of stock, jewelry, certificates of deposit, or other items of collateral pledged**] or any substitute collateral deposited under the terms of paragraph 11.

5. *Obligation Secured*

The security interest created secures the following:

- a. payment of Debtor's obligations and performance and discharge of every covenant, condition, and agreement contained in [the promissory note and any and all modifications, extensions, or renewals thereof, whether hereafter evidenced by the promissory note or otherwise/[**describe other obligation, such as alimony, contained in the decree or agreement**]]; and
- b. performance and discharge of every obligation, covenant, and agreement of Debtor contained in this agreement.

6. *Warranty and Representation of Debtor*

Debtor warrants and represents that the collateral is free and clear of any security interest (other than the security interest granted in this agreement), liens, restrictions, or encumbrances and that Debtor has full right and power to transfer the collateral to Secured Party free and clear and to enter into and carry out the security agreement.

7. *Events of Default*

"Event of default" is any or all of the following:

- a. Debtor's failure to punctually and promptly observe, keep, or perform any covenant, agreement, or condition required by this agreement to be observed, kept, or performed;
- b. Debtor's failure to punctually and promptly pay Debtor's obligations evidenced by [the promissory note in accordance with its terms/[**describe other obligation, such as alimony, contained in the decree or agreement**]];
- c. the making or furnishing to Secured Party by or on behalf of Debtor of any warranty, representation, or statement that proves to have been false in any material respect when made or furnished;
- d. any event that results in acceleration in the maturity of Debtor's obligation;
- e. the making of any levy, seizure, or attachment of any collateral;
- f. Secured Party's reasonable belief that the prospect of payment of any indebtedness secured by this agreement or the performance of the security agreement is impaired; or
- g. death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the collateral, assignment for the benefit of creditors, or commencement of any proceeding in any bankruptcy or under any insolvency law by or against Debtor or any guarantor or surety for Debtor.

8. *Rights of Secured Party on Occurrence of an Event of Default*

On the occurrence of an event of default, Secured Party may foreclose the security interest in either of the following ways:

- a. *Retention of Collateral.* Secured Party may retain in satisfaction of Debtor's obligation that portion of the collateral that has a "fair value" equal to the amount of Debtor's obligations that Debtor has failed to pay. "Fair value" of the collateral is defined as follows: **[if stock, include the following: Book value per share of common stock of [name], a corporation, multiplied by the number of shares of the stock constituting the collateral/[describe the face amount of any certificate of deposit, savings account, or other measure of the value of the collateral]]**.

Continue with the following if applicable.

Book value per share must be determined by subtracting the gross liabilities of the corporation from the gross assets (excluding goodwill and other intangible assets) of the corporation as determined in accordance with generally accepted accounting principles and multiplying the remainder by a fraction, the numerator of which shall be one and the denominator of which shall be the total number of shares of common stock of the corporation outstanding, all as of the date of the default.

- b. *Sale of Collateral.* Subject to the provisions of subchapter F, chapter 9, of the Texas Business and Commerce Code, Secured Party may instruct the escrow agent to offer the collateral at a public or private sale after ten days' written notice to Debtor.

9. *Escrow Agent and Voting Rights*

Debtor appoints [name] of [city], Texas, as escrow agent for the collateral. Concurrently with the delivery by the escrow agent of a receipt for the collateral, Debtor must deliver to the escrow agent collateral instruments of transfer, executed in blank, covering the collateral.

- a. *Terms of Escrow.* When satisfactory proof has been presented to the escrow agent that Debtor's obligations referred to in paragraph 1. above have been paid in full, the escrow agent must redeliver the [certificates of stock/
[**describe other collateral pledged**]] held by the escrow agent to Debtor, and all obligations between Secured Party and Debtor and of the escrow agent will cease. If Debtor defaults in the payment of Debtor's obligations, Secured Party may give written notice of the default to the escrow agent. The escrow agent must then, with reasonable dispatch, deliver the collateral to Secured Party for retention or offer the collateral for sale as provided in paragraph 8.

Continue with the following if applicable.

- b. *Voting.* As long as the collateral is held by the escrow agent and until Debtor defaults in Debtor's obligations, Debtor has the right to exercise all voting rights granted therein for all purposes. If requested by Debtor, Secured Party and the escrow agent must execute and deliver to Debtor the proxies and authorizations that are reasonably required to confirm the voting rights of Debtor during this period.
- c. *Dividends.* As long as the collateral is held by the escrow agent and until Debtor defaults in Debtor's obligations, all dividends, interest, and other income generated by the collateral belong to Debtor.
- d. *Voting Trust.* As long as the collateral is held by the escrow agent and until Debtor defaults in Debtor's obligations, Debtor has the right to assign the collateral to a voting trust, if available, in which event the escrow agent must accept certificates of the voting trust as substitution of collateral. In the event

of default, the escrow agent must deliver the certificates of the voting trust to Secured Party in the same manner as in the case of the collateral.

10. Substitution of Escrow Agent

Debtor has the right at any time Debtor is not in default to remove the existing escrow agent and appoint any state or national bank chartered in Texas as substitute escrow agent. The substitute escrow agent must perform subject to the terms and conditions of this agreement as they may apply to the duties and functions of the original escrow agent.

11. Substitution of Collateral

Debtor has the right at any time to substitute certificates of deposit issued by any state or national bank chartered in Texas as security for Debtor's obligations in an amount equal to the then balance of Debtor's obligations secured by this agreement.

12. No Waiver of Rights or Remedies

- a. *No Waiver.* No failure or delay by Secured Party in exercising any rights, power, or privilege under this agreement operates as a waiver, and no single or partial exercise of any such power or privilege precludes any other or further exercise of any other right, power, or privilege.
- b. *Severability.* If any provision of this agreement is for any reason found to be unenforceable, all other provisions nevertheless remain enforceable.
- c. *Notices.* Any notices or other communications required or remitted under this agreement are sufficiently given if delivered personally or sent by certified mail, postage prepaid, to **[name and address of debtor]** and **[name and address of secured party or representative]**, or at such other addresses as shall be furnished in writing by either party to the other, and will be deemed

to have been given as of the date so delivered or deposited in the United States mail.

- d. *Assignment of Secured Party.* This agreement and the security interest it creates are assignable by Secured Party and inure to the benefit of Secured Party's heirs, executors, or administrators and bind Debtor and Debtor's heirs, executors, administrators, legal representatives, and assigns.
- e. *Choice of Law.* This agreement must be construed, and its performance enforced, under Texas law.

SIGNED on _____.

[Name], Secured Party

[Name], Debtor

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of secured party].

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of debtor].

Notary Public, State of Texas

Form 24-21**Unsecured Note****Basic Information**

Date:

Maker:

Maker's Mailing Address: **[include county]**

Payee:

Place for Payment: **[include county]**

Principal Amount:

Annual Interest Rate:

Maturity Date:

Annual Interest Rate on Matured, Unpaid Amounts:

Terms of Payment (principal and interest):

Promise to Pay

Maker promises to pay to the order of Payee the principal amount plus interest at the annual interest rate. This note is payable at the place for payment and according to the terms of payment. All unpaid amounts are due by the maturity date. If any amount is not paid either when due under the terms of payment or on acceleration of maturity, Maker promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the annual interest rate on matured, unpaid amounts.

Prepayment Clause

Maker may prepay this note in any amount at any time before the maturity date without penalty or premium. Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

Defaults and Remedies

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Payee may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due and may exercise all other rights and remedies available at law or in equity.

Waivers

Maker and each surety, endorser, and guarantor waive, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, and (6) notice of protest.

Attorney's Fees

Maker also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the annual interest rate on matured, unpaid amounts. Maker will pay Payee these expenses and interest on demand at the place for payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Usury Savings

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under

law. Any interest in excess of that maximum amount will be credited on the principal amount or, if the principal amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the principal amount or, if the principal amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Other Clauses

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

This note is given to evidence the indebtedness imposed on Maker by the Final Decree of Divorce rendered in Cause No. [number], styled “[style of case],” by the [designation] Court of [county] County, Texas.

[Name], Maker

[Address]

Form 24-22

Note

[Secured by Security Agreement]

Basic Information

Date:

Maker:

Maker's Mailing Address: [include county]

Payee:

Place for Payment: [include county]

Principal Amount:

Annual Interest Rate:

Maturity Date:

Annual Interest Rate on Matured, Unpaid Amounts:

Terms of Payment (principal and interest):

Security for Payment:

This note is secured by a security interest created in a security agreement that covers [type of collateral] and that is dated [date] and executed by [Maker/[name of debtor in security agreement]] as the debtor in favor of Payee as the secured party.

Other Security for Payment:

Promise to Pay

Maker promises to pay to the order of Payee the principal amount plus interest at the annual interest rate. This note is payable at the place for payment and according to the terms of payment. All unpaid amounts are due by the maturity date. If any amount is not paid either when due under the terms of payment or on acceleration of maturity, Maker promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the annual interest rate on matured, unpaid amounts.

Prepayment Clause

Maker may prepay this note in any amount at any time before the maturity date without penalty or premium. Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

Defaults and Remedies

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Payee may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due and may exercise all other rights and remedies available at law or in equity.

Waivers

Maker and each surety, endorser, and guarantor waive, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, and (6) notice of protest.

Attorney's Fees

Maker also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the

date of advance at the annual interest rate on matured, unpaid amounts. Maker will pay Payee these expenses and interest on demand at the place for payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Usury Savings

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal amount or, if the principal amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the principal amount or, if the principal amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Other Clauses

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

This note is given to evidence the indebtedness imposed on Maker by the Final Decree of Divorce rendered in Cause No. [number], styled “[style of case],” by the [designation] Court of [county] County, Texas.

[Name], Maker
[Address]

Form 24-23

The following form, which is intended to cover collateral consisting of instruments or investment property, is adapted from one of the four security agreements contained in the *Texas Real Estate Forms Manual* (State Bar of Texas). Three other forms available in that manual cover other types of collateral: (1) goods, including documents covering goods, equipment, inventory, consumer goods, and farm products; (2) accounts, chattel paper, general intangibles, and commercial tort claims; and (3) an interest in a noncorporate entity. See the practice notes at section 24.31 for important information concerning perfection of the security interest.

Security Agreement
[Instruments, Investment Property]

Basic Information

Date:

Debtor:

Debtor's Mailing Address: **[include county]**

Secured Party:

Secured Party's Mailing Address: **[include county]**

Classification of Collateral: [Instruments/Investment property/Instruments and investment property]

Collateral:

All of Debtor's interest in the following personal property and all supporting obligations and proceeds of such property: **[describe the specific collateral as follows:** that certain **[[title of instrument]/note]**, dated **[date]**, in the original face amount of **[\$[amount]]**, issued by **[name]** as maker and payable to **[name]** as payee/all instruments or notes acquired by or payable to Debtor arising out of Debtor's sale of lots in the **[name]** subdivision otherwise known as **[insert legal description]/[number]**

shares of [**describe class or series of preferred or common**] stock of [**name of corporation**] represented by certificate number[s] [**number[s]**], brokerage account number [**number**], maintained in the name of Debtor with [**name of broker or securities intermediary**]/instruments, including promissory notes/investment property, including securities] [**include if applicable**: and all after-acquired collateral of the same classification].

Obligation

Note

Date:

Original principal amount:

Borrower (Obligor):

Include either or both of the following if applicable.

Other debt/Future advances: The security interest also secures all other present and future debts and liabilities of Debtor and/or Obligor to Secured Party, including future advances.

Other obligation[s]:

Continue with the following.

A. Debtor's Representations Concerning Debtor and Locations:

Include one or more of the following paragraphs as applicable and modify paragraph numbers as appropriate.

A.1. [Debtor's place of business/Debtor's chief executive office] is located at [address, city, state].]

Include the following if the debtor is an individual.

A.2. Debtor's residence is located at [address, city, state].

Include the following paragraphs if the debtor is a corporation, limited partnership, or limited liability company.

A.2. Debtor's state of organization is [Texas/[state]], and Debtor's name, as shown in its public organic record, as amended, is exactly as set forth above.

A.3. Debtor's records concerning the collateral are located at [address, city, state].

B. Granting Clause

Debtor grants to Secured Party a security interest in the collateral and all its proceeds to secure the obligation and all renewals, modifications, and extensions of the obligation. Debtor authorizes Secured Party to file a financing statement describing the collateral.

C. Debtor Represents the Following:

C.1. No financing statement covering the collateral is filed in any public office [include if the secured party has prefilled a financing statement or otherwise has a financing statement on file: except any financing statement in favor of Secured Party].

C.2. Debtor owns the collateral and has the authority to grant this security interest, free from any setoff, claim, restriction, security interest, or encumbrance except liens for taxes not yet due.

C.3. All information about Debtor's financial condition is or will be accurate when provided to Secured Party.

C.4. Each instrument and security, certificated or uncertificated, in the collateral is and will represent the valid, legally enforceable obligation of the issuer thereof.

C.5. The transaction under which each instrument and security, certificated or uncertificated, in the collateral was issued and transferred to Debtor conforms and will conform in all respects to applicable state and federal law, including securities law and consumer credit law.

D. Debtor Agrees to—

D.1. Defend the collateral against all claims adverse to Secured Party's interest; pay all taxes imposed on the collateral; keep the collateral free from liens, except for liens in favor of Secured Party or for taxes not yet due; keep the collateral in Debtor's possession and ownership except as otherwise provided in this agreement; maintain the collateral in good condition; and protect the collateral against waste, except for ordinary wear and tear.

D.2. Pay all Secured Party's expenses, including reasonable attorney's fees and legal expenses, incurred to (a) obtain, preserve, perfect, defend, and enforce this agreement; (b) retake, hold, prepare for disposition, dispose, collect, or enforce the collateral; and (c) collect or enforce the obligation. These expenses will bear interest from the date of advance at the rate stated in the note for matured, unpaid amounts and are payable on demand at the place where the obligation is payable. These expenses and interest are part of the obligation and are secured by this agreement.

D.3. Sign and deliver to Secured Party any documents or instruments that Secured Party considers necessary to obtain, maintain, and perfect this security interest in the collateral and take any action requested by Secured Party for Secured Party to obtain control of investment property in the collateral.

D.4. Notify Secured Party immediately of any event of default and of any material change (a) in the collateral, (b) in Debtor's mailing address, (c) in the location of any collateral, (d) in any other representation or warranty in this agreement, and (e) that may affect this

security interest, and of any change (f) in Debtor's name and (g) of any location set forth above to another state.

D.5. Use the collateral primarily according to the stated classification.

D.6. Maintain accurate records of the collateral at the address set forth above; furnish Secured Party any requested information related to the collateral; and permit Secured Party to inspect and copy all records relating to the collateral.

D.7. If the collateral is not in the possession or control of Secured Party, permit Secured Party to inspect the collateral.

D.8. Immediately deliver to Secured Party, with an assignment or endorsement, current and after-acquired instruments and certificated securities in the collateral.

D.9. Preserve the liability of all obligors on the collateral and preserve the priority of all security for the collateral.

D.10. On Secured Party's demand, deposit all payments received as proceeds of the collateral in a special bank account designated by Secured Party, who alone will have power of withdrawal.

D.11. Cause all obligors on the collateral to pay and perform all their obligations and inform Secured Party immediately of the default in the payment or performance of any collateral.

E. Debtor Agrees Not to—

E.1. Sell, transfer, or encumber any of the collateral [**include if applicable:** except in the ordinary course of Debtor's business].

Select one of the following.

Include the following if the debtor is a corporation, limited partnership, or limited liability company.

E.2. Change its name or jurisdiction of organization, merge or consolidate with any person, or convert to a different entity without notifying Secured Party in advance and taking action to continue the perfected status of the security interest in the collateral.

Or

Include the following if the debtor is an entity other than a corporation, limited partnership, or limited liability company.

E.2. Change the state in which Debtor's place of business (or chief executive office if Debtor has more than one place of business) is located, change its name, or convert to a different entity without notifying Secured Party in advance and taking action to continue the perfected status of the security interest in the collateral.

Or

Include the following if the debtor is an individual.

E.2. Change Debtor's name or state of residence without notifying Secured Party in advance and taking action to continue the perfected status of the security interest in the collateral.

Continue with the following.

E.3. Modify any term of any instrument or security in the collateral.

E.4. Commingle any payment on the collateral with any of Debtor's other funds or property.

F. Default and Remedies

F.1. A default exists if—

- a. Debtor, Obligor, or any secondary obligor fails to timely pay or perform any obligation or covenant in any written agreement between Secured Party and any of Debtor, Obligor, or secondary obligor;
- b. any representation in this agreement or in any other written agreement between Secured Party and any of Debtor, Obligor, or secondary obligor is materially false when made;
- c. a receiver is appointed for Debtor, Obligor, any secondary obligor, or any collateral;
- d. any collateral is assigned for the benefit of creditors;
- e. a bankruptcy or insolvency proceeding is commenced by Debtor, a partnership in which Debtor is a general partner, Obligor, or any secondary obligor;
- f. a bankruptcy or insolvency proceeding is commenced against Debtor, a partnership in which Debtor is a general partner, Obligor, or any secondary obligor, and the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered;
- g. any of the following parties is terminated, begins to wind up its affairs, is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of any of the following parties: Debtor; a partnership of which Debtor is a general partner; Obligor; or any secondary obligor;
or
- h. any collateral is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly

replaced with collateral of like kind and quality or restored to its former condition.

F.2. If a default exists, Secured Party may—

- a. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, sue for, and adjust the collateral either in Secured Party's or Debtor's name, as Secured Party desires, or take control of any proceeds of the collateral and apply the proceeds against the obligation;
- b. take possession of any collateral not already in Secured Party's possession, without demand or legal process, and for that purpose Debtor grants Secured Party the right to enter any premises where the collateral may be located;
- c. without taking possession, sell, lease, or otherwise dispose of the collateral at any public or private sale in accordance with law;
- d. exercise any rights and remedies granted by law or this agreement;
- e. notify obligors on the collateral to pay Secured Party directly;
- f. as Debtor's agent, make any endorsements in Debtor's name and on Debtor's behalf of any instruments in the collateral and to any proceeds of the collateral;
- g. exercise and enforce all rights, including voting rights, available to an owner of the collateral; and
- h. transfer record ownership of any collateral to Secured Party.

F.3. Foreclosure of this security interest by suit does not limit Secured Party's remedies, including the right to sell the collateral under the terms of this agreement. Secured Party

may exercise all remedies at the same or different times, and no remedy is a defense to any other. Secured Party's rights and remedies include all those granted by law and those specified in this agreement.

F.4. Secured Party's delay in exercising, partial exercise of, or failure to exercise any of its remedies or rights does not waive Secured Party's rights to subsequently exercise those remedies or rights. Secured Party's waiver of any default does not waive any other default by Debtor. Secured Party's waiver of any right in this agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.

F.5. Secured Party has no obligation to clean or otherwise prepare the collateral for sale.

F.6. Other than exercising reasonable care to assure safe custody of the collateral in its possession, Secured Party has no responsibility for the collateral. Secured Party has no obligation to collect any of the collateral and is not liable for failure to collect any of the collateral, for failure to preserve any right pertaining to the collateral, or for any act or omission on the part of Secured Party or Secured Party's officers, agents, or employees, except willful misconduct.

F.7. Secured Party has no obligation to satisfy the obligation by attempting to collect the obligation from any other person liable for it. Secured Party may release, modify, or waive any collateral provided by any other person to secure any of the obligation. If Secured Party attempts to collect the obligation from any other person liable for it or releases, modifies, or waives any collateral provided by any other person, that will not affect Secured Party's rights against Debtor. Debtor waives any right Debtor may have to require Secured Party to pursue any third person for any of the obligation.

F.8. If Secured Party must comply with any applicable state or federal law requirements in connection with a disposition of the collateral, such compliance will not be considered to adversely affect the commercial reasonableness of a sale of the collateral.

F.9. Secured Party may sell the collateral without giving any warranties as to the collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of a sale of the collateral.

F.10. If Secured Party sells any of the collateral on credit, Debtor will be credited only with payments actually made by the purchaser and received by Secured Party for application to the indebtedness of the purchaser. If the purchaser fails to pay for the collateral, Secured Party may resell the collateral and Debtor will be credited with the proceeds of the sale.

F.11. If Secured Party purchases any of the collateral being sold, Secured Party may pay for the collateral by crediting the purchase price against the obligation.

F.12. Secured Party has no obligation to marshal any assets in favor of Debtor or against or in payment of the note, any of the other obligation[s], or any other obligation owed to Secured Party by Debtor or any other person.

F.13. If the collateral is sold after default, recitals in the bill of sale or transfer will be prima facie evidence of their truth and all prerequisites to the sale specified by this agreement and by law will be presumed satisfied.

G. General

G.1. Notice is reasonable if it is mailed, postage prepaid, to Debtor at Debtor's mailing address at least ten days before any public sale or ten days before the time when the collateral may be otherwise disposed of without further notice to Debtor.

G.2. This security interest will neither affect nor be affected by any other security for any of the obligation. Neither extensions of any of the obligation nor releases of any of the collateral will affect the priority or validity of this security interest.

G.3. This agreement binds, benefits, and may be enforced by the successors in interest of Secured Party and will bind all persons who become bound as debtors to this agreement. Assignment of any part of the obligation and Secured Party's delivery of any part of the collateral will fully discharge Secured Party from responsibility for that part of the collateral. If such an assignment is made, Debtor will render performance under this agreement to the assignee. Debtor waives and will not assert against any assignee any claims, defenses, or setoffs that Debtor could assert against Secured Party except defenses that cannot be waived. All representations, warranties, and obligations are joint and several as to each Debtor.

G.4. This agreement may be amended only by an instrument in writing signed by Secured Party and Debtor.

G.5. The unenforceability of any provision of this agreement will not affect the enforceability or validity of any other provision.

G.6. This agreement will be construed according to Texas law, without regard to choice-of-law rules of any jurisdiction. This agreement is to be performed in the county of Secured Party's mailing address.

G.7. Interest on the obligation secured by this agreement will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the obligation or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the obligation or, if the prin-

cipal of the obligation has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the obligation.

G.8. In no event may this agreement secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

G.9. When the context requires, singular nouns and pronouns include the plural.

G.10. Any term defined in sections 1.101 to 9.709 of the Texas Business and Commerce Code and not defined in this agreement has the meaning given to the term in the Code.

G.11. This agreement is given to comply with the Final Decree of Divorce rendered in Cause No. [number], styled “[style of case],” by the [designation] Court of [county] County, Texas, and the obligation imposed in that decree.

[Name of debtor]

Form 24-24

UCC1
Financing Statement

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)				
B. E-MAIL CONTACT AT FILER (optional)				
C. SEND ACKNOWLEDGMENT TO: (Name and Address)				

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box:				
☐ Public-Finance Transaction	☐ Manufactured-Home Transaction	☐ A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box:	
			☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser				
8. OPTIONAL FILER REFERENCE DATA:				

Form 24-25

Letter to Insurance Company Requesting Change-of-Beneficiary Forms

[Date]

[Name and address of company]

Re: Policy number:

[Salutation]

Please send me the appropriate forms to execute a change of beneficiary on the above policy.

Sincerely yours,

[Name of attorney]

Form 24-26

Letter to Life Insurance Company—Status of Policy

[Date]

[Name and address of company]

Re: Policy number:

[Salutation]

My client, [name], in accordance with the terms of the Decree of Divorce rendered by the court on [date], has been named the [owner/beneficiary/primary beneficiary] of the above life insurance policy on the life of [name], carried with your company. Enclosed is a certified copy of the Decree of Divorce.

Please send annual confirmation of coverage to [name and address of client].

Please keep me informed about the status of this policy, the payment of premiums, and whether there are any loan applications against the policy.

Sincerely yours,

[Name of attorney]

Enc.

Form 24-27

Letter to Health or Dental Insurance Company—Request for Certificate of Coverage

[Date]

[Name and address of insurance company]

Re: Policy number:

Insured:

Beneficiary:

[Salutation]

In accordance with the order of the [designation] Court of [county] County, Texas, signed on [date], [name] is required to furnish [health/dental] insurance coverage for the benefit of [name[s]].

Please send me a certificate of insurance of this coverage annually. I enclose a form to be completed and returned to me.

If you have any questions about this document, please let me know. Thank you.

Sincerely yours,

[Name of attorney]

Enc.

INSURANCE CARRIER: _____

POLICY NUMBER: _____

NAME OF INSURED: _____

NAMES OF BENEFICIARIES UNDER POLICY: _____

DEDUCTIBLE AMOUNT: _____

EFFECTIVE DATE OF POLICY: _____

EXPIRATION DATE OF POLICY: _____

REMARKS: _____

Form 24-28

This notice, which may be provided to the plan administrator by either the group member or the dependent, is required for plans covered by the Texas Insurance Code. See the practice notes at section [23.7](#).

**Letter to Group Health Insurance Plan—Notice of Severance of the
Family Relationship**

[Date]

[Name and address of plan administrator]

Re: Group policy number:

Name of group member:

Notice of Severance of the Family Relationship

[Salutation]

I was divorced from [name of former spouse] on [date] in Cause No. [number], a suit styled “[style of case],” filed in the [designation] Court of [county] County, Texas. This notice is provided to you within fifteen days of the severance of the family relationship according to the provisions of section 1251.308 of the Texas Insurance Code.

Sincerely yours,

[Name of client]

Form 24-29

This request for continued coverage must be given to the plan administrator within sixty days of the divorce, and it must be signed by the client applying for continued coverage. See the practice notes at section 23.7.

Letter to Group Health Insurance Plan—Request for Continued Coverage

[Date]

[Name and address of plan administrator]

Re: Group policy number:

Name of group member:

Request for Continued Coverage

[Salutation]

I was divorced from [name of group member] on [date] in Cause No. [number], a suit styled “[style of case],” filed in the [designation] Court of [county] County, Texas. My former spouse is a group member in the above-referenced group policy.

Include the following for plans covered under *federal* law.

I was a qualified beneficiary under the plan on the day before the divorce.

Include the following for plans covered under *Texas* law.

I was a dependent of the group member for one year before the divorce.

Continue with the following.

I wish to exercise my right to continued coverage under the policy. This notice is provided to you within sixty days of the divorce. Please supply me with appropriate forms for the continued coverage.

Sincerely yours,

[Name of client]

Form 24-30

Form 8332 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent ▶ Attach a separate form for each child. ▶ Go to www.irs.gov/Form8332 for the latest information.	OMB No. 1545-0074 Attachment Sequence No. 115
Name of noncustodial parent _____		Noncustodial parent's social security number (SSN) ▶ _____

Note: This form also applies to some tax benefits, including the child tax credit, additional child tax credit, and credit for other dependents. It doesn't apply to other tax benefits, such as the earned income credit, dependent care credit, or head of household filing status. See the instructions and Pub. 501.

Part I Release of Claim to Exemption for Current Year

I agree not to claim an exemption for _____
 Name of child _____
 for the tax year 20 ____.

 Signature of custodial parent releasing claim to exemption Custodial parent's SSN Date

Note: If you choose not to claim an exemption for this child for future tax years, also complete Part II.

Part II Release of Claim to Exemption for Future Years (If completed, see **Noncustodial Parent** on page 2.)

I agree not to claim an exemption for _____
 Name of child _____
 for the tax year(s) _____.
 (Specify. See instructions.)

 Signature of custodial parent releasing claim to exemption Custodial parent's SSN Date

Part III Revocation of Release of Claim to Exemption for Future Year(s)

I revoke the release of claim to an exemption for _____
 Name of child _____
 for the tax year(s) _____.
 (Specify. See instructions.)

 Signature of custodial parent revoking the release of claim to exemption Custodial parent's SSN Date

General Instructions

What's New

Exemption deduction suspended. The deduction for personal exemptions is suspended for tax years 2018 through 2025 by the Tax Cuts and Jobs Act. Although the exemption amount is zero, eligibility to claim an exemption may make you eligible for other tax benefits. See Pub. 501 for details. Although taxpayers can't claim a deduction for exemptions, eligibility to claim an exemption for a child remains important for determining who may claim the child tax credit, the additional child tax credit, and the credit for other dependents, as well as other tax benefits. See the instructions and Pub. 501 for details.

Purpose of Form

If you are the custodial parent, you can use this form to do the following.

- Release a claim to exemption for your child so that the noncustodial parent can claim an exemption for the child and claim the child tax credit, the additional child tax credit, and the credit for other dependents (if applicable).
- Revoke a previous release of claim to exemption for your child.

Release of claim to exemption. Complete this form (or sign a similar statement containing the same information required by this form) and give it to the noncustodial parent. The noncustodial parent must attach this form or similar statement to his or her tax return each year the exemption is claimed. Use Part I to release a claim to the exemption for the current year. Use Part II if you choose to release a claim to exemption for any future year(s).

Note: If the decree or agreement went into effect after 1984 and before 2009, you can attach certain pages from the decree or agreement instead of Form 8332, provided that these pages are substantially similar to Form 8332. See *Post-1984 and pre-2009 decree or agreement* on page 2.

Revocation of release of claim to exemption. Use Part III to revoke a previous release of claim to an exemption. The revocation will be effective no earlier than the tax year following the year in which you provide the noncustodial parent with a copy of the revocation or make a reasonable effort to provide the noncustodial parent with a copy of the revocation. Therefore, if you revoked a release on Form 8332 and provided a copy of the form to the noncustodial parent in 2018, the earliest tax year the revocation

can be effective is 2019. You must attach a copy of the revocation to your tax return each year the exemption is claimed as a result of the revocation. You must also keep for your records a copy of the revocation and evidence of delivery of the notice to the noncustodial parent, or of reasonable efforts to provide actual notice.

Custodial Parent and Noncustodial Parent

The custodial parent is generally the parent with whom the child lived for the greater number of nights during the year. The noncustodial parent is the other parent. If the child was with each parent for an equal number of nights, the custodial parent is the parent with the higher adjusted gross income. For details and an exception for a parent who works at night, see Pub. 501.

Dependent Child

A dependent is either a qualifying child or a qualifying relative. See the instructions for your tax return for the definition of these terms. Generally, a child of divorced or separated parents will be a qualifying child of the custodial parent. However, if the special rule on page 2 applies, then the child will be treated as the qualifying child or qualifying

Form 8332 (Rev. 10-2018)

Page **2**

relative of the noncustodial parent for purposes of the dependency exemption, the child tax credit, the additional child tax credit, and the credit for other dependents.

Special Rule for Children of Divorced or Separated Parents

A child is treated as a qualifying child or a qualifying relative of the noncustodial parent if all of the following apply.

1. The child received over half of his or her support for the year from one or both of the parents (see the *Exception* below). If you received payments under the Temporary Assistance for Needy Families (TANF) program or other public assistance program and you used the money to support the child, see Pub. 501.
2. The child was in the custody of one or both of the parents for more than half of the year.
3. Either of the following applies.

a. The custodial parent agrees not to claim an exemption for the child by signing this form or a similar statement. If the decree or agreement went into effect after 1984 and before 2009, see *Post-1984 and pre-2009 decree or agreement* below.

b. A pre-1985 decree of divorce or separate maintenance or written separation agreement states that the noncustodial parent can claim the child as a dependent. But the noncustodial parent must provide at least \$600 for the child's support during the year. This rule does not apply if the decree or agreement was changed after 1984 to say that the noncustodial parent cannot claim the child as a dependent.

For this rule to apply, the parents must be one of the following.

- Divorced or legally separated under a decree of divorce or separate maintenance.
- Separated under a written separation agreement.
- Living apart at all times during the last 6 months of the year.

If this rule applies, and the other dependency tests in the instructions for your tax return are also met, the noncustodial parent can claim an exemption for the child.

Exception. If the support of the child is determined under a multiple support agreement, this special rule does not apply, and this form should not be used.

Post-1984 and pre-2009 decree or agreement. If the divorce decree or separation agreement went into effect after 1984 and before 2009, the noncustodial parent can attach certain pages from the decree or agreement

instead of Form 8332, provided that these pages are substantially similar to Form 8332. To be able to do this, the decree or agreement must state all three of the following.

1. The noncustodial parent can claim the child as a dependent without regard to any condition (such as payment of support).
2. The other parent will not claim the child as a dependent.
3. The years for which the claim is released.

The noncustodial parent must attach all of the following pages from the decree or agreement.

- Cover page (include the other parent's SSN on that page).
- The pages that include all of the information identified in (1) through (3) above.
- Signature page with the other parent's signature and date of agreement.



The noncustodial parent must attach the required information even if it was filed with a return in an earlier year.

Post-2008 decree or agreement. If the divorce decree or separation agreement went into effect after 2008, the noncustodial parent can't attach certain pages from the decree or agreement instead of Form 8332.

Specific Instructions

Custodial Parent

Part I. Complete Part I to release a claim to exemption for your child for the current tax year.

Part II. Complete Part II to release a claim to exemption for your child for one or more future years. Write the specific future year(s) or "all future years" in the space provided in Part II.



To help ensure future support, you may not want to release your claim to the exemption for the child for future years.

Part III. Complete Part III if you are revoking a previous release of claim to exemption for your child. Write the specific future year(s) or "all future years" in the space provided in Part III.

The revocation will be effective no earlier than the tax year following the year you provide the noncustodial parent with a copy of the revocation or make a reasonable effort to provide the noncustodial parent with a copy of the revocation. Also, you must attach a copy of the revocation to your tax return for each year you are claiming the exemption as a result of the revocation. You must also keep for your records a copy of the revocation and evidence of delivery of the notice to the noncustodial parent, or of reasonable efforts to provide actual notice.

Example. In 2015, you released a claim to exemption for your child on Form 8332 for the years 2016 through 2020. In 2018, you decided to revoke the previous release of exemption. If you completed Part III of Form 8332 and provided a copy of the form to the noncustodial parent in 2018, the revocation will be effective for 2019 and 2020. You must attach a copy of the revocation to your 2019 and 2020 tax returns and keep certain records as stated earlier.

Noncustodial Parent

Attach this form or similar statement to your tax return for each year you claim the exemption for your child. You can claim the exemption only if the other dependency tests in the instructions for your tax return are met.



If the custodial parent released his or her claim to the exemption for the child for any future year, you must attach a copy of this form or similar statement to your tax return for each future year that you claim the exemption. Keep a copy for your records.

Note: If you are filing your return electronically, you must file Form 8332 with Form 8453, U.S. Individual Income Tax Transmittal for an IRS e-file Return. See Form 8453 and its instructions for more details.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You aren't required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Internal Revenue Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For the estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Form 24-31

Change of Address

Form **8822**

(Rev. October 2015)

Department of the Treasury
Internal Revenue Service

Change of Address

(For Individual, Gift, Estate, or Generation-Skipping Transfer Tax Returns)

▶ Please type or print. ▶ See instructions on back. ▶ Do not attach this form to your return.

▶ Information about Form 8822 is available at www.irs.gov/form8822.

OMB No. 1545-1163

Part I Complete This Part To Change Your Home Mailing AddressCheck **all** boxes this change affects:

- 1 ☐ Individual income tax returns (Forms 1040, 1040A, 1040EZ, 1040NR, etc.)
 ▶ If your last return was a joint return and you are now establishing a residence separate from the spouse with whom you filed that return, check here ▶ ☐

- 2 ☐ Gift, estate, or generation-skipping transfer tax returns (Forms 706, 709, etc.)
 ▶ For Forms 706 and 706-NA, enter the decedent's name and social security number below.

▶ Decedent's name

▶ Social security number

3a Your name (first name, initial, and last name)**3b** Your social security number**4a** Spouse's name (first name, initial, and last name)**4b** Spouse's social security number**5a** Your prior name(s). See instructions.**5b** Spouse's prior name(s). See instructions.**6a** Your old address (no., street, apt. no., city or town, state, and ZIP code). If a P.O. box, see instructions. If foreign address, also complete spaces below, see instructions.

Foreign country name

Foreign province/county

Foreign postal code

6b Spouse's old address, if different from line 6a (no., street, apt. no., city or town, state, and ZIP code). If a P.O. box, see instructions. If foreign address, also complete spaces below, see instructions.

Foreign country name

Foreign province/county

Foreign postal code

7 New address (no., street, apt. no., city or town, state, and ZIP code). If a P.O. box, see instructions. If foreign address, also complete spaces below, see instructions.

Foreign country name

Foreign province/county

Foreign postal code

Part II Signature

Daytime telephone number of person to contact (optional) ▶

**Sign
Here**

Your signature

Date

If joint return, spouse's signature

Date

Signature of representative, executor, administrator/if applicable

Date

Title

For Privacy Act and Paperwork Reduction Act Notice, see back of form.

Cat. No. 12081V

Form **8822** (Rev. 10-2015)

Form 24-32**Transfer under the Texas Uniform Transfers to Minors Act**

I, **[name of transferor]**, hereby transfer to **[name of new custodian]**, as custodian for **[name of minor]** under the Texas Uniform Transfers to Minors Act, the following: **[description of the custodial property sufficient to identify it]**.

Dated: **[date]**

[Name of transferor]

[Name of new custodian] acknowledges receipt of the property described above as custodian for the minor named above under the Texas Uniform Transfers to Minors Act.

Dated: **[date]**

[Name of new custodian]

Form 24-33**Letter to Client Regarding Alternatives for Preparation of Real Estate Closing Documents****[Date]****[Name and address of client]****Re: [style of case]****[Salutation]**

In preparing the closing documents relating to your divorce, deeds may need to be prepared, executed, and filed with the clerk's office of the county in which the property is located to effect the transfer of ownership.

If property is to be conveyed to you, you have the right to have a title policy issued with regard to each such conveyance or to have a title search or abstract letter issued. This office does not issue title policies, nor do we prepare abstracts or conduct title searches related to the conveyance of real estate or to secure obligations created in divorce documents.

In preparing any real estate documents in your divorce, we rely solely on information you provide us about the ownership of property, legal descriptions, existing liens, encumbrances, or other restrictions that may affect the conveyance of title.

If you wish to have a title policy issued or a title search performed or abstract prepared, please advise me in writing, and I will be happy to refer this aspect of the closing documents relating to your case to a title company. You may also consult with a title company of your choice or an abstract attorney. You will need to arrange the payment of their charges directly with the title company.

Please advise this office, in writing, if you desire to have a title search, abstract letter, or title policy issued, or any other research done with regard to the real estate closing documents that may need to be prepared to conclude your case.

Sincerely,

[Name of attorney]

Form 24-34

This letter may be adapted for use with representations other than for a divorce.

Letter to Client at Conclusion of Representation

[Date]

[Name and address of client]

Re: [style of case]

[Salutation]

Thank you for allowing us to represent you in your [specify type of action]. We hope you have been pleased with our representation, and we invite any comments, good or critical, that would assist us in our representation of future clients.

Now that our representation of you is concluded, I want to make suggestions to tie up loose ends.

1. As you know, we hold certain originals or copies of documents in connection with your case. Please call to set up a time to pick up any documents you want to keep. We will retain your file for [period of time], after which it will be destroyed.

2. If you had health insurance under your ex-spouse's group employment insurance, you have the right under federal law to convert your coverage into your name in accordance with COBRA. You have only thirty days, however, from the date the decree was signed to give notice to your ex-spouse's employer and insurance company that you are making that election. You must do so within the thirty-day period, or you may waive your ability to have this coverage. Please contact me immediately if you have any questions concerning this issue.

3. If you have not already done so, please consider having a new will prepared to make certain the people you want will receive properties owned by you in the event of your death. Please call me if you would like our office to handle this matter for you or refer you to another attorney.

4. Because a will may not affect certain assets (retirement plans, financial accounts, and life insurance), please contact the companies through whom you have those assets and sign whatever documents they require to change beneficiaries.

5. If your address has changed or if your name was changed in the decree, please contact the following to determine what you need to do to change your information on their records:

Social Security Administration at [address or telephone number];

Department of Public Safety Driver's License Division at [address or telephone number];

Credit card companies;

Insurance—vehicle, home, life, and so forth;

Internal Revenue Service at 800-829-1040;

Mortgage holders;

Utilities on your residence;

State licensing agencies; and

U.S. Department of State, to change your name on your passport. (For information, log onto <https://travel.state.gov/content/travel/en/passports.html>.)

If your name was changed, it may not be possible to change your driver's license until you have received your new Social Security card. And because many of the others will require the driver's license change before they will modify their records, we suggest you contact the Department of Public Safety Driver's License Division first.

Include 6., 7., 8., and 9. as applicable.

6. Specifically in connection with the Social Security issue, because you were married to your ex-spouse for at least ten years, at age sixty-two you will be able to apply to draw Social Security benefits on your own account or on your ex-spouse's account, depending on which will benefit you more. However, please note that you may lose your right to draw Social Security benefits on your ex-spouse's account if you remarry someone other than your ex-spouse. For more information, I recommend that you seek advice from a financial professional with expertise in Social Security benefits.

7. In connection with the child issues in your case:

- a. You should notify schools or day-care facilities of any changes in the pickup or delivery schedule and whether there are any changes in who has authority to pick up your child.
- b. You should advise the school if there are any changes of address or telephone number for either party so that each parent will receive notices, mailings, and reports.
- c. If any of the events occur as set forth in the decree to require the notifications also listed in the decree (such as change of address or employment), you should make the required notifications immediately.

8. In connection with properties you were awarded:

- a. You will need to record any documents necessary to transfer title into your name. You will also need to contact the holder of the mortgage to make certain all escrow deposits and any other benefits (such as private mortgage insurance) accruing from your ownership of the property are also transferred into your name.
- b. We have secured a power of attorney on the vehicle(s) awarded to you. You should take this power of attorney, the title(s) to the vehicle(s), and evidence of liability insurance to the auto registration office at [address] to have the title(s) changed to your name.
- c. If you were awarded a portion of a retirement plan, you will need to submit to the plan administrator the necessary qualified domestic relations order (QDRO) to transfer your portion into an account solely in your name. Once the QDRO has qualified with the plan requirements, the plan administrator will send certain documents directly to you. I strongly recommend that you seek the advice of a financial planner or tax advisor to obtain advice regarding your options, including whether you should roll the account over into another type of plan, and the consequences thereof.
- d. You should also review the payee of the survivor benefits under your 401(k) or other retirement plan. Sometimes the grant of a divorce will not have the effect of changing the beneficiaries.
- e. Please contact the insurance companies on any life insurance policies you received or policies covering any asset you received (your house, vehicle, and so forth) to make certain all transfer and other forms have been signed to properly effectuate the intent of the decree.

9. Specifically in connection with financial accounts that were awarded to you (bank accounts, individual retirement accounts, stocks and bonds, and so forth), please contact the financial institutions holding those accounts and follow their advice to make certain your ex-spouse's name is not on the accounts and that your ex-spouse has no authority over the accounts.

Continue with the following.

10. You should take care to change any computer or phone passwords to ensure your Internet privacy.

11. As stated in our initial letter to you, we do not give tax advice. Accordingly, please contact a certified public accountant, accountant, or other person whom you choose and make certain you have everything from the divorce proceeding that you will need for preparation of your next tax return and to make certain you take whatever action may be required that will be necessary or that may benefit you in the payment of taxes.

Again, thank you for allowing us to represent you. If you have any questions about this letter, your file, or our representation, now or in the future, please do not hesitate to give me a call.

Sincerely yours,

[Name of attorney]

Form 24-35**Letter to Client Regarding Changing Beneficiary and
Fiduciary Designations****[Date]****[Name and address of client]****Re: [style of case]****[Salutation]**

The [granting of a divorce/granting of an annulment/declaring of a marriage void] will cause significant changes in the beneficiary provisions of your employee benefits, will, trusts, life insurance, and other financial plans.

The Texas Family Code declares that the designating provision of your retirement plan or other employee benefit in favor of your former spouse is ineffective. You should contact your plan administrator immediately and arrange to change the designation to an alternate beneficiary.

The Family Code also declares that any provisions in your life insurance policies in favor of your former spouse are ineffective. This fact could lead to unintended consequences, so you should contact your insurance agent to make any necessary beneficiary changes.

The Texas Estates Code declares that, unless the will provides otherwise, all provisions in your will, including trusts as well as fiduciary appointments, are read as though your former spouse predeceased you. The Estates Code also revokes certain beneficiary designations in multiparty financial accounts and nontestamentary transfers such as revocable trust instruments in the event of a divorce. Additionally, if you have executed a transfer on death deed, it

would be advisable to take action to revoke the deed. You should obtain the services of an attorney to determine what this means to your estate plan and assist you with any changes.

Other financial documents, such as certificates of deposit and accounts with rights of survivorship, should also be reviewed to determine what impact the termination of marriage will have.

Needless to say, these steps should be undertaken immediately.

Sincerely yours,

[Name of attorney]

Form 24-36

If a marriage between the transferor in a transfer on death deed and a designated beneficiary is dissolved after the deed is recorded, a final judgment of the court dissolving the marriage operates to revoke the transfer on death deed as to that designated beneficiary if notice of the judgment is recorded before the transferor's death in the deed records of the county where the deed is recorded. [Tex. Est. Code § 114.057\(c\)](#).

Notice of Judgment

STATE OF TEXAS)

COUNTY OF)

This Notice of Judgment is filed by **[name]**. On **[date]**, in Cause No. **[number]**, styled “**[style of case]**,” in the **[designation]** Court of **[county]** County, the court signed a Decree [of Divorce/of Annulment/Declaring Marriage Void] dissolving the marriage between **[name of transferor]** and **[name of ex-spouse]**.

Pursuant to section 114.057(c) of the Texas Estates Code, this final judgment operates to revoke as to **[name of ex-spouse]** all transfer on death deeds executed by **[name of transferor]** that are filed in the real estate records of this county.

SIGNED on _____.

[Name]

This instrument was acknowledged before me on _____ by **[name]**.

 Notary Public, State of Texas

Form 24-37

This form for a deed of trust to secure assumption is to be used when the grantor has a deadline to pay off the loan or refinance it solely in the grantor's name. For a deed of trust to secure assumption without such a deadline, see form [24-7](#).

Deed of Trust to Secure Assumption
[with Maturity Date]

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Basic Information

Date:

Grantor:

Grantor's Mailing Address: [include county]

Trustee:

Trustee's Mailing Address: [include county]

Beneficiary:

Beneficiary's Mailing Address: [include county]

Obligation:

The purpose of this deed of trust is to secure Grantor's assumption of the loan and Grantor's agreement to sell the property or refinance the assumed loan on or before [date], when the entire balance of the assumed loan, principal, and interest then remaining unpaid, if any, shall be then due and payable. This deed of trust to secure Grantor's promise to pay the

assumed loan in full will mature on [date]. If the assumed loan is not paid in full by this date, Grantor will face foreclosure and be responsible for all legal fees and expenses incurred by Beneficiary in the foreclosure process. In the event that these obligations mature, Beneficiary is not under any obligation to advance payment of the loan balance before proceeding with foreclosure.

Note and Deed of Trust Assumed

Date:

Original principal amount:

Maker and Grantor:

Payee and Beneficiary:

Recording information:

Property (including any improvements): [property description]

Prior Lien: [include recording information]

If there is more than one prior lien, repeat above information for each additional prior lien and change the words <i>Prior Lien</i> to <i>Prior Liens</i> in all applicable instances.

Other Exceptions to Conveyance and Warranty:

Consideration: Beneficiary has conveyed the property to Grantor, who as part of the consideration promised to pay the note assumed and to be bound by the deed of trust assumed.

A. Granting Clause

For value received and to secure Grantor's assumption, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the

other exceptions to conveyance and warranty. If Grantor performs all the covenants of the note and deed of trust assumed and if Beneficiary has not filed a notice of advancement, a release of the deed of trust assumed will release this deed of trust to secure assumption and Beneficiary's vendor's lien.

B. Grantor's Obligations

Grantor agrees to—

B.1. perform all the covenants of the Note and Deed of Trust assumed; and

B.2. notify Beneficiary and Lender of any change of address.

C. Beneficiary's Rights

C.1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

C.2. If Grantor fails to perform any of Grantor's obligations under the note assumed or deed of trust assumed, Beneficiary may perform those obligations, advance funds required, and then be reimbursed by Grantor on demand for any amounts so advanced, including attorney's fees, plus interest on those amounts from the dates of payment at the highest legal rate. The amount to be reimbursed will be secured by this deed of trust to secure assumption.

C.3. Beneficiary may file a sworn notice of such advancement in the office of the county clerk in the county in which the property is located. The notice will detail the dates, amounts, and purposes of the amounts advanced and the legal description of the property.

C.4. If Grantor fails on demand to reimburse Beneficiary for the amounts advanced and such failure continues after Beneficiary gives Grantor notice of the failure and the time within which it must be cured, to the extent required by law or by written agreement, Beneficiary may—

- a. exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect;
- b. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited to the amount owed to Beneficiary.

D. Trustee's Rights and Duties

If directed by Beneficiary to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by this deed of trust to secure assumption and the Texas Property Code as then in effect;

D.2. sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the prior lien and to the other exceptions to conveyance and warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Beneficiary, the full amount advanced, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust to secure assumption, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the property is sold under this deed of trust to secure assumption, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the property will be presumed to be true.

E.3. Proceeding under this deed of trust to secure assumption, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will be superior to liens later created even if Beneficiary has made no advancements when later liens are created.

E.5. If any portion of the advancements cannot be lawfully secured by this deed of trust to secure assumption, payments will be applied first to discharge that portion.

E.6. A sale of the property under this deed of trust to secure assumption—

- a. is subject to Grantor's continuing obligation to make all payments owing on the note assumed and to perform all obligations under the deed of trust assumed; and
- b. does not extinguish Trustee's right to conduct subsequent sales of the property for future Grantor defaults under this deed of trust to secure assumption.

E.7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the note assumed and performance of the deed of trust assumed, but if the rent exceeds the amount due with respect to the note and deed of trust assumed, Grantor may retain the excess. If a default exists in payment of the note assumed or performance of this deed of trust to secure assumption or of the deed of trust assumed, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust to secure assumption will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. Any action taken under this deed of trust to secure assumption will not extinguish the rights of Beneficiary to proceed against Grantor under the indemnity contained in the deed by which Grantor assumed the note and deed of trust assumed.

E.10. When the context requires, singular nouns and pronouns include the plural.

E.11. This deed of trust to secure assumption binds, benefits, and may be enforced by the successors in interest of all parties.

E.12. Grantor waives and surrenders to Beneficiary (a) Grantor's power to authorize anyone (other than Beneficiary or Grantor) to pay ad valorem taxes on the property and (b) Grantor's power to authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary. Grantor agrees and declares that any authorization from Grantor to another (other than Beneficiary) to pay the taxes and transfer a tax lien on the property is void.

E.13. If all or any part of the property is sold, conveyed, leased for a period longer than three years, leased with an option to purchase, or otherwise sold (including any contract for deed) without Beneficiary's prior written consent, which consent may be withheld in Beneficiary's sole discretion, Beneficiary may declare a default of this agreement and seek to foreclose on the property. The creation of a subordinate lien, any conveyance under threat or order of condemnation, or the passage of title by reason of the death of Grantor or by operation of law will not entitle Beneficiary to exercise the remedies provided in this paragraph.

E.14. Grantor agrees to provide proof of payment (including escrows) of all obligations paid under the assumed note to Beneficiary on request. Grantor and Beneficiary agree to provide each other with ongoing access to all passwords and ongoing online access related to the assumed note. Grantor and Beneficiary agree to forward a copy of any and all correspondence from the underlying Lender to the other party within five business days of receipt.

[Name of grantor]

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of grantor].

Notary Public, State of Texas

Chapter 25

Employment and Retirement Benefits

Form 25-1	Letter to Plan Administrator	791
	<i>[Form 25-2 is reserved for expansion.]</i>	
Form 25-3	Qualified Domestic Relations Order [Private Retirement Plan—Defined Benefit—Separate-Interest]	795
Form 25-4	Qualified Domestic Relations Order [Private Retirement Plan—Defined Benefit—Shared-Interest]	808
Form 25-5	Qualified Domestic Relations Order [Private Retirement Plan—Defined Contribution]	821
Form 25-6	Addendum to Qualified Domestic Relations Order	830
	<i>[Forms 25-7 through 25-10 are reserved for expansion.]</i>	
Form 25-11	Qualified Domestic Relations Order [Employees Retirement System of Texas]	831
	<i>[Form 25-12 is reserved for expansion.]</i>	
Form 25-13	Domestic Relations Order Dividing Retirement Plan Benefits [Teacher Retirement System of Texas—Active Member]	835
Form 25-14	Domestic Relations Order Dividing Retirement Plan Benefits [Teacher Retirement System of Texas—Retiree]	848
Form 25-15	Qualified Domestic Relations Order [Texas County and District Retirement System—Active Member]	862
Form 25-16	Qualified Domestic Relations Order [Texas County and District Retirement System—Retiree]	867
Form 25-17	Qualified Domestic Relations Order [Texas Municipal Retirement System]	872
	<i>[Forms 25-18 through 25-20 are reserved for expansion.]</i>	
Form 25-21	Order Dividing Federal [Employees/Civil Service] Retirement System Benefits	874
Form 25-22	Letter Forwarding Court Order Acceptable for Processing	883
Form 25-23	Order Dividing Railroad Retirement Benefits	886
Form 25-24	Letter Forwarding Court [Decree/Order] Dividing Railroad Retirement	893
Form 25-25	Retirement Benefits Court Order [Thrift Savings Plan]	895

[Forms 25-26 through 25-30 are reserved for expansion.]

Form 25-31	Military Retirement Pension Division Order	900
Form 25-32	Letter to Uniformed Service—Request for Direct Payments of Military Retirement Benefits	923
Form 25-33	Certificate of Finality of Court Order	927
Form 25-34	Letter to Uniformed Service—Request for Former Spouse Survivor Benefit Plan Beneficiary Designation	929

[Forms 25-35 through 25-40 are reserved for expansion.]

Form 25-41	Assignment of Interest in Individual Retirement Account	932
Form 25-42	Letter Requesting Retirement Benefits Be Frozen	935
Form 25-43	Original Petition [to Enter Postdivorce Qualified Domestic Relations Order/to Enter Amended Qualified Domestic Relations Order/for Clarification of Qualified Domestic Relations Order]	936

Form 25-1

This is a sample letter to be sent to the plan administrator. Allow at least thirty days for the plan administrator to respond. The purpose of the letter and fact sheet is to obtain information from the plan administrator to prepare a qualified domestic relations order dividing a private retirement plan qualified under the Internal Revenue Code and the Employee Retirement Income Security Act. The plan can be a defined benefit or defined contribution plan. The letter is not designed to be used for state retirement, military retirement, civil service retirement, postal service retirement, or railroad retirement.

If there are concerns that money has been withdrawn or there are outstanding loans, more information may need to be requested. This letter contains only a request for minimal basic information.

Letter to Plan Administrator

[Private Plan—ERISA]

[Date]

[Name and address of plan administrator]

Re: Retirement benefits for [name of participant]
Social Security number [number]
In the Matter of the Marriage of [name] and [name]

[Salutation]

I represent [name of client] in a pending divorce action. [Include if applicable: In that connection, enclosed is a copy of Agreed Temporary Orders signed by the court, which (on page [specify]) enjoin [name of participant] from making any withdrawal for any purpose from any retirement plan or other employee benefit plan, including but not limited to any retirement with [name of company].]

Enclosed is a “Records Authorization—Retirement and Employee Benefits” regarding an employee of [name of company], [name of participant]. In addition to the information requested on the authorization, please provide, for each plan, a valuation as of [date].

Please provide me with the following:

1. a copy of the summary plan description and any amendments;
2. a copy of the company's written procedures for determining the qualified status of qualified domestic relations orders; and
3. a statement of accrued benefits for defined benefit plans or the most recent statement showing the total account balance for defined contribution plans.

Your prompt attention to this matter is most appreciated. [**Include if applicable:** The Court has ordered this matter set for trial on [**date**] if the parties have not reached an agreement by that time, so time is of the essence in receiving the requested information from you.] Please contact me at your earliest convenience to advise me of the status of providing this information. If you have any questions, please contact me.

[Name of attorney]

Enc.

Records Authorization—Retirement and Employee Benefits

Employee's Name:

Employee's Social Security Number:

You are requested to supply the following information to **[name of attorney]**, consisting of its attorneys and legal assistants, **[address of attorney]**.

I authorize the pension administrator, recordkeeper, trustee, or plan sponsor, payroll manager, human resources manager, and his or her agents, servants, or employees to release all requested information relating to payroll, employee benefits of any kind (whether qualified or nonqualified), and any retirement benefits or deferred benefit program (whether qualified or nonqualified) in which I am a participant or have the right to participate, including but not limited to a benefit under a plan, fund, program, or other arrangement under which compensation or benefits from my employment are expressly or as a result of surrounding circumstances deferred to a later date or the happening of a future event.

Such arrangement includes but is not limited to a pension plan, a profit-sharing plan, stock options, a stock bonus plan, an employee or stock purchase plan, a self-employed retirement plan, a simplified pension, a deferred compensation agreement or plan, and payroll information.

A photocopy of this authorization may be used instead of the original.

SIGNED on _____.

[Name of employee]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____
by **[name of employee]**.

Notary Public, State of Texas

Form 25-2 is reserved.

Form 25-3

This form may not be used if the participant is already in pay status and can be used only for participants who have not yet retired.

Caveat: **No form or model QDRO** should be used as a substitute for the knowledge necessary to divide a retirement benefit. Each plan has different requirements, so this form must be modified depending on the plan. Be very careful in drafting a qualified domestic relations order. It is advisable to get the help of an expert to prepare the order and to prequalify the qualified domestic relations order with the plan administrator before the order is signed by the judge. Approval by the plan does not mean that the QDRO was prepared in accordance with the decree or the negotiated division, but only that it meets the requirements for a QDRO under ERISA.

This form is designed to be used *only* for the preparation of an order dividing a defined benefit private retirement plan that is a qualified plan under ERISA. It is recommended that this order be signed at the same time as the decree to avoid complications and additional costs for the client.

Before drafting a defined benefit plan QDRO, it is essential to understand the difference between a shared-payment (shared-interest) QDRO and a separate-interest QDRO. These terms are widely used by plan administrators, model QDROs, and publications on QDROs. See the practice notes at section 25.46. This form is to divide a separate-interest defined benefit plan. For a form to divide a shared-interest plan, see form 25-4.

A QDRO may be used for the division of marital property, child support, spousal maintenance, or alimony. This model QDRO should be adjusted accordingly, depending on the purpose of the QDRO.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Qualified Domestic Relations Order

[Private Retirement Plan—Defined Benefit—Separate-Interest]

IT IS HEREBY ORDERED:

1. Designation as QDRO*Effect of the Order as a Qualified Domestic Relations Order*

This order shall be incorporated into and shall become an integral part of the [name of order] signed in this case as if recited verbatim in the decree. This

order creates and recognizes the existence of an alternate payee's right to receive a portion of the participant's benefits payable under an employer-sponsored defined benefit pension plan that is qualified under section 401 of the Internal Revenue Code (the Code) and the Employee Retirement Income Security Act of 1974, as amended (ERISA). This order is intended to constitute a qualified domestic relations order (QDRO) under section 414(p) of the Code and section 206(d)(3) of ERISA.

If the QDRO is for spousal maintenance or alimony, adopt the terminology that the plan uses.

This order is entered pursuant to the authority granted in the applicable domestic relations laws of Texas concerning [marital property rights/child support/alimony/[**specify**]].

2. Plan Information

The Plan

The name of the plan to which this order applies is the [**formal name of plan**] (the "Plan"). Further, any successor plan to the Plan or any other plan(s) to which liability for provision of Participant's benefits described below is incurred shall also be subject to the terms of this order. Any benefits accrued by Participant under a predecessor plan of the employer or any other defined benefit plan sponsored by Participant's employer, where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this order. Any changes in the plan administrator, plan sponsor, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this order.

3. Participant Information*Participant Information*

Following is the identification and contact information of the participant (“Participant”):

Name:

Social Security number: See Addendum

Birth date: See Addendum

Address:

4. Alternate Payee Information*Alternate Payee Information*

Following is the identification and contact information of the alternate payee (“Alternate Payee”):

Name:

Social Security number: See Addendum

Birth date: See Addendum

Address:

Alternate Payee is the [spouse/former spouse/child/dependent] of Participant.

Participant and Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes in their mailing address subsequent to the entry of this order.

5. Definition of Terms*Definition of Terms*

“Earliest Retirement Age” has the meaning given that term by section 414(p)(4)(B) of the Code, which means the earlier of—

1. the date on which Participant is entitled to distribution under the Plan, or
2. the later of—
 - a. the date Participant attains age fifty, or
 - b. the earliest date on which Participant could begin receiving benefits under the Plan if separated from service.

“QPSA” means a preretirement survivor annuity as provided under the terms of the Plan or otherwise as defined in section 417(c) of the Code.

Include the following if applicable.

“QJSA” means a qualified joint and survivor annuity as provided under the terms of the Plan or otherwise as defined in section 417(b) of the Code.

6. Division of Benefits*Division of Benefits*

The parties were married on [**date of marriage**], and they were divorced on [**date of divorce**].

The date of division of Participant’s benefit under the Plan is [**date of division**].

This order is a separate-interest QDRO, and the benefit shall be paid over the lifetime of Alternate Payee.

See the practice notes at section [25.46](#) for an analysis of shared-payment (shared-interest) and separate-interest QDROs. It is wise to have the alternate payee select the form of payment in writing after the alternate payee has obtained advice from the appropriate professional. If the participant is in pay status, the parties must use a shared-payment QDRO.

Select one of the following.

6.A. Percentage

Select one of the following.

**6.A.1. When Benefits Are All
Community Property**

This order awards, assigns, and grants to Alternate Payee an amount equal to **[percent]** percent of Participant's accrued benefit under the Plan as of **[date of division]**.

Alternate Payee [shall/shall not] receive a proportionate share of any cost-of-living adjustments (COLAs) or other economic improvements made to Participant's benefits.

Or

**6.A.2. When Benefits Are Not All
Community Property**

When the benefits are not all community property, the appropriate calculations must be performed to determine the community-property portion. The formula below is the formula set out in *Berry v. Berry*, [647 S.W.2d 945](#) (Tex. 1983), but should be modified based on any agreements reached by the parties.

This order awards, assigns, and grants to Alternate Payee an amount equal to **[percent]** percent of the community-property portion of Participant's accrued benefit under the Plan as of **[date of division]**. The community-property portion is determined by a fraction, the numerator of which is the

number of months of credited service earned between [date of marriage] and [date of division], and the denominator of which is the total number of months of credit service earned as of [date of division].

Alternate Payee [shall/shall not] receive a proportionate share of any cost-of-living adjustments (COLAs) or other economic improvements made to Participant's benefits.

Or

Caution: Not all plans will accept a dollar amount as an award for a separate-interest QDRO.

6.B. Dollar Figure

This order awards, assigns, and grants to Alternate Payee a portion of Participant's vested accrued benefit under the Plan as of [date of division], in an amount equal to \$[amount] per month, which shall be further adjusted to incorporate any actuarial adjustments necessary for early retirement, optional benefit forms, or the adjustment of payments to the life expectancy of Alternate Payee.

7. Temporary or Supplemental Benefits

Temporary or Supplemental Benefits

Alternate Payee [shall/shall not] be entitled to a proportionate share of any early retirement supplements, interim supplements, or temporary benefits that become payable to Participant that are not considered by the Plan Administrator to be a part of Participant's accrued benefit as set forth in the assignment section of this order.

Include if applicable.

If Alternate Payee is entitled to a proportionate share of any early retirement subsidy provided under the Plan, and Alternate Payee elects to begin receiving the benefit before Participant's commencement, Alternate Payee will be entitled only to the unsubsidized portion of the assigned benefits. When Participant retires, Alternate Payee's benefit will be recalculated to include a proportionate share of any early retirement subsidy that may be payable.

**8. Commencement Date and
Form of Payment to Alternate
Payee**

Commencement Date and Form of Payment to Alternate Payee

Alternate Payee may elect to commence Alternate Payee's benefits under the Plan at any time on or after the date Participant attains the Earliest Retirement Age. Alternate Payee's assigned share of the benefits is to be actuarially adjusted for early retirement according to the terms of the Plan.

Alternate Payee may elect to defer commencement of the benefits awarded until the latest date allowed by the Plan. Alternate Payee may elect to commence benefits in any one of the allowable benefit distribution options permitted under the terms and provisions of the Plan, other than a QJSA with Alternate Payee's subsequent spouse.

Early Commencement

Should any early commencement reduction be necessary if Alternate Payee commences benefits before Participant's normal retirement date, that reduction shall be applied to Alternate Payee's benefits in accordance with applicable Plan provisions.

9. Death of Participant*Death of Participant*

Use [9.A.](#) if, as in most plans, no QPSA is required to preserve the benefit awarded.

9.A. Plan Does Not Require QPSA

As this is a separate-interest QDRO, the death of Participant at any time will not affect Alternate Payee's right to receive the benefit awarded in this order.

Use [9.B.](#) if a QPSA is required to preserve the benefit awarded.

9.B. Plan Requires QPSA**9.B.1. Participant's Death before Benefit Commencement***Death of Participant before Benefit Commencement Date*

Select [9.B.1.a.](#) or [9.B.1.b.](#)

9.B.1.a. Alternate Payee Not Deemed Surviving Spouse

If Participant predeceases Alternate Payee and neither Alternate Payee nor Participant has commenced benefits under the Plan, Alternate Payee shall not be deemed to be the surviving spouse of Participant for any purpose.

Or

9.B.1.b. Alternate Payee Deemed Surviving Spouse

If Participant predeceases Alternate Payee and neither Alternate Payee nor Participant has commenced benefits under the Plan, Alternate Payee shall be deemed to be the surviving spouse of Participant for purposes of the prere-

tirement survivor annuity, [in an amount equal to Alternate Payee's assigned interest as set forth in the assignment section of this order/in an amount that is proportional to Alternate Payee's share of the pension benefit awarded/for any and all preretirement surviving spouse benefits], and any subsequent spouse of Participant shall not be treated as a surviving spouse of Participant for those purposes. For purposes of determining the eligibility for such surviving spouse benefits, Alternate Payee and Participant have satisfied the one-year marriage requirement in sections 401(a)(11) and 417(d) of the Code and as may be required under the provisions of the Plan. If the costs associated with providing this preretirement survivor annuity benefit are not fully subsidized by Participant's employer, Participant must make an affirmative election for such preretirement survivor annuity benefits coverage in a timely manner and in accordance with the employer's election procedures. If Participant terminates [his/her] employment before retirement, Participant shall still be required to maintain the preretirement survivor coverage in place for the benefit of Alternate Payee. At all times, Participant shall do all things necessary to maintain the preretirement survivorship coverage that protects Alternate Payee's benefits.

Continue with 9.B.2.

**9.B.2. *Participant's Death after
Benefit Commencement***

Death of Participant after Benefit Commencement Date

Pursuant to the terms of the commencement section of this order, Alternate Payee's benefits are based on Alternate Payee's life expectancy. Once Alternate Payee commences Alternate Payee's assigned share of the benefits in

accordance with the terms of this order, Alternate Payee's right to continued benefits shall be unaffected by the subsequent death of Participant.

10. Death of Alternate Payee

Death of Alternate Payee

If Alternate Payee predeceases Participant before the commencement of Alternate Payee's benefits, Alternate Payee's share of Participant's benefits shall become payable to Alternate Payee's designated beneficiary(ies) or estate, but only to the extent permitted by the Plan. If the Plan does not permit Alternate Payee to designate a beneficiary, beneficiaries, or Alternate Payee's estate for such purposes, Alternate Payee's assigned share of the benefits shall [revert to Participant/inure to the Plan]. Should Alternate Payee predecease Participant after Alternate Payee's benefit commencement date, such remaining benefits, if any, will be paid in accordance with the form of benefit elected by Alternate Payee.

11. Participant Constructive Trustee

Participant Constructive Trustee

If the Plan pays to Participant any benefits that are assigned to Alternate Payee pursuant to the terms of this order, Participant is designated a constructive trustee to the extent that Participant has received such benefit payments and shall immediately return, within three days of receipt by Participant, the amounts so received directly to the Plan.

12. Savings Clause*Savings Clause*

This order is not intended and shall not be construed in such a manner as to require the Plan to—

1. provide any type or form of benefit or any option not otherwise provided under the Plan,
2. provide increased benefits (determined on the basis of actuarial value), or
3. require the payment of any benefits to Alternate Payee that are required to be paid to another alternate payee under another order that was previously determined to be a QDRO.

13. Tax Treatment*Tax Treatment of Distribution*

For purposes of sections 402(a) and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of Participant shall be treated as the distributee of any distribution or payments made to Alternate Payee under the terms of this order and, as such, will be required to pay the appropriate income taxes on such distribution.

14. Continued Jurisdiction*Continued Qualified Status of Order and Continued Jurisdiction*

It is the intention of the parties that this qualified domestic relations order continue to qualify as a qualified domestic relations order. The Court shall retain continuing jurisdiction over the parties and property to the extent

necessary to render an amended or corrected domestic relations order for the payment of benefits to Alternate Payee.

15. Effect of Plan Termination

If the plan terminates and the alternate payee has been awarded a dollar figure, the alternate payee will always receive that dollar figure whether or not the participant's benefit is reduced by the PBGC unless the QDRO contains specific instructions relating to the PBGC.

Effect of Plan Termination

If the Plan is terminated or partially terminated, whether on a voluntary or involuntary basis, Alternate Payee shall have the right to receive Alternate Payee's assigned benefits in accordance with the terms of this qualified domestic relations order and the termination procedure of the Plan and, if applicable, the Pension Benefit Guaranty Corporation. Alternate Payee's benefits shall also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as Participant's benefits are guaranteed.

16. Separate Property

Separate Property

The benefits payable to Alternate Payee pursuant to this order shall be the separate property of Alternate Payee, and Participant is hereby divested of all right, title, and interest in that property. The Plan benefits not assigned to Alternate Payee pursuant to this order shall be the separate property of Participant, and Alternate Payee is hereby divested of all right, title, and interest in that property.

17. Application of the Order*Application of the Order*

This order relates to the period that starts with the execution of this order by the Court and ends when all benefits assigned to Alternate Payee have been distributed, in full, from the trust or other funding vehicle of the Plan, in conformity with the provisions of this order.

18. Conflict*Conflict*

In the case of a conflict between the terms of this qualified domestic relations order and the terms of the Plan, the terms of the Plan will prevail.

SIGNED on _____.

JUDGE PRESIDING

ERISA and IRC provisions do not require the signatures of the clients or attorneys for the QDRO to qualify. Most plans do not require signatures of the attorneys or parties for the QDRO to qualify, but the attorneys may want their clients to sign the QDRO for other reasons.

Prepare the addendum containing sensitive identifying information for the participant and the alternate payee for transmission to the plan, but do not file it with the court. See form [25-6](#).

Form 25-4

This form must be used if the participant is already receiving payments and may also be used for participants who have not yet retired.

Caveat: No form or model QDRO should be used as a substitute for the knowledge necessary to divide a retirement benefit. Each plan has different requirements, so this form must be modified depending on the plan. Be very careful in drafting a qualified domestic relations order. It is advisable to get the help of an expert to prepare the order and to prequalify the qualified domestic relations order with the plan administrator before the order is signed by the judge. Approval by the plan does not mean that the QDRO was prepared in accordance with the decree or the negotiated division, but only that it meets the requirements for a QDRO under ERISA.

This form is designed to be used *only* for the preparation of an order dividing a defined benefit private retirement plan that is a qualified plan under ERISA. It is recommended that this order be signed at the same time as the decree to avoid complications and additional costs for the client.

Before drafting a defined benefit plan QDRO, it is essential to understand the difference between a shared-payment (shared-interest) QDRO and a separate-interest QDRO. These terms are widely used by plan administrators, model QDROs, and publications on QDROs. See the practice notes at section 25.46. This form is to divide a shared-interest defined benefit plan. For a form to divide a separate-interest plan, see form 25-3.

A QDRO may be used for the division of marital property, child support, spousal maintenance, or alimony. This model QDRO should be adjusted accordingly, depending on the purpose of the QDRO.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Qualified Domestic Relations Order

[Private Retirement Plan—Defined Benefit—Shared-Interest]

IT IS HEREBY ORDERED:

1. Designation as QDRO

Effect of the Order as a Qualified Domestic Relations Order

This order shall be incorporated into and shall become an integral part of the [name of order] signed in this case as if recited verbatim in the decree. This

order creates and recognizes the existence of an alternate payee's right to receive a portion of the participant's benefits payable under an employer-sponsored defined benefit pension plan that is qualified under section 401 of the Internal Revenue Code (the Code) and the Employee Retirement Income Security Act of 1974, as amended (ERISA). This order is intended to constitute a qualified domestic relations order (QDRO) under section 414(p) of the Code and section 206(d)(3) of ERISA.

If the QDRO is for spousal maintenance or alimony, adopt the terminology that the plan uses.

This order is entered pursuant to the authority granted in the applicable domestic relations laws of Texas concerning [marital property rights/child support/alimony/[**specify**]].

2. Plan Information

The Plan

The name of the plan to which this order applies is the [**formal name of plan**] (the "Plan"). Further, any successor plan to the Plan or any other plan(s) to which liability for provision of Participant's benefits described below is incurred shall also be subject to the terms of this order. Any benefits accrued by Participant under a predecessor plan of the employer or any other defined benefit plan sponsored by Participant's employer, where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this order. Any changes in the plan administrator, plan sponsor, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this order.

3. Participant Information*Participant Information*

Following is the identification and contact information of the participant (“Participant”):

Name:

Social Security number: See Addendum

Birth date: See Addendum

Address:

4. Alternate Payee Information*Alternate Payee Information*

Following is the identification and contact information of the alternate payee (“Alternate Payee”):

Name:

Social Security number: See Addendum

Birth date: See Addendum

Address:

Alternate Payee is the [spouse/former spouse/child/dependent] of Participant.

Participant and Alternate Payee shall each have the duty to notify the Plan Administrator in writing of any changes in their mailing address subsequent to the entry of this order.

5. Definition of Terms*Definition of Terms*

“QPSA” means a preretirement survivor annuity as provided under the terms of the Plan or otherwise as defined in section 417(c) of the Code.

Include the following if applicable.

“QJSA” means a qualified joint and survivor annuity as provided under the terms of the Plan or otherwise as defined in section 417(b) of the Code.

6. Division of Benefits*Division of Benefits*

The parties were married on [date of marriage], and they were divorced on [date of divorce].

The date of division of Participant’s benefit under the Plan is [date of division].

This order is a shared-interest QDRO, and the benefit shall be based on Participant’s life expectancy and form of payment.

See the practice notes at section [25.46](#) for an analysis of shared-payment (shared-interest) and separate-interest QDROs. It is wise to have the alternate payee select the form of payment in writing after the alternate payee has obtained advice from the appropriate professional. If the participant is in pay status, the parties must use a shared-payment QDRO.

Select one of the following.

6.A. Division by Percentage

This order awards, assigns, and grants to Alternate Payee an amount equal to [percent] percent of Participant’s monthly benefit payments under the Plan as of [date of division].

Many plans require that the alternate payee receive a share of the COLAs. Confirm before using the “shall not” option in the following paragraph.

Alternate Payee [shall/shall not] receive a proportionate share of any cost-of-living adjustments (COLAs) or other economic improvements made to Participant’s benefits.

Or

6.B. Division by Formula

When the benefits are not all community property, the appropriate calculations must be performed to determine the community-property portion. However, some plans will not accept a formula for a shared-interest QDRO, so check with the plan before doing so. The formula below assumes the participant is already retired.

This order awards, assigns, and grants to Alternate Payee an amount equal to [percent] percent of the community-property portion of Participant’s accrued benefit under the Plan as of [date of division]. The community-property portion is determined by a fraction, the numerator of which is the number of months of credited service earned between [date of marriage] and [date of division], and the denominator of which is the total number of months of credit service earned as of Participant’s date of retirement.

Many plans require that the alternate payee receive a share of the COLAs. Confirm before using the “shall not” option in the following paragraph.

Alternate Payee [shall/shall not] receive a proportionate share of any cost-of-living adjustments (COLAs) or other economic improvements made to Participant’s benefits.

Or

6.C. Dollar Figure

From the benefits otherwise payable to Participant each month, this order awards, assigns, and grants to Alternate Payee an amount equal to [number] dollars (\$[amount]) of the Participant's monthly benefit payments under the Plan.

Many plans do not allow for cost-of-living adjustments on dollar figure awards. However, if the plan does allow for such, include the following paragraph. Confirm before using the "shall not" option.

If allowed by the Plan, Alternate Payee [shall/shall not] receive a proportionate share of any cost-of-living adjustments (COLAs) or other economic improvements made to Participant's benefits.

7. Temporary or Supplemental Benefits*Temporary or Supplemental Benefits*

Most plans require that the alternate payee receive a share of the supplements. Confirm before using the "shall not" option in the following paragraph.

Alternate Payee [shall/shall not] be entitled to a proportionate share of any early retirement supplements, interim supplements, or temporary benefits that become payable to Participant that are not considered by the Plan Administrator to be a part of Participant's accrued benefit as set forth in the assignment section of this order.

8. Commencement Date and Form of Payment to Alternate Payee*Commencement Date and Form of Payment to Alternate Payee*

Alternate Payee shall commence Alternate Payee's share of the benefits when Participant commences Participant's benefits or as soon as possible after

this order is to be determined to be a qualified domestic relations order, if later. Alternate Payee will continue to receive Alternate Payee's share of the benefits until the earlier of Alternate Payee's death or Participant's death.

Alternate Payee's assigned share of the benefits shall be based on the life expectancy of Participant.

Alternate Payee's shared-interest benefit shall be paid to Alternate Payee in accordance with the form of payment selected by Participant at the time of Participant's benefit commencement. Alternate Payee may not elect a form of benefit payment for Alternate Payee's shared-interest award.

9. Death of Participant

Death of Participant

Include 9.A. only if the participant is not in pay status.

9.A. Preretirement Survivor Annuity

Select 9.A.1. or 9.A.2.

9.A.1. Alternate Payee Not Deemed Surviving Spouse

If Participant dies before commencing [his/her] benefits under the Plan, Alternate Payee shall not be deemed to be the surviving spouse of Participant for purposes of the QPSA.

Or

9.A.2. Alternate Payee Deemed Surviving Spouse

If Participant dies before commencing [his/her] benefits under the Plan, Alternate Payee shall be deemed to be the surviving spouse of Participant for

purposes of the preretirement survivor annuity, [in an amount equal to Alternate Payee's assigned interest as set forth in the assignment section of this order/in an amount that is proportional to Alternate Payee's share of the pension benefit awarded/for any and all preretirement surviving spouse benefits]. For purposes of determining the eligibility for such surviving spouse benefits, Alternate Payee and Participant have satisfied the one-year marriage requirement in sections 401(a)(11) and 417(d) of the Code and as may be required under the provisions of the Plan. If the costs associated with providing this preretirement survivor annuity benefit are not fully subsidized by Participant's employer, Participant must make an affirmative election for such preretirement survivor annuity benefits coverage in a timely manner and in accordance with the employer's election procedures. If Participant terminates [his/her] employment before retirement, Participant shall still be required to maintain the preretirement survivor coverage in place for the benefit of Alternate Payee. At all times, Participant shall do all things necessary to maintain the preretirement survivorship coverage that protects Alternate Payee's benefits.

Select [9.B.](#) or [9.C.](#)

Include [9.B.](#) if the participant is in pay status. If the participant is not in pay status, use [9.C.](#)

**9.B. Postretirement Survivor
Annuity Participant Already
in Pay Status**

If Participant predeceases Alternate Payee, Alternate Payee's assigned benefit payments shall cease at that time unless otherwise provided by the form of payment Participant elected at commencement. Alternate Payee will receive a survivor annuity or other death benefits, after the assigned benefit payments cease, only if Participant's form of payment and beneficiary elections provide for such benefits.

Or

**9.C. Postretirement Survivor
Annuity for Participant Not
in Pay Status**

Select [9.C.1.](#) or [9.C.2.](#)

**9.C.1. Alternate Payee Not
Treated as Surviving
Spouse**

If Participant is not receiving a retirement benefit at the time the order is qualified, Alternate Payee will not be deemed to be the surviving spouse of Participant for purposes of receiving a portion of the QJSA.

Or

**9.C.2. Alternate Payee
Designated Surviving
Spouse**

If Participant predeceases Alternate Payee after Participant's date of retirement, Alternate Payee shall be deemed to be the surviving spouse of Participant for purposes of establishing Alternate Payee's entitlement to receipt of this monthly postretirement survivor annuity, and any subsequent spouse of Participant shall not be treated as a surviving spouse of Participant for those purposes. For purposes of determining the eligibility for such surviving spouse benefits, Alternate Payee and Participant have satisfied the one-year marriage requirement as enumerated in sections 401(a)(11) and 417(d) of the Code and as may be required under the provisions of the Plan. On Participant's retirement, Participant shall be required to elect Participant's benefit in the form of a [percent] percent joint and survivor annuity.

10. Death of Alternate Payee*Death of Alternate Payee*

If Alternate Payee predeceases Participant before or after Alternate Payee's commencement of benefits, Alternate Payee's portion of Participant's benefits, as stipulated herein, shall [revert to Participant/inure to the Plan].

Or (if allowed by the plan)

If Alternate Payee predeceases Participant before the commencement of Alternate Payee's benefits, Alternate Payee's share of Participant's benefits shall become payable to Alternate Payee's designated beneficiary(ies) or estate, but only to the extent permitted under the terms of the Plan. If the Plan does not permit Alternate Payee to designate a beneficiary, beneficiaries, or Alternate Payee's estate for such purposes, Alternate Payee's assigned share of the benefits shall [revert to Participant/inure to the Plan].

11. Participant Constructive Trustee*Participant Constructive Trustee*

If the Plan pays to Participant any benefits that are assigned to Alternate Payee pursuant to the terms of this order, Participant is designated a constructive trustee to the extent that Participant has received such benefit payments and shall immediately return, within three days of receipt by Participant, the amounts so received directly to the Plan.

12. Savings Clause*Savings Clause*

This order is not intended and shall not be construed in such a manner as to require the Plan to—

1. provide any type or form of benefit or any option not otherwise provided under the Plan,
2. provide increased benefits (determined on the basis of actuarial value), or
3. require the payment of any benefits to Alternate Payee that are required to be paid to another alternate payee under another order that was previously determined to be a QDRO.

13. Tax Treatment

Tax Treatment of Distribution

For purposes of sections 402(a) and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of Participant shall be treated as the distributee of any distribution or payments made to Alternate Payee under the terms of this order and, as such, will be required to pay the appropriate income taxes on such distribution.

14. Continued Jurisdiction

Continued Qualified Status of Order and Continued Jurisdiction

It is the intention of the parties that this qualified domestic relations order continue to qualify as a qualified domestic relations order. The Court shall retain continuing jurisdiction over the parties and property to the extent necessary to render an amended or corrected domestic relations order for the payment of benefits to Alternate Payee.

15. Effect of Plan Termination

If the plan terminates and the alternate payee has been awarded a dollar figure, the alternate payee will always receive that dollar figure whether or not the participant's benefit is reduced by the PBGC, unless the QDRO contains specific instructions relating to the PBGC.

Effect of Plan Termination

If the Plan is terminated or partially terminated, whether on a voluntary or involuntary basis, Alternate Payee shall have the right to receive Alternate Payee's assigned benefits in accordance with the terms of this qualified domestic relations order and the termination procedure of the Plan and, if applicable, the Pension Benefit Guaranty Corporation. Alternate Payee's benefits shall also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as Participant's benefits are guaranteed.

16. Separate Property*Separate Property*

The benefits payable to Alternate Payee pursuant to this order shall be the separate property of Alternate Payee, and Participant is hereby divested of all right, title, and interest in that property. The Plan benefits not assigned to Alternate Payee pursuant to this order shall be the separate property of Participant, and Alternate Payee is hereby divested of all right, title, and interest in that property.

17. Conflict*Conflict*

In the case of a conflict between the terms of this qualified domestic relations order and the terms of the Plan, the terms of the Plan will prevail.

SIGNED on _____.

JUDGE PRESIDING

ERISA and IRC provisions do not require the signatures of the clients or attorneys for the QDRO to qualify. Most plans do not require signatures of the attorneys or parties for the QDRO to qualify, but the attorneys may want their clients to sign the QDRO for other reasons.

Prepare the addendum containing sensitive identifying information for the participant and the alternate payee for transmission to the plan, but do not file it with the court. See form [25-6](#).

Form 25-5

Caveat: No form or model QDRO should be used as a substitute for the knowledge necessary to divide a retirement benefit. Each plan has different requirements, so this form must be modified depending on the plan. Be very careful in drafting a qualified domestic relations order. It is advisable to get the help of an expert to prepare the order and to prequalify the qualified domestic relations order with the plan administrator before the order is signed by the judge. Approval by the plan does not mean that the QDRO was prepared in accordance with the decree or the negotiated division, but only that it meets the requirements for a QDRO under ERISA.

This form is designed to be used *only* for the preparation of an order dividing a defined contribution private retirement plan that is a qualified plan under ERISA. It is recommended that this order be signed at the same time as the decree to avoid complications and additional costs for the client.

A QDRO may be used for the division of marital property, child support, spousal maintenance, or alimony. This model QDRO should be adjusted accordingly, depending on the purpose of the QDRO.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Qualified Domestic Relations Order
[Private Retirement Plan—Defined Contribution]

IT IS HEREBY ORDERED:

1. Designation as QDRO
29 USC § 1056(d)

Effect of the Order as a Qualified Domestic Relations Order

This order shall be incorporated into and shall become an integral part of the [name of order] signed in this case as if recited verbatim in the decree. This order creates and recognizes the existence of an alternate payee's right to receive a portion of the participant's benefits payable under an employer-sponsored defined contribution plan that is qualified under section 401 of the Internal Revenue Code (the Code) and the Employee Retirement Income Secu-

rity Act of 1974, as amended (ERISA). This order is intended to constitute a qualified domestic relations order (QDRO) under section 414(p) of the Code and section 206(d) of ERISA.

If the QDRO is for spousal maintenance or alimony, adopt the terminology that the plan uses.

This order is entered pursuant to the authority granted in the applicable domestic relations laws of Texas concerning [marital property rights/child support/alimony/[**specify**]].

2. Plan Information

The Plan

The name of the plan to which this order applies is the [**formal name of plan**] (the “Plan”). Further, any successor plan to the Plan or any other plan(s) to which liability for provision of Participant’s benefits described below is incurred shall also be subject to the terms of this order. Any benefits accrued by Participant under a predecessor plan of the employer or any other defined contribution plan sponsored by Participant’s employer, where liability for benefits accrued under such predecessor plan or other defined contribution plan has been transferred to the Plan, shall also be subject to the terms of this order. Any changes in the plan administrator, plan sponsor, or name of the Plan shall not affect Alternate Payee’s rights as stipulated under this order.

3. Participant Information

Participant Information

Following is the identification and contact information of the participant (“Participant”):

Name:

Social Security number: See Addendum

Birth date: See Addendum

Address:

4. Alternate Payee Information

Alternate Payee Information

Following is the identification and contact information of the alternate payee (“Alternate Payee”):

Name:

Social Security number: See Addendum

Birth date: See Addendum

Address:

Alternate Payee is the [spouse/former spouse/child/dependent] of Participant.

Participant and Alternate Payee shall each have the duty to notify the plan administrator in writing of any changes in their mailing address subsequent to the entry of this order.

5. Division of Benefits

Division of Benefits

Select one of the following.

5.A. Percentage

This order awards, assigns, and grants to Alternate Payee an amount equal to [percent] percent of Participant's total vested account balance, as of [date of division] (or the closest valuation date thereto), [including/excluding] interest, earnings, investment income, gains, and losses attributable thereon from [date of division] until the date of segregation. If Alternate Payee does not elect an immediate distribution, Alternate Payee's share of the benefits described above shall be segregated and separately maintained in account(s) established on Alternate Payee's behalf and shall additionally be credited with any interest, earnings, investment income, gains, or losses attributable thereon from the date of segregation until the date of total distribution to Alternate Payee.

If Participant's account balance in the Plan includes an outstanding loan balance, the amount of the outstanding loan balance [will/will not] be included in Participant's total vested account balance for purposes of determining Alternate Payee's interest.

Alternate Payee's share of the benefit shall be allocated on a pro rata basis from all accounts and subaccounts established on behalf of Participant, with the exception of any outstanding loan balance or employer securities that can be held only by employees, if any.

Or

5.B. Dollar Amount

This order awards, assigns, and grants to Alternate Payee [number] dollars (\$[amount]) of Participant's total vested account as of [date of division] (or the closest valuation date thereto) [including/excluding] any interest, earnings,

investment income, gains, and losses attributable thereon from [date of division] until the date of segregation. If Alternate Payee does not elect an immediate distribution, Alternate Payee's share of the benefits described above shall be segregated and separately maintained in account(s) established on Alternate Payee's behalf and shall additionally be credited with any interest, earnings, investment income, gains, or losses attributable thereon from the date of segregation until the date of total distribution to Alternate Payee.

Alternate Payee's share of the benefit shall be allocated on a pro rata basis from all accounts and subaccounts established on behalf of Participant, with the exception of any outstanding loan balance or employer securities that can be held only by employees, if any.

Include the following if applicable.

If Participant's total vested account balance on the date of segregation is less than the amount herein assigned to Alternate Payee, Alternate Payee shall receive the entire vested account balance.

6. Commencement Date and Form of Benefit

Commencement Date and Form of Benefit

If Alternate Payee so elects, Alternate Payee shall be paid Alternate Payee's benefits as soon as administratively feasible following the date this order is approved as a qualified domestic relations order by the plan administrator or, at the earliest date permitted under the terms of the Plan, if later. Alternate Payee may elect to receive Alternate Payee's benefits in any one of the allowable benefit distribution options permitted under the terms and provisions of the Plan, including but not limited to a single lump-sum cash payment.

7. Alternate Payee's Rights and Privileges*Alternate Payee's Rights and Privileges*

On and after the date that this order is deemed to be a qualified domestic relations order, but before Alternate Payee receives Alternate Payee's total distribution under the Plan, Alternate Payee shall be entitled to all the rights and election privileges that are afforded to active participants and beneficiaries, including but not limited to the rules regarding the right to designate a beneficiary for death benefit purposes, and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.

8. Death of Alternate Payee*Death of Alternate Payee*

If Alternate Payee dies before receiving the full amount of benefits assigned to Alternate Payee in this order, Alternate Payee's beneficiary(ies) as designated on the appropriate form provided by the Plan (or, in the absence of a beneficiary designation, according to the rules of the Plan) shall receive the remainder of Alternate Payee's unpaid benefits.

9. Death of Participant*Death of Participant*

If Participant dies before the establishment of separate account(s) in the name of Alternate Payee, Alternate Payee shall be treated as the surviving spouse of Participant to the extent of the full amount of Alternate Payee's benefits under this order. If Participant dies after the new account(s) have been established on Alternate Payee's behalf, Participant's death shall not affect

Alternate Payee's right to receive Alternate Payee's assigned portion of the benefits.

10. Participant Constructive Trustee

Participant Constructive Trustee

If the Plan pays to Participant any benefits that are assigned to Alternate Payee pursuant to the terms of this order, Participant is designated a constructive trustee to the extent that Participant has received such benefit payments and shall immediately return, within three days of receipt by Participant, the amounts so received to the Plan.

11. Savings Clause

Savings Clause

This order is not intended and shall not be construed in such a manner as to require the Plan to—

1. provide any type or form of benefit or any option not otherwise provided under the Plan,
2. provide increased benefits (determined on the basis of actuarial value), or
3. require the payment of any benefits to Alternate Payee that are required to be paid to another alternate payee under another order that was previously determined to be a qualified domestic relations order.

12. Tax Treatment*Tax Treatment of Distribution*

For purposes of sections 402(a) and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of Participant shall be treated as the distributee of any distribution or payments made to Alternate Payee under the terms of this order and, as such, will be required to pay the appropriate federal income taxes on such distribution. Alternate Payee or Alternate Payee's beneficiary(ies) shall report any benefit payments on any applicable income tax return(s).

13. Continued Jurisdiction*Continued Qualified Status of Order and Continued Jurisdiction*

It is the intention of the parties that this qualified domestic relations order continue to qualify as a qualified domestic relations order. The Court shall retain continuing jurisdiction over the parties and property to the extent necessary to render an amended or corrected domestic relations order for the payment of benefits to Alternate Payee.

14. Separate Property*Separate Property*

The benefits payable to Alternate Payee pursuant to this order shall be the separate property of Alternate Payee, and Participant is hereby divested of all right, title, and interest in that property. The Plan benefits not assigned to Alternate Payee pursuant to this order shall be the separate property of Participant, and Alternate Payee is hereby divested of all right, title, and interest in that property.

Include the following if applicable.

15. Cost of QDRO Determination*Cost of QDRO Determination*

If all or a portion of the costs attendant to the determination of whether this order qualifies as a qualified domestic relations order is to be charged, [percent] percent of those costs shall be charged to Participant's account, and [percent] percent of those costs shall be charged to Alternate Payee's account.

Continue with the following.

16. Conflict*Conflict*

In the case of a conflict between the terms of this qualified domestic relations order and the terms of the Plan, the terms of the Plan will prevail.

SIGNED on _____.

JUDGE PRESIDING

ERISA and IRC provisions do not require the signatures of the attorneys or parties for the QDRO to qualify. Most plans do not require signatures of the attorneys or parties for the QDRO to qualify, but the attorneys may want their clients to sign the QDRO for other reasons.

Prepare the addendum containing sensitive identifying information for the participant and the alternate payee for transmission to the plan, but do not file it with the court. See form [25-6](#).

Form 25-6**Addendum to Qualified Domestic Relations Order****For Submission to Plan Administrator ONLY**

(Do not file this Addendum with the Court)

<u>Participant Information</u>	<u>Alternate Payee Information</u>
Name:	Name:
Address:	Address:
SSN:	SSN:
Date of Birth:	Date of Birth:
Telephone Number:	Telephone Number:
E-mail:	E-mail:

<u>Participant's Attorney Information</u>	<u>Alternate Payee's Attorney Information</u>
Name:	Name:
Address:	Address:
Telephone Number:	Telephone Number:
E-mail:	E-mail:

<i>Forms 25-7 through 25-10 are reserved.</i>

Form 25-11

The Employees Retirement System of Texas has promulgated the following model qualified domestic relations order. It may be downloaded at www.ers.texas.gov/search?searchText=qdro/.

Checking with the retirement system to obtain any available current model forms and instructions is recommended.

Note that the model form contains sensitive data. See section 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed records.

Qualified Domestic Relations Order
[Employees Retirement System of Texas]

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**This Model Form is Governed by
Texas Government Code Annotated Chapter 804
and the Rules of the Employees Retirement System of Texas
Title 34, Part IV
Texas Administrative Code
Chapter 74.1-11**

QUALIFIED DOMESTIC RELATIONS ORDER

This order is intended to meet the requirements for a “qualified domestic relations order” relating to the EMPLOYEES RETIREMENT SYSTEM OF TEXAS, hereinafter called the “Plan.” This Order is an integral part of the Decree of Divorce granted on date divorce granted. In compliance with those requirements, the following is specified:

1. This Order assigns a portion of the benefits payable under the Plan to name of alternate payee in recognition of his/her marital rights in name of participant's benefits payable under the Plan.
2. Participant in the Plan is name of participant, whose last known mailing address is participant's address, whose birth date is birth date, and whose Social Security Number is social security number.
3. Alternate Payee is name of alternate payee, whose last known mailing address is alternate payee's address, whose birth date is alternate payee birth date, and whose Social Security Number is alternate payee SSN. Participant and Alternate Payee became married on date of marriage.
4. As part of a just and right division of the estate of the parties, Alternate Payee is hereby awarded a portion of any benefits payable with respect to Participant which Participant, or Participant's designated beneficiary, surviving spouse, or estate may become entitled to receive from the Plan, by way of a return of accumulated contributions or by way of any annuity that may become payable as a result of Participant's participation in the Plan, such portion to be determined by:

multiplying one-half, or other proportionate share of the community property interest by a fraction, the numerator of which is the amount of credited service with the Plan earned by Participant between date of marriage and the date the divorce was granted, and the denominator of which is the amount of credited service by Participant under the Plan on the date the divorce was granted, and then multiplying that product by the value of the benefit that would be payable to Participant or Participant's designated beneficiary, surviving spouse or estate by the Plan, as if the Participant were eligible to receive such benefit on the date the divorce was granted.

5. The award to Alternate Payee under paragraph 4 of this Order is expressly made subject to the following provisions:
- (a) This Order shall not be interpreted in any way to require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.
 - (b) This Order shall not be interpreted in any way to require the Plan to provide increased benefits determined on the basis of actuarial value.
 - (c) This Order shall not be interpreted in any way to require the Plan to pay any benefits to an Alternate Payee named in this Order which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.
 - (d) This Order shall not be interpreted in any way to require the payment of benefits to the Alternate Payee before the retirement of the Participant, the distribution of a withdrawal of contributions to the Participant as authorized by the statutes governing the Plan, or other distribution to the Participant required by law.
 - (e) This Order shall be interpreted to require that, in the event of Participant's retirement before normal retirement age, the benefits payable to Alternate Payee shall be reduced in a proportionate amount.
 - (f) This Order shall not be interpreted to require the designation of a particular person as the recipient of benefits in the event of the Participant's death, or to require the selection of a particular benefit payment plan or option.
 - (g) Applicable Texas laws and rules do not currently permit alternate payees to receive any future benefit increases. In the event that, after the date the divorce was granted, the Texas Legislature provides or requires any benefit increase specifically for alternate payees of the Plan, Alternate Payee shall receive a proportionate part of such increase or such other amount as directed by the Texas Legislature, unless such an increase would disqualify this Order as a qualified domestic relations order under applicable law or unless such increase would otherwise conflict with the rules of the Plan.
 - (h) In the event that, after the date of divorce was granted, the amount of any benefit otherwise payable to Participant is reduced by law, the portion of benefits payable to Alternate Payee shall be reduced in a proportionate amount.
 - (i) If, as a result of Participant's death after the date the divorce was granted, a payment is made by the Plan to Participant's estate, surviving spouse, or designated beneficiaries, which payment does not relate in any way to Participant's length of employment or accumulated contributions with the Plan, but is purely a death benefit as a result of employment or retired status at the time of death, no portion of such payment is community property, and Alternate Payee shall have no interest in such death benefit.
 - (j) In lieu of paying Alternate Payee the interest awarded by this Order, the Plan may pay the Alternate Payee an amount that is the actuarial equivalent of that interest in the form of (1) an annuity payable in equal monthly installments for the life of the Alternate Payee, or (2) a lump sum.
 - (k) All payments to Alternate Payee under this Order shall terminate upon Alternate Payee's death or at such earlier date as may be required as a result of the retirement option selected by Participant.

6. All benefits payable under the Plan other than those payable under paragraph 4, above, to Alternate Payee shall be payable to Participant in such manner and form as Participant may elect in his/her sole and undivided discretion, subject only to Plan requirements.
7. Alternate Payee is ORDERED to report any retirement payments received on any applicable income tax return, and to promptly notify the Plan of any changes in Alternate Payee's mailing address. The Plan is authorized to issue a Form 1099R or other form required by the Internal Revenue Service on any direct payment made to Alternate Payee.
8. Participant is designated a constructive trustee for receiving any retirement benefits under the Plan that are due to Alternate Payee but paid to Participant. Participant is ORDERED to pay the benefit defined in this paragraph directly to Alternate Payee within three (3) days after receipt by Participant. All payments made directly to Alternate Payee by the Plan shall be a credit against funds required to be paid by this Order.
9. The Court retains jurisdiction to amend this Order so that it will constitute a qualified domestic relations order under the Plan even though all other matters incident to this action or proceeding have been fully and finally adjudicated.

SIGNED this ____ day of _____, 20 ____.

JUDGE PRESIDING

APPROVED:

Participant

(Participant's Counsel, if applicable)

Alternate Payee

(Alternate Payee's Counsel, if applicable)

Form 25-12 is reserved.

Form 25-13

The Teacher Retirement System of Texas has promulgated the following model qualified domestic relations order for active members. It may be downloaded at www.trs.texas.gov/Pages/QDRO-divorce-domestic-relations-order.aspx. An order for retirees, which is reproduced as form 25-14 in this manual, may also be downloaded at that website.

An extensive explanation of the model orders, including instructions for completing the required information, may also be downloaded at that website.

Although using a model qualified domestic relations order as a fill-in-the-blank form is generally not advisable, TRS requires the use of their model and other versions will be rejected.

Checking with the retirement system to obtain any available current model forms and instructions is recommended.

Note that the model form contains sensitive data. See section 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed records.

Domestic Relations Order Dividing Retirement Plan Benefits
[Teacher Retirement System of Texas—Active Member]

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§**DOMESTIC RELATIONS ORDER DIVIDING RETIREMENT PLAN BENEFITS**

This Order is intended to meet the requirements for a "qualified domestic relations order" relating to the Teacher Retirement System of Texas, hereinafter called the "Plan," "TRS," or "System," as set forth in Chapter 804, Title 8, Texas Government Code, and in applicable TRS rules, 34 TAC §§47.1 - 47.17. This Order is an integral part of the Decree of Divorce entered in this cause. In compliance with those requirements, the following is specified:

1. This Order assigns a portion of the benefits or amounts payable under the Plan to Alternate Payee in recognition of his/her marital rights in Participant's benefits or amounts payable under the Plan.
2. Participant in the Plan is _____
(INSERT NAME OF PARTICIPANT), whose last known mailing address is

(INSERT PARTICIPANT'S ADDRESS) and whose Social Security number is excluded from this order to protect the Participant from identity theft. Participant is authorized to use an alternate method acceptable to TRS to verify the number.

3. Alternate Payee is _____

(INSERT NAME OF ALTERNATE PAYEE), whose last known mailing address is

(INSERT ALTERNATE PAYEE'S ADDRESS) and whose Social Security number is excluded from this order to protect Alternate Payee from identity theft. Alternate Payee is authorized to use an alternate method acceptable to TRS to verify the number.

4. Participant and Alternate Payee were married on _____ **(INSERT DATE OF MARRIAGE)**. The court

orders that for purposes of this order, the end date for the division of property is _____ **(INSERT END DATE OF DIVISION)**.

5. As part of a just and right division of the estate of the parties, Alternate Payee is awarded and shall receive from the Plan a portion of any of the following distributions paid by the Plan:

- distributions of service or disability retirement benefits (whether payable to Participant or a beneficiary);

- death or survivor benefits; and
- a distribution of the total accumulated contributions credited to Participant by the Plan.

For purpose of this order, the following **definitions** apply:

- **service or disability retirement benefits** include monthly retirement annuity payments payable to a retiree, continuing optional annuity payments paid to a beneficiary, distributions under the Deferred Retirement Option Plan (DROP), distributions of the Partial Lump Sum Option (PLSO), and supplemental payments;
- **death or survivor benefits** include a distribution of any monthly annuity payments paid as a death benefit to a beneficiary, a distribution of a lump sum benefit, any monthly benefits paid to a surviving spouse, dependent parent of the decedent, or minor children of the decedent, and a distribution of an amount equal to the remaining balance of Participant's accumulated contributions paid as a death benefit;
- **accumulated contributions** include member contributions made on behalf of the Participant plus all accumulated interest and has the meaning provided in § 821.001(1), Texas Government Code, or its successor statute; and

The portion awarded to Alternate Payee is payable if, as, and when such distributions are made as provided by the Plan's governing laws and rules based on Participant's membership in, credit with, or contributions to the Plan. The portion of the distribution of benefits or total accumulated contributions that is

awarded and that is to be paid to Alternate Payee shall be determined as follows:

Select ONE of the following options by marking the applicable box (do not omit the unselected option):

☐ **OPTION 1**

Multiply the distribution by a percentage derived from the following formula:

$$CP \text{ awarded} \times \frac{\text{standard annuity based on salary and service during marriage}}{\text{standard annuity based on salary and service at time of distribution}}$$

The community property (CP in the equation above) awarded is the Alternate Payee's interest in the community property as determined by the court and may be expressed as a fraction, a percentage or a decimal. The Alternate Payee's interest in the community property is _____ **(INSERT INTEREST AWARDED BY THE COURT).**

The **numerator** of the fraction establishing the community's interest in Participant's total benefit is the amount of a standard service retirement annuity unreduced for early retirement calculated under the retirement law and rules in effect on the end date of division but using only service and salary credit that TRS determines has been acquired by Participant between the date of the parties' marriage and the end date of division and maintained with the System as of the end date of division, even if Participant has not yet reached normal retirement age, the service credit is less than the minimum required to be eligible to receive a service retirement annuity, and the average salary must be calculated with fewer salary years than specified by applicable laws and rules.

The **denominator** of the fraction is:

- for distributions made after the retirement of Participant, the amount of a standard service retirement annuity unreduced for early retirement calculated under the laws and rules in effect at the time of Participant's latest effective date of retirement and based on Participant's membership in, credit with, or contributions to the System as of Participant's latest effective date of retirement; and
- for distributions made prior to the retirement of the Participant, the amount of a standard service retirement annuity, unreduced for early retirement, which would have been used to calculate the service retirement benefit payable if Participant had retired at the end of the month in which the distribution is authorized to be made. For the purpose of determining the amount of a normal age standard service retirement annuity which would have been used to calculate the benefit payable if Participant had retired, the Plan may calculate the annuity by using the service credit acquired and maintained by Participant, even if it is less than the minimum required to be eligible to receive a service retirement annuity, and by using an average salary, even if it must be calculated with fewer salary years than specified by applicable laws and rules. The term "standard service retirement annuity" as used in this Order is defined by § 824.203, Texas Government Code, or its successor statute.

☐ **OPTION 2**

Multiply the distribution by _____ % **(INSERT PERCENT AWARDED BY THE COURT. AWARD MUST BE LESS THAN ONE HUNDRED PERCENT (100%))**. The percent awarded is a percent of the **total distribution** payable on behalf of Participant and is **not** limited to a percentage of benefits accrued only during the marriage. If the application of the percent awarded results in a distribution of Participant's separate property to the Alternate Payee, the parties acknowledge the award and agree to the distribution and the Court finds that the award of separate property is necessary for the just and right division of the parties' community property.

Select one or more of the following special instructions if needed by marking the applicable box (do not omit unselected instructions):

☐ **SPECIAL INSTRUCTION 1:**

The above language notwithstanding, in no event shall Alternate Payee receive more than a total of \$ _____ **(INSERT TOTAL AMOUNT)** plus interest, calculated from the end date of division to the date distribution to the Alternate Payee begins, as provided in § 825.307(b), Texas Government Code, or its successor statute.

☐ **SPECIAL INSTRUCTION 2:**

The above language notwithstanding, in no event shall Alternate Payee receive more than a total of \$ _____ **(INSERT TOTAL AMOUNT)**.

☐ **SPECIAL INSTRUCTION 3:**

The above language notwithstanding and except as provided in Section 6(g) of this order, in no event shall Alternate Payee receive more than \$_____ (**INSERT AMOUNT**) per month from any monthly retirement annuity payment.

☐ **SPECIAL INSTRUCTION 4** (only available if selected Option 1):

The above language notwithstanding, in determining the amount of service credit acquired during the marriage, service credit acquired under the terms of the Employee Retirement System of Texas (ERS) but transferred to TRS at the time of distribution shall be credited at the time the service was acquired or earned under ERS rather than the time of the transfer to TRS.

☐ **SPECIAL INSTRUCTION 5** (only available if selected Option 1):

The above language notwithstanding, in determining the amount of service credit acquired during the marriage, _____ (**INSERT TOTAL NUMBER OF YEARS of SERVICE CREDIT TO BE EXCLUDED**) years of service credit purchased during the marriage are excluded from the total years of service credit acquired during the marriage.

☐ **SPECIAL INSTRUCTION 6:**

Alternate Payee is awarded and shall receive _____ (**INSERT INTEREST AWARDED BY THE COURT**) of a special refund of deposits or contributions that were made to and maintained with TRS between date of marriage and the end date of division and _____ (**INSERT INTEREST AWARDED BY THE COURT**) of

any interest, if credited, that TRS determines is attributable to these deposits or contributions. The community property interest awarded is the Alternate Payee's interest in the community property as determined by the court and may be expressed as a fraction, a percentage or a decimal. Special refund means a return of deposits or contributions that should not have been made to TRS on behalf of the member or that were based on compensation that cannot be used for calculation of TRS benefits and is refundable under the terms of the Plan.

6. TRS is directed to disburse to Alternate Payee the portion of distributions assigned under Paragraph No. 5 of this Order, if, as, and when such distributions are made as provided by the System's governing laws and rules based on Participant's membership in, credit with, or contributions to the System, subject to the following provisions:

(a) This Order shall not be interpreted in any way to require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.

(b) This Order shall not be interpreted in any way to require the Plan to provide increased benefits determined on the basis of actuarial value.

(c) This Order shall not be interpreted in any way to require the Plan to pay any benefits to an alternate payee named in this Order which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

(d) This Order shall not be interpreted in any way to require the payment of benefits to Alternate Payee before the retirement of Participant, the distribution of a withdrawal of contributions to Participant as authorized by the statutes governing

the Plan, or any other distribution required by law.

(e) If the Plan provides for a reduced benefit upon "early retirement," this Order shall be interpreted to require that, in the event of Participant's retirement before normal retirement age, the benefits payable to Alternate Payee shall be reduced proportionately.

(f) This Order shall not be interpreted to require the designation of a particular person as the recipient of benefits in the event of Participant's death or to require the selection of a particular benefit payment plan or option. However, notwithstanding the provisions of this Order, if Alternate Payee is designated as a beneficiary for any benefits payable by TRS upon the death of Participant, then Alternate Payee shall receive such payment to which Alternate Payee is entitled by law as beneficiary. If Alternate Payee is a joint beneficiary for a benefit, Alternate Payee shall receive the portion of the total benefit payable to the joint beneficiaries as specified in Paragraph No. 5 above; the portion of the benefit payment received by Alternate Payee as a joint beneficiary of Participant shall be credited toward satisfying the amount of the benefit payable to Alternate Payee as the alternate payee for Participant's interest. Additionally, as specified in Paragraph No. 5 above, Alternate Payee shall receive a portion of any other benefits which are payable to a beneficiary and for which Alternate Payee was not designated as a beneficiary.

(g) In the event that, after distribution of a benefit to Participant or a beneficiary has begun, the amount of the distribution is increased or reduced by law, then the amount payable to Alternate Payee shall be increased or reduced proportionately.

(h) If the Board of Trustees of the Plan has provided by rule that, in lieu of paying an alternate payee the interest awarded by a qualified domestic relations order, the Plan may pay an alternate payee an amount that is the actuarial equivalent of such interest in the form of (1) an annuity payable in equal monthly installments for the life of the alternate payee, or (2) a lump sum, then and only in that event Alternate Payee or Participant may request the Plan to make payment in this form, and the Plan is authorized to make payment in this form instead of in the manner otherwise described in this Order. This Order shall not be interpreted in any way to require the Plan to adopt such rules or to require the Plan to grant any request for payment in the form described in this provision. The determination of whether to pay an amount authorized by this provision in lieu of the interest otherwise awarded by this Order shall be at the sole discretion of the Plan.

The above language notwithstanding, Alternate Payee may make an election, if authorized by § 804.005, Texas Government Code, or its successor statute, to receive an amount in lieu of the interest awarded by this Order that is Alternate Payee's portion of the actuarial equivalent of the Participant's accrued benefit, determined as of the date of Alternate Payee's election. When authorized, Alternate Payee may make this election in writing to TRS if Participant has not yet retired but is at least 62 years of age and eligible to retire without reduction for early age. The amount is payable to Alternate Payee in the form authorized by law and as determined by TRS. The benefit payable on behalf of Participant is permanently reduced as required by law and as determined by TRS.

(i) The interest of Alternate Payee is governed by § 804.101, Texas

Government Code or its successor statute.

7. Any amount payable by TRS, other than those payable under Paragraph No. 5 above to Alternate Payee, shall be payable directly to Participant, Participant's beneficiary, or the estate, heirs, or legatees of either, in accordance with the TRS laws and rules. If Participant, Participant's beneficiary, or the estate of either receives any amount of a distribution that has been awarded to Alternate Payee, the recipient is designated a constructive trustee for the amount received and shall immediately transmit such amount to Alternate Payee.
8. If Alternate Payee or the estate, heirs, or legatees of Alternate Payee receive any amount of a distribution that should have been paid to Participant, Participant's beneficiary, or the estate, heirs, or legatees of either, the recipient is designated a constructive trustee for the amount received and shall immediately transmit such amount to Plan Participant or other person to whom the amount should have been paid.
9. If Participant, Alternate Payee, or the estate, heirs, or legatees of either receive any amount of a distribution that should not have been paid by the System, the recipient is designated a constructive trustee for the amount received and shall immediately transmit such amount to the System.
10. Alternate Payee is ORDERED to report any payments received on any applicable income tax return in accordance with Internal Revenue Code provisions or regulations in effect at the time any payments are issued by TRS. The Plan is authorized to issue a Form W-2P, Form 1099-R, or other applicable form on any direct payment made to Alternate Payee. Plan Participant and Alternate Payee

shall allocate Participant's investment in contract in the manner established by the Internal Revenue Code and any applicable regulations.

11. Alternate Payee is ORDERED to provide the Plan prompt written notification of any changes in Alternate Payee's mailing address. TRS shall not be liable for failing to make payments to Alternate Payee if TRS does not have a current mailing address for Alternate Payee at time of payment.
12. Alternate Payee shall furnish a certified copy of this Order to TRS.
13. The Court retains jurisdiction to amend this Order so that it will constitute a qualified domestic relations order under the Plan even though all other matters incident to this action or proceeding have been fully and finally adjudicated. If the System determines at any time that changes in the law, the administration of the Plan, or any other circumstances make it impossible to calculate the portion of a distribution awarded to Alternate Payee by this Order and so notifies the parties, either or both parties shall immediately petition the Court for reformation of the Order.
14. It is the intent of this Court that this order conform to the model domestic relations order adopted by TRS. Any variance from the model order is inadvertent and shall be construed and administered by TRS in a manner consistent with the model order language.

SIGNED this _____ day of _____, 20_____.

[JUDGE PRESIDING]

Form 25-14

The Teacher Retirement System of Texas has promulgated the following model qualified domestic relations order for retirees. It may be downloaded at www.trs.texas.gov/Pages/QDRO-divorce-domestic-relations-order.aspx. An order for active members, which is reproduced as form 25-13 in this manual, may also be downloaded at that website.

An extensive explanation of the model orders, including instructions for completing the required information, may also be downloaded at that website.

Although using a model qualified domestic relations order as a fill-in-the-blank form is generally not advisable, TRS requires the use of their model and other versions will be rejected.

Checking with the retirement system to obtain any available current model forms and instructions is recommended.

Note that the model form contains sensitive data. See section 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed records.

Domestic Relations Order Dividing Retirement Plan Benefits
[Teacher Retirement System of Texas—Retiree]

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DOMESTIC RELATIONS ORDER DIVIDING RETIREMENT PLAN BENEFITS

This Order is intended to meet the requirements for a "qualified domestic relations order" relating to the Teacher Retirement System of Texas, hereinafter called the "Plan," "TRS," or "System," as set forth in Chapter 804, Title 8, Texas Government Code, and in applicable TRS rules, 34 TAC §§47.1 - 47.17. This Order is an integral part of the Decree of Divorce entered in this cause. In compliance with those requirements, the following is specified:

1. This Order assigns a portion of the benefits or amounts payable under the Plan to Alternate Payee in recognition of his/her marital rights in Participant's benefits or amounts payable under the Plan.

2. Participant in the Plan is _____

(INSERT NAME OF PARTICIPANT), whose last known mailing address is

(INSERT PARTICIPANT'S ADDRESS) and whose Social Security number is excluded from this order to protect the Participant from identity theft. Participant is authorized to use an alternate method acceptable to TRS to verify the number.

3. Alternate Payee is _____ **INSERT NAME OF ALTERNATE PAYEE**), whose last known mailing address is _____

(INSERT ALTERNATE PAYEE'S ADDRESS) and whose Social Security number is excluded from this order to protect Alternate Payee from identity theft. Alternate Payee is authorized to use an alternate method acceptable to TRS to verify the number.

4. Participant and Alternate Payee were married on _____ **(INSERT DATE OF MARRIAGE)**. The court orders that for purposes of this order, the end date for the division of property is _____ **(INSERT END DATE OF DIVISION)**.

5. As part of a just and right division of the estate of the parties, Alternate Payee is awarded and shall receive from the Plan a portion of any of the following distributions paid by the Plan:

- distributions of service or disability retirement benefits (whether payable to Participant or a beneficiary); and
- survivor benefits paid at the death of a retiree.

For purpose of this order, the following **definitions** apply:

- **service or disability retirement benefits** include monthly retirement annuity payments payable to a retiree, continuing optional annuity payments paid to a beneficiary, distributions under the Deferred Retirement Option Program (DROP), distributions of the Partial Lump Sum Option (PLSO), and supplemental payments;
- **survivor benefits** paid at the death of a retiree are the benefits payable at the death of a retiree and include a lump sum survivor benefit; any monthly benefits paid to a surviving spouse, dependent parent of the decedent, or minor children of the decedent; and a distribution of an amount equal to the remaining balance of Participant's accumulated contributions paid as a death benefit; and
- **accumulated contributions** include member contributions made on behalf of the Participant plus all accumulated interest has the meaning provided in § 821.001(1), Texas Government Code, or its successor statute.

The portion awarded to Alternate Payee is payable if, as, and when such distributions are made as provided by the Plan's governing laws and rules based on Participant's membership in, credit with, or contributions to the Plan. The portion of the distribution of benefits that is awarded and that is to be paid to Alternate Payee shall be determined as follows:

Select **ONE** of the following options by marking the applicable box (do not omit the unselected option):

☐ **OPTION 1**

Multiply the distribution by a percentage derived from the following formula:

$$CP \text{ awarded} \times \frac{\text{standard annuity based on salary and service during the marriage}}{\text{standard annuity based on salary and service at time of distribution}}$$

The community property (CP in the equation above) awarded is the Alternate Payee's interest in the community property as determined by the court and may be expressed as a fraction, a percentage or a decimal. The Alternate Payee's interest in the community property is _____ (**INSERT INTEREST AWARDED BY THE COURT**).

The **numerator** of the fraction establishing the community's interest in Participant's total benefit is the amount of a standard service retirement annuity unreduced for early retirement calculated under the retirement law and rules in effect at the latest effective date of retirement of Participant prior to the end date of division but using only the service and salary credit that TRS determines has been acquired by the Participant between the date of the parties' marriage and the latest effective date of retirement prior to the end date of division and maintained with the System as of the latest effective date of retirement prior to the end date of division, even if the service credit is less than the minimum required to be eligible to receive a service retirement annuity and the average salary must be calculated with fewer salary years than specified by applicable laws and rules.

The **denominator** of the fraction is the amount of a standard service retirement annuity unreduced for early retirement calculated under the laws and rules in effect at the time of Participant's latest effective date of retirement and based on Participant's membership in, credit with, or contributions to the System as of Participant's latest effective date of retirement. The term "standard service retirement annuity" as used in this Order is defined by § 824.203, Texas Government Code, or its successor statute.

☐ **OPTION 2**

Multiply the distribution by _____% (**INSERT PERCENT AWARDED BY THE COURT. AWARD MUST BE LESS THAN ONE HUNDRED PERCENT (100%)**). The percent awarded is a percent of the **total distribution** payable on behalf of Participant and is **not** limited to a percentage of benefits accrued only during the marriage. If the application of the percent awarded results in a distribution of Participant's separate property to the Alternate Payee, the parties acknowledge the award and agree to the distribution and the Court finds that the award of separate property is necessary for the just and right division of the parties' community property.

Select one or more of the following special instructions if needed by marking the applicable box (do not omit unselected instructions):

☐ **SPECIAL INSTRUCTION 1:**

The above language notwithstanding, in no event shall Alternate Payee receive more than a total of \$ _____ (**INSERT TOTAL AMOUNT**) plus interest, calculated from the end date of division to the date

distribution to the Alternate Payee begins, as provided in § 825.307(b), Texas Government Code, or its successor statute.

☐ **SPECIAL INSTRUCTION 2:**

The above language notwithstanding, in no event shall Alternate Payee receive more than a total of \$ _____ (**INSERT TOTAL AMOUNT**).

☐ **SPECIAL INSTRUCTION 3:**

The above language notwithstanding and except and as provided in Section 6(g) of this order, in no event shall Alternate Payee receive more than \$ _____ (**INSERT AMOUNT**) per month from any monthly retirement annuity payment.

☐ **SPECIAL INSTRUCTION 4** (only available if selected Option 1):

The above language notwithstanding, in determining the amount of service credit acquired during the marriage, service credit acquired under the terms of the Employee Retirement System of Texas (ERS) but transferred to TRS at the time of distribution shall be credited at the time the service was acquired or earned under ERS rather than the time of the transfer to TRS.

☐ **SPECIAL INSTRUCTION 5** (only available if selected Option 1):

The above language notwithstanding, in determining the amount of service credit acquired during the marriage, _____ (**INSERT TOTAL NUMBER OF YEARS OF SERVICE CREDIT TO BE EXCLUDED**) years of service credit purchased during the marriage are excluded from the total years

of service credit acquired during the marriage.

☐ **SPECIAL INSTRUCTION 6:**

It is further ordered pursuant to § 824.1012, Texas Government Code, or its successor statute, that Participant is authorized to change the retirement plan selection made at the time of retirement from a continuing optional retirement annuity providing for the beneficiary to receive at the death of Participant, all or a portion of the monthly retirement annuity, for the remainder of beneficiary's life, to an increased standard annuity retirement plan that will pay Participant a monthly benefit for the remainder of Participant's life only, and in changing the retirement plan to a standard annuity payment plan, Participant is authorized to revoke and the court hereby approves the revocation of Alternate Payee as the beneficiary of the continuing optional retirement annuity. Changes authorized in this order must comply with the TRS plan terms and nothing in this order shall be construed as authorizing an action in violation of the plan terms. In addition, Participant must comply with any requirements of TRS in order to effect the change of the retirement plan and the revocation of Alternate Payee as beneficiary.

☐ **SPECIAL INSTRUCTION 7:**

It is further ordered pursuant to § 824.1013, Texas Government Code, or its successor statute, that Participant is authorized to change the Alternate Payee as beneficiary of the continuing optional retirement plan selection made at the time of retirement that provides for the Alternate Payee to receive at the death

of Participant all or a portion of the monthly retirement annuity for the remainder of Alternate Payee's life, and to designate another beneficiary to receive the continuing optional retirement annuity at Participant's death. However, beneficiary changes under § 824.1013 are subject to the TRS plan terms, including the restriction on multiple beneficiary changes and the limits on the length of time payments may be due to a new beneficiary. Changes authorized in this order must comply with the TRS plan terms and nothing in this order shall be construed as authorizing an action in violation of the plan terms. In addition, Participant must comply with any requirements of TRS in order to effect the change from Alternate Payee as beneficiary of the continuing optional retirement annuity to a new beneficiary.

6. The Teacher Retirement System of Texas is directed to disburse to Alternate Payee the portion of distributions assigned under Paragraph No. 5 of this Order, if, as, and when such distributions are made as provided by the System's governing laws and rules based on Participant's membership in, credit with, or contributions to the System, subject to the following provisions:
 - (a) This Order shall not be interpreted in any way to require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.
 - (b) This Order shall not be interpreted in any way to require the Plan to provide increased benefits determined on the basis of actuarial value.
 - (c) This Order shall not be interpreted in any way to require the Plan to pay any benefits to an alternate payee named in this Order which are required to be paid

to another alternate payee under another order previously determined to be a qualified domestic relations order.

(d) This Order shall not be interpreted in any way to require the payment of benefits to Alternate Payee before the retirement of Participant, the distribution of a withdrawal of contributions to Participant as authorized by the statutes governing the Plan, or any other distribution required by law.

(e) If the Plan provides for a reduced benefit upon "early retirement," this Order shall be interpreted to require that, in the event of Participant's retirement before normal retirement age, the benefits payable to Alternate Payee shall be reduced proportionately.

(f) This Order shall not be interpreted to require the designation of a particular person as the recipient of benefits in the event of Participant's death or to require the selection of a particular benefit payment plan or option. However, notwithstanding the provisions of this Order, if Alternate Payee is designated as a beneficiary for any benefits payable by TRS upon the death of Participant, then Alternate Payee shall receive such payment to which Alternate Payee is entitled by law as beneficiary. If Alternate Payee is a joint beneficiary for a benefit, Alternate Payee shall receive the portion of the total benefit payable to the joint beneficiaries as specified in Paragraph No. 5 above; the portion of the benefit payment received by Alternate Payee as a joint beneficiary of Participant shall be credited toward satisfying the amount of the benefit payable to Alternate Payee as the alternate payee for Participant's interest. Additionally, as specified

in Paragraph No. 5 above, Alternate Payee shall receive a portion of any other benefits which are payable to a beneficiary and for which Alternate Payee was not designated as a beneficiary.

(g) In the event that, after distribution of a benefit to Participant or a beneficiary has begun, the amount of the distribution is increased or reduced by law, then the amount payable to Alternate Payee shall be increased or reduced proportionately.

(h) If the Board of Trustees of the Plan has provided by rule that, in lieu of paying an alternate payee the interest awarded by a qualified domestic relations order, the Plan may pay an alternate payee an amount that is the actuarial equivalent of such interest in the form of (1) an annuity payable in equal monthly installments for the life of the alternate payee, or (2) a lump sum, then and only in that event Alternate Payee or Participant may request the Plan to make payment in this form, and the Plan is authorized to make payment in this form instead of in the manner otherwise described in this Order. This Order shall not be interpreted in any way to require the Plan to adopt such rules or to require the Plan to grant any request for payment in the form described in this provision. The determination of whether to pay an amount authorized by this provision in lieu of the interest otherwise awarded by this Order shall be at the sole discretion of the Plan.

The above language notwithstanding, Alternate Payee may make an election, if authorized by § 804.005, Texas Government Code, or its successor statute,

to receive an amount in lieu of the interest awarded by this Order that is Alternate Payee's portion of the actuarial equivalent of the Participant's accrued benefit, determined as of the date of Alternate Payee's election. When authorized, Alternate Payee may make this election in writing to TRS if Participant has not yet retired but is at least 62 years of age and eligible to retire without reduction for early age. The amount is payable to Alternate Payee in the form authorized by law and as determined by TRS. The benefit payable on behalf of Participant is reduced as required by law and as determined by TRS.

(i) The interest of Alternate Payee is governed by § 804.101, Texas Government Code, or its successor statute.

7. Any amount payable by TRS, other than those payable under Paragraph No. 5 above to Alternate Payee, shall be payable directly to Participant, Participant's beneficiary, or the estate, heirs, or legatees of either, in accordance with the TRS laws and rules. If Participant, Participant's beneficiary, or the estate of either receives any amount of a distribution that has been awarded to Alternate Payee, the recipient is designated a constructive trustee for the amount received and shall immediately transmit such amount to Alternate Payee.
8. If Alternate Payee or the estate, heirs, or legatees of Alternate Payee receive any amount of a distribution that should have been paid to Participant, Participant's beneficiary, or the estate, heirs, or legatees of either, the recipient is designated a constructive trustee for the amount received and shall

immediately transmit such amount to Plan Participant or other person to whom the amount should have been paid.

9. If Participant, Alternate Payee, or the estate, heirs, or legatees of either receive any amount of a distribution that should not have been paid by the System, the recipient is designated a constructive trustee for the amount received and shall immediately transmit such amount to the System.
10. Alternate Payee is ORDERED to report any payments received on any applicable income tax return in accordance with Internal Revenue Code provisions or regulations in effect at the time any payments are issued by TRS. The Plan is authorized to issue a Form W-2P, Form 1099-R, or other applicable form on any direct payment made to Alternate Payee. Plan Participant and Alternate Payee shall allocate Participant's investment in contract in the manner established by the Internal Revenue Code and any applicable regulations.
11. Alternate Payee is ORDERED to provide the Plan prompt written notification of any changes in Alternate Payee's mailing address. TRS shall not be liable for failing to make payments to Alternate Payee if TRS does not have a current mailing address for Alternate Payee at time of payment.
12. Alternate Payee shall furnish a certified copy of this Order to TRS.
13. The Court retains jurisdiction to amend this Order so that it will constitute a qualified domestic relations order under the Plan even though all other matters incident to this action or proceeding have been fully and finally adjudicated. If

the System determines at any time that changes in the law, the administration of the Plan, or any other circumstances make it impossible to calculate the portion of a distribution awarded to Alternate Payee by this Order and so notifies the parties, either or both parties shall immediately petition the Court for reformation of the Order.

14. It is the intent of this Court that this order conform to the model domestic relations order adopted by TRS. Any variance from the model order is inadvertent and shall be construed and administered by TRS in a manner consistent with the model order language.

SIGNED this _____ day of _____, 20_____.

[JUDGE PRESIDING]

Form 25-15

The Texas County and District Retirement System has promulgated the following simplified, preapproved qualified domestic relations order for use before the member's retirement. Together with instructions, it may be found at www.tcdrs.org/Pages/Search.aspx?k=qdro. An order for retirees, which is reproduced as form 25-16 in this manual, may also be downloaded at that website.

Checking with the retirement system to obtain any available current model forms and instructions is recommended.

Note that the model form contains sensitive data. See section 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed records.

Qualified Domestic Relations Order

[Texas County and District Retirement System—Active Member]

Pre-Retirement Qualified Domestic Relations Order

Court Order
QDRO
Revised
03/2019
Page 1 of 3

Case # _____ in the matter of the marriage of _____
and _____ in the district court of _____.

PURPOSE

This Order is intended to meet the requirements for a “qualified domestic relations order” relating to the Texas County & District Retirement System, hereinafter called the “Plan”. This Order is an integral part of the Decree of Divorce signed on _____, and in compliance with the laws of Texas, the following is specified:
(date of divorce decree)

ASSIGNMENT OF RETIREMENT BENEFIT

This Order assigns a portion of the benefits payable under the Plan to Alternate Payee in recognition of marital rights in Participant’s benefits payable under the Plan.

PARTICIPANT INFORMATION

The name of the Plan Participant is: Full Name: _____
Address: _____

Please include Participant address, Social Security number, date of birth and phone numbers on the accompanying Statement of Confidential Information.

ALTERNATE PAYEE INFORMATION

The name of the Alternate Payee is: Full Name: _____
Address: _____

Please include Alternate Payee address, Social Security number, date of birth and phone numbers on the accompanying Statement of Confidential Information. The Alternate Payee shall have the duty to notify the Plan in writing of any changes of his or her mailing address subsequent to the entry of this Order.

AMOUNT OF ALTERNATE PAYEE’S INTEREST IN THE PLAN:

This Order assigns to Alternate Payee a separate interest in the Plan attributable to _____% of Participant’s accumulated contributions that accrued during the period of marriage. The dates of marriage are _____ through _____ (the “period of marriage”). Accumulated contributions described above include the deposits made by the Participant in the Plan during the period of marriage and the interest credited to those deposits during the period of marriage under the terms of the Plan. The portion of the accumulated contributions awarded to the Alternate Payee above will also accrue future interest pursuant to the terms of the Plan for the benefit of the Alternate Payee following the period of marriage. In the event that the Alternate Payee becomes eligible to retire under the Plan as described below, then the Alternate Payee’s retirement benefit is based on the accumulated contributions and employer-provided credits. Employer-provided credits are the employer matching related to accumulated contributions and any other employer-provided credits associated with the period of the marriage.

(continued on next page)

Pre-Retirement Qualified Domestic Relations Order

Court Order
QDRO
Revised
03/2019
Page 2 of 3

DISTRIBUTION OF ALTERNATE PAYEE'S BENEFIT

In accordance with the terms of the Plan, the form of Alternate Payee's benefit will be awarded as follows:

- At any time after this Order is filed and approved by the Plan, the Alternate Payee may withdraw in a lump sum the accumulated contributions attributable to the interest awarded in this order. By withdrawing, the Alternate Payee forfeits all employer-provided benefit credits.
- The Alternate Payee may commence a life annuity calculated in accordance with the terms of the Plan and based on the interest awarded in this Order at such time when the Participant:
 - (1) Is eligible to retire;
 - (2) Commences a disability retirement;
 - (3) Dies and was eligible for a survivor death benefit under the Plan; or
 - (4) Has attained the age at which the Participant would have been eligible to retire, if the participant withdrew his or her account and was vested at the time of withdrawal.

INCORPORATION OF ADMINISTRATIVE RULE

The provisions of 34 Texas Administrative Code, §109.14 are incorporated herein by reference.

Signed this _____ day of _____, 20_____.

Judge Presiding

SIGNATURES OF PARTICIPANT AND ALTERNATE PAYEE

Signature of Participant

Date Signed

Signature of Alternate Payee

Date Signed

Pre-Retirement Qualified Domestic Relations Order

Court Order
QDRO
Revised
03/2019
Page 3 of 3

§109.14. PROVISIONS INCORPORATED BY REFERENCE

The following provisions of 34 Texas Administrative Code, §109.14 are expressly incorporated by reference in the TCERS prescribed QDRO.

- (1) The order shall not be interpreted in any way to require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.
- (2) The order shall not be interpreted in any way to require the Plan to provide increased benefits determined on the basis of actuarial value.
- (3) The order shall not be interpreted in any way to require the Plan to pay any benefits to an/any Alternate Payee named in the order which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.
- (4) If the Plan provides for a reduced benefit upon "early retirement," the order shall be interpreted to require that, in the event of Participant's retirement before normal retirement age, the benefits payable to Alternate Payee shall be reduced in a proportionate amount.
- (5) The order shall not be interpreted to require the designation of a particular person as the recipient of benefits in the event of Participant's death, or to require the selection of a particular benefit payment plan or option.
- (6) In the event that, after the date of the order, the amount of any benefit otherwise payable to Participant is increased as a result of amendments to the law governing the Plan, Alternate Payee shall receive a proportionate part of such increase unless such an order would disqualify the order under the rules the Plan has adopted with regard to qualified domestic relations orders.
- (7) In the event that, after the date of the order, the amount of any benefit otherwise payable to Participant is reduced by law, the portion of benefits payable to Alternate Payee shall be reduced in a proportionate amount.
- (8) If, as a result of Participant's death after the date of the order, a payment is made by the Plan to Participant's estate, surviving spouse, or designated beneficiaries, which payment does not relate in any way to Participant's length of employment or accumulated contributions with the Plan, but rather is purely a death benefit payable as a result of employment or retired status at the time of death, no portion of such payment is community property, and Alternate Payee shall have no interest in such death benefit.
- (9) If the board of trustees of the Plan has by rule provided that, in lieu of paying an alternate payee the interest awarded by a qualified domestic relations order, the Plan may pay the alternate payee an amount that is the actuarial equivalent of an annuity payable in equal monthly installments for the life of the alternate payee, or a lump sum, then and in that event the Plan is authorized to make such a payment under the order.
- (10) All payments to Alternate Payee under the order shall terminate upon Alternate Payee's death, and Alternate Payee's beneficiary may be entitled to a benefit under §109.12.
- (11) All benefits payable under the Plan, other than those payable to Alternate Payee as provided in a qualified domestic order, shall be payable to Participant in such manner and form as Participant may elect in his/her sole and undivided discretion, subject only to Plan requirements.
- (12) Alternate Payee must report any retirement payments received on any applicable income tax return, and must promptly notify the Plan of any changes in Alternate Payee's mailing address. The Plan is authorized to issue a Form 1099R on any direct payment made to Alternate Payee.
- (13) Participant is designated a constructive trustee for receiving any retirement benefits under the Plan that are due to Alternate Payee but paid to Participant. Participant must pay the benefit defined in this paragraph directly to Alternate Payee within three days after receipt by Participant. All payments made directly to Alternate Payee by the Plan shall be a credit against this order.
- (14) The Court retains jurisdiction to amend the order so that it will constitute a qualified domestic relations order under the Plan even though all other matters incident to this action or proceeding have been fully and finally adjudicated.



Statement of Confidential Information

TCDRS
QDRO
Revised
03/2019
Page 1 of 1

Cause # _____

This form should not be filed with the Qualified Domestic Relations Order (QDRO) in the court files; however, this page must be submitted to TCDRS along with a certified court copy of the proposed QDRO to the Plan for acceptance.

PARTICIPANT INFORMATION

First Name	Middle Initial or Name	Last Name	Birth Date	Social Security Number
Address			City	State Zip
Home Phone Number	Mobile Phone Number	Work Phone Number		

ALTERNATE PAYEE INFORMATION

First Name	Middle Initial or Name	Last Name	Birth Date	Social Security Number
Address			City	State Zip
Home Phone Number	Mobile Phone Number	Work Phone Number		

Form 25-16

The Texas County and District Retirement System has promulgated the following simplified, preapproved qualified domestic relations order for use after the member's retirement. Together with instructions, it may be found at www.tcdrs.org/Pages/Search.aspx?k=qdro. An order for active members, which is reproduced as form 25-15 in this manual, may also be downloaded at that website.

Checking with the retirement system to obtain any available current model forms and instructions is recommended.

Note that the model form contains sensitive data. See section 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed records.

Qualified Domestic Relations Order
[Texas County and District Retirement System—Retiree]

Post-Retirement Qualified Domestic Relations Order

Court Order
QDRO
Revised
12/2019
Page 1 of 3

Case # _____ in the matter of the marriage of _____
and _____ in the district court of _____.

PURPOSE

This Order is intended to meet the requirements for a post-retirement “qualified domestic relations order” relating to the Texas County & District Retirement System, hereinafter called the “Plan”. This Order is an integral part of the Decree of Divorce signed on _____, and in compliance with the laws of Texas, the following is specified:
(date of divorce decree)

RETIREE INFORMATION

The name and address of the Plan retiree is:

Full Name: _____

Address: _____

Please include the retiree’s address, Social Security number, date of birth and phone numbers on the Statement of Confidential Information.

ALTERNATE PAYEE INFORMATION

The name and address of the alternate payee is:

Full Name: _____

Address: _____

Please include the alternate payee’s address, Social Security number, date of birth and phone numbers on the Statement of Confidential Information.

The alternate payee shall have the duty to notify the Plan in writing of any changes in his or her mailing address subsequent to the entry of this Order.

PERCENTAGE RETIREMENT BENEFIT AWARDED TO ALTERNATE PAYEE

This Order awards to Alternate Payee _____% of Retiree’s interest in the Plan, in recognition of Alternate Payee’s marital rights in Retiree’s benefits payable under the Plan.

CALCULATION OF AWARD — NUMBER 1

The following calculation shall be used if Retiree chose to retire under (a) single life option, (b) dual life option and named Alternate Payee as beneficiary, (c) guaranteed term option and named Alternate Payee as beneficiary, or (d) guaranteed term option and named someone other than Alternate Payee as beneficiary if the option has expired as of the date the Plan approves this Order.

This Order divides the monthly benefit currently payable to Retiree under the Plan as follows:

The actuarial present value of Retiree’s lifetime benefit is hereby split into two Single Life benefits. The Alternate Payee’s Single Life benefit is calculated based on the percentage awarded and Retiree’s Single Life benefit is calculated based on the remaining actuarial present value. In the event that Retiree is eligible for any future cost-of-living adjustments (COLAs), they will be awarded to Retiree and Alternate payee based on the percentage awarded.

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Post-Retirement Qualified Domestic Relations Order

Court Order
QDRO
Revised
12/2019
Page 2 of 3

CALCULATION OF AWARD — NUMBER 2

The following calculation shall be used if Retiree selected a person other than Alternate Payee as beneficiary and chose to retire under (a) dual life payment option, or (b) guaranteed term payment option and the term has not expired.

This Order divides the current benefit into two Single Life benefits payable to Retiree and Alternate Payee, respectively, while leaving the original beneficiary's rights to future benefits unchanged, as follows:

The actuarial present value of Retiree's lifetime benefit minus the actuarial present value of the amount attributable to the beneficiary ("adjusted actuarial present value") is hereby split into two Single Life benefits. Alternate Payee's Single Life benefit is calculated based on the percentage awarded and Retiree's Single Life benefit is calculated based on the remaining adjusted actuarial present value. In the event that Retiree is eligible for any future cost-of-living adjustments, they will be awarded to Retiree and Alternate Payee based on the percentage awarded.

INCORPORATION OF ADMINISTRATIVE RULE

The provisions of 34 Texas Administrative Code, §109.14 are incorporated herein by reference.

Signed this _____ day of _____, 20_____.

Judge Presiding

SIGNATURES OF PARTICIPANT AND ALTERNATE PAYEE

Signature of Participant

Date Signed

Signature of Alternate Payee

Date Signed

(continued on next page)

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Post-Retirement Qualified Domestic Relations Order

Court Order
QDRO
Revised
12/2019
Page 3 of 3

§109.14. PROVISIONS INCORPORATED BY REFERENCE

The following provisions of 34 Texas Administrative Code, §109.14 are expressly incorporated by reference in the TCDRS prescribed QDRO.

- (1) The order shall not be interpreted in any way to require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.
- (2) The order shall not be interpreted in any way to require the Plan to provide increased benefits determined on the basis of actuarial value.
- (3) The order shall not be interpreted in any way to require the Plan to pay any benefits to an/any Alternate Payee named in the order which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.
- (4) If the Plan provides for a reduced benefit upon "early retirement," the order shall be interpreted to require that, in the event of Participant's retirement before normal retirement age, the benefits payable to Alternate Payee shall be reduced in a proportionate amount.
- (5) The order shall not be interpreted to require the designation of a particular person as the recipient of benefits in the event of Participant's death, or to require the selection of a particular benefit payment plan or option.
- (6) In the event that, after the date of the order, the amount of any benefit otherwise payable to Participant is increased as a result of amendments to the law governing the Plan, Alternate Payee shall receive a proportionate part of such increase unless such an order would disqualify the order under the rules the Plan has adopted with regard to qualified domestic relations orders.
- (7) In the event that, after the date of the order, the amount of any benefit otherwise payable to Participant is reduced by law, the portion of benefits payable to Alternate Payee shall be reduced in a proportionate amount.
- (8) If, as a result of Participant's death after the date of the order, a payment is made by the Plan to Participant's estate, surviving spouse, or designated beneficiaries, which payment does not relate in any way to Participant's length of employment or accumulated contributions with the Plan, but rather is purely a death benefit payable as a result of employment or retired status at the time of death, no portion of such payment is community property, and Alternate Payee shall have no interest in such death benefit.
- (9) If the board of trustees of the Plan has by rule provided that, in lieu of paying an alternate payee the interest awarded by a qualified domestic relations order, the Plan may pay the alternate payee an amount that is the actuarial equivalent of an annuity payable in equal monthly installments for the life of the alternate payee, or a lump sum, then and in that event the Plan is authorized to make such a payment under the order.
- (10) All payments to Alternate Payee under the order shall terminate upon Alternate Payee's death, and Alternate Payee's beneficiary may be entitled to a benefit under §109.12.
- (11) All benefits payable under the Plan, other than those payable to Alternate Payee as provided in a qualified domestic order, shall be payable to Participant in such manner and form as Participant may elect in his/her sole and undivided discretion, subject only to Plan requirements.
- (12) Alternate Payee must report any retirement payments received on any applicable income tax return, and must promptly notify the Plan of any changes in Alternate Payee's mailing address. The Plan is authorized to issue a Form 1099R on any direct payment made to Alternate Payee.
- (13) Participant is designated a constructive trustee for receiving any retirement benefits under the Plan that are due to Alternate Payee but paid to Participant. Participant must pay the benefit defined in this paragraph directly to Alternate Payee within three days after receipt by Participant. All payments made directly to Alternate Payee by the Plan shall be a credit against this order.
- (14) The Court retains jurisdiction to amend the order so that it will constitute a qualified domestic relations order under the Plan even though all other matters incident to this action or proceeding have been fully and finally adjudicated.

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Statement of Confidential Information

TCDRS
QDRO
Revised
12/2019
Page 1 of 1

Cause # _____

This form should not be filed with the Qualified Domestic Relations Order (QDRO) in the court files; however, this page must be submitted along with a certified court copy of the proposed QDRO to the Plan for acceptance.

PARTICIPANT INFORMATION

First Name	Middle Initial or Name	Last Name	Birth Date	Social Security Number
Address			City	State Zip
Home Phone Number	Mobile Phone Number	Work Phone Number		

ALTERNATE PAYEE INFORMATION

First Name	Middle Initial or Name	Last Name	Birth Date	Social Security Number
Address			City	State Zip
Home Phone Number	Mobile Phone Number	Work Phone Number		

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Form 25-17

The Texas Municipal Retirement System has promulgated the following simplified, preapproved qualified domestic relations order. Together with instructions, it may be found at [34 Tex. Admin. Code § 129.13](#). However, this version may not be suitable for all cases and may not provide for the division agreed to by the parties. The Texas Municipal Retirement System allows for different methods of division, and, depending on the method chosen, the benefits awarded can sometimes change significantly. It is important to understand the difference before agreeing to a division and drafting the qualified domestic relations order.

Checking with the retirement system to obtain any available current model forms and instructions is recommended.

Note that the model form contains sensitive data. See section 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed records.

Qualified Domestic Relations Order
[Texas Municipal Retirement System]

Figure: 34 TAC §129.13(a)

Figure: 34 TAC §129.13(a)

This Order is intended to meet the requirements for a "qualified domestic relations order" relating to the TEXAS MUNICIPAL RETIREMENT SYSTEM, hereinafter called the "Plan". This Order is an integral part of the Decree of Divorce signed on (DATE OF DIVORCE DECREE). In compliance with those requirements the following is specified:

1. This qualified domestic relations order assigns a portion of the benefits payable under the Plan to (NAME OF ALTERNATE PAYEE) in recognition of (HIS/HER) marital rights in (NAME OF PARTICIPANT)'s benefits payable under the Plan.
2. Participant in the Plan is (NAME OF PARTICIPANT), whose last known mailing address is (PARTICIPANT'S ADDRESS), whose birth date is (BIRTH DATE), and whose Social Security Number is (NUMBER).
3. Alternate Payee is (NAME OF ALTERNATE PAYEE), whose last known mailing address is (ALTERNATE PAYEE'S ADDRESS), whose birth date is (BIRTH DATE), and whose Social Security Number is (NUMBER). Participant and Alternate Payee became married on (DATE OF MARRIAGE).
4. A portion of any benefit payable with respect to Participant which Participant, or Participant's designated beneficiary, surviving spouse, or estate may become entitled to receive from the Plan, by way of a return of accumulated contributions or by way of any annuity that may become payable as a result of Participant's participation in the Plan is hereby awarded to Alternate Payee, such portion to be determined by multiplying (FRACTION) by the Community Property Ratio based on (select and complete one of the following):

____ accumulated contributions between the following dates:
 _____ and _____.
 ____ total creditable service between the following dates:
 _____ and _____.

5. The provisions of 34 Texas Administrative Code, §129.13 and §129.14 are incorporated herein by reference.

SIGNED this ____ day of _____, ____.

 JUDGE PRESIDING

Forms 25-18 through 25-20 are reserved.

Form 25-21

Caution: The division of federal retirement plans is very complicated, and there are many options. This form does not cover all possible methods of division or different options available.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order Dividing Federal [Employees/Civil Service]
Retirement System Benefits**

**1. *Designation as Court Order
Acceptable for Processing***

This order is intended to constitute a “court order acceptable for processing” under regulations issued by the Office of Personnel Management (OPM). In accordance with those regulations, IT IS ORDERED and specified as follows:

2. *Assignment*

Assignment

This order assigns a portion of the benefits payable with respect to [full name of employee spouse] (“Employee”) under the [Federal Employees Retirement System (FERS)/Civil Service Retirement System (CSRS)] to [full name of nonemployee spouse] (“Former Spouse”) in recognition of the existence of Former Spouse’s marital property rights in Employee’s benefits under Texas law.

3. Employee Information*Employee Information*

Employee's last known mailing address is [address], birth date is [date], and Social Security number is ***-**- [last four numbers].

4. Former Spouse Information*Former Spouse Information*

Former Spouse's mailing address is [address], birth date is [date], and Social Security number is ***-**- [last four numbers].

5. Information about Marriage*Information about Marriage*

Employee's marriage to Former Spouse began on [date] and ended by divorce on [date].

6. Identification of Retirement System and Award of Benefits*Award of Benefits and Order to Pay*

Employee will be eligible for retirement benefits under the [FERS/CSRS] based on employment with the United States Government. Former Spouse is entitled to a share of those benefits, [including/excluding] any credits under the [FERS/CSRS] for military service, with that share being:

Select one of the following.

[number] dollars (\$[amount]) per month from Employee's [FERS/CSRS] benefits.

Or

[percent] percent of Employee's [self-only/gross/net] monthly annuity under the [FERS/CSRS].

In determining which type of annuity is appropriate for the client, consult the practice notes at section [25.92](#) for the definitions of "self-only annuity," "gross annuity," and "net annuity."

Or

a pro rata share of Employee's [self-only/gross/net] monthly annuity under the [FERS/CSRS].

Or

The formula must not contain any variables whose values are not readily ascertainable from the face of the court order directed at the employee annuity or normal OPM files. [5 C.F.R. § 838.305\(b\)](#).

[set out other formula for determination of share].

Continue with the following.

The OPM is directed to pay Former Spouse's share directly to Former Spouse.

When cost-of-living adjustments are applied to Employee's retirement benefits, the same cost-of-living adjustments [shall/shall not] apply to Former Spouse's share. If any salary adjustments that occur after the date of the divorce decree and before Employee's date of retirement are applied to Employee's retirement benefits, Former Spouse shall not benefit by reason of those salary adjustments.

7. Benefit Commencement and Termination

When Benefits Begin and End

Former Spouse shall be entitled to commence to receive [his/her] share of Employee's annuity when all the following have occurred:

- a. the receipt by the OPM of Former Spouse's application to be eligible for [his/her] share;
- b. the receipt by the OPM of all documentation required by statute and regulations;
- c. the determination that this order is acceptable for processing;
- d. the retirement of Employee and Employee's entitlement to immediate commencement of [her/his] employee annuity.

On the death of a former spouse annuitant, the former spouse's share of the divided FERS or CSRS benefits revert to the employee spouse unless otherwise specified in the court order acceptable for processing.

If the annuity benefits are to revert to the employee spouse, the following paragraph may be included for clarity, but it is not necessary. However, if the former spouse is to be entitled to bequeath the remainder interest, do not include the following paragraph.

Payments shall continue to Former Spouse for the remainder of Employee's lifetime; however, should Former Spouse predecease Employee, all benefits payable to Former Spouse shall revert to Employee upon Former Spouse's death.

If the benefits are not to revert to the employee spouse, include the following paragraph.

If Former Spouse predeceases Employee, Former Spouse's share of the employee annuity shall be paid to [the Court/an office of the Court acting as a fiduciary/the estate of Former Spouse/one or more of Employee's children as defined in section 8341(a)(4) or 8441(4) of title 5, United States Code].

8. Refund of Employee Contributions

[No] Refund of Employee Contributions

Select one of the following.

The OPM is directed not to pay Employee a refund of employee contributions.

Or

Caution: Withdrawal of employee contributions will result in the loss of government benefits and may result in adverse tax consequences.

If Employee is eligible and applies for a refund of employee contributions, Former Spouse is entitled to

Select one of the following.

[number] dollars (\$[amount]) from the refund.

Or

[percent] percent of the refund.

Or

a pro rata share of the refund.

Or

[set out other formula for determination of share].

Continue with the following.

The OPM is directed to pay Former Spouse's share directly to Former Spouse.

Include 9. only if a former spouse annuity is awarded by the court or agreed to by the parties.

9. Former Spouse Survivor Annuity

Former Spouse Survivor Annuity

Former Spouse is awarded an amount of the former spouse survivor annuity equal to

Select one of the following.

the maximum possible former spouse survivor annuity,

Or

the same amount to which Former Spouse would have been entitled if the divorce had not occurred,

Or

the same amount Former Spouse was receiving as Former Spouse's share of the [FERS/CSRS] annuity if Employee had not died,

Or

[number] dollars (\$[amount]) per month,

Or

a pro rata share of the maximum possible former spouse survivor annuity,

Or

[percent] percent of the maximum possible former spouse survivor annuity,

Or

[percent] percent of the Employee's employee annuity,

Or

[set out other formula for determination of share],

Continue with the following.

unless Employee remarries before retirement. If Employee remarries before retirement, Former Spouse is awarded a former spouse survivor annuity under the [FERS/CSRS] in an amount equal to a pro rata share.

The cost of the survivorship annuity does not have to be paid by the beneficiary (the former spouse); however, if no provision is made for the payment of the former spouse survivorship annuity, the cost of the annuity will be paid out of the employee's share of the total annuity. The costs can be shared between the employee and the former spouse, or the former spouse can be ordered to pay all of the annuity costs. In any event, the cost of the former spouse annuity must be dealt with in this order.

[**Include if applicable:** The costs associated with providing this surviving spouse annuity coverage shall be [shared by Employee and Former Spouse with [Employee paying [percent] percent and Former Spouse paying [percent] percent of the employee annuity cost/each paying a pro rata share/[**other specific division of the cost**]/deducted from Former Spouse's share of the employee annuity]. The OPM is directed to pay Former Spouse's share of the survivorship annuity directly to Former Spouse.

Include 10. only if the employee is a CSRS employee.

10. Transfer to FERS

Transfer to FERS

If Employee transfers into the Federal Employees Retirement System, the provisions of this order with regard to Former Spouse's share of CSRS benefits shall apply in the same proportions to comparable FERS benefits. The

OPM is directed to pay Former Spouse's share of the benefits directly to Former Spouse.

11. Taxes*Taxes*

Former Spouse is ORDERED to pay all taxes incurred by reason of any benefits paid to Former Spouse under this order.

12. Employee Constructive Trustee*Employee Constructive Trustee*

While it is anticipated that the OPM will pay the benefits awarded to Former Spouse directly to Former Spouse, Employee is designated a constructive trustee to the extent Employee receives any benefits under the [FERS/ CSRS] that are due to Former Spouse but paid to Employee. Employee is ORDERED to return that amount directly to the Plan within three days after receipt by Employee.

13. Continued Jurisdiction*Continued Jurisdiction*

The Court retains jurisdiction of this case for the purpose of making any clarifying orders that are necessary for the proper enforcement of the orders and provisions contained in this order and that may be necessary to ensure acceptance of this order as a court order acceptable for processing and to maintain its acceptable status.

SIGNED on _____.

JUDGE PRESIDING

Form 25-22

This letter is to be sent with the court order acceptable for processing dividing retirement benefits under the Civil Service Retirement System or Federal Employees' Retirement System. Special provisions about documentation required by the Office of Personnel Management are contained in [5 C.F.R. § 838.221](#). If the court order acceptable for processing is to be sent by any means other than the United States Postal Service, the letter should be addressed and delivered to United States Office of Personnel Management, Court-Ordered Benefits Section, 1900 E Street, NW, Washington, DC 20415.

Letter Forwarding Court Order Acceptable for Processing
[Civil Service Retirement System or Federal Employees Retirement System]

[Date]

Office of Personnel Management
Court Ordered Benefits Branch
P.O. Box 17
Washington, DC 20044-0017

Re: Court Order Acceptable for Processing relating to the [Civil Service/Federal Employees] Retirement System annuity of **[name of employee]**

[Salutation]

This letter is intended to be an application under 5 C.F.R. section 838.221 relating to the employee annuity of **[name of employee]**, employee, under the [Civil Service/Federal Employees] Retirement System.

1. A certified copy of the [agreed] final decree of divorce and of the court order acceptable for processing directed at the employee are attached.
2. The former spouse, **[name of former spouse]**, certifies that the court order is currently in force and has not been amended, superseded, or set aside.
3. Information sufficient to identify the employee or retiree is as follows:

Full name: **[name of employee]**

Current address:

Social Security number: [full number]

Date of birth:

4. Information relating to the former spouse is as follows:

Full name: [name of former spouse]

Current address:

Social Security number: [full number]

Date of birth:

5. The current mailing address of the employee is shown above in item 3.

When court-ordered payments are subject to termination (under the terms of the court order) if the former spouse remarries, the following statement must be submitted to the Office of Personnel Management.

The former spouse has not remarried. The former spouse will notify the Office of Personnel Management within fifteen calendar days of the occurrence of any remarriage. The former spouse understands that [he/she] will be personally liable for any overpayment to [him/her] resulting from a remarriage. If a specific form is required, please send the form so that it may be executed and returned to you.

Please notify me, in accordance with 5 C.F.R. section 838.223, of the determination whether the order does or does not qualify as a court order acceptable for processing.

My client and I look forward to hearing from you at your earliest convenience.

Sincerely,

[Name]

Attorney for **[name of former spouse]**

[Name of former spouse]

Form 25-23

This form of order is intended to divide a railroad retirement annuity payable to a railroad employee. The form complies with [45 U.S.C. § 231m](#) and with [20 C.F.R. pt. 295](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Dividing Railroad Retirement Benefits

[Railroad Retirement—Non-Tier I Benefits]

IT IS HEREBY ORDERED AS FOLLOWS:

1. Part of Decree
45 USC § 231m

This order shall be incorporated into and shall become an integral part of the Final Decree of Divorce signed in this case on **[date]**, as if recited verbatim in the decree.

**2. Effect of This Order as a
Qualified Domestic Relations
Order**

1. The purpose of this order is to divide Employee's Non-Tier I benefits under the Railroad Retirement Act as part of a final distribution of property between the parties. This order creates and recognizes the existence of Former Spouse's right to receive a portion of the Non-Tier I divisible railroad retirement benefits of Employee payable under the Railroad Retirement Act.

2. The Court finds that the Employee's Non-Tier I benefits under the Railroad Retirement Act are community property and may be allocated by order of this Court. The Railroad Retirement Act prohibits any allocation of

Employee's Tier I benefits. The U.S. Railroad Retirement Board administers the Railroad Retirement Act.

This order is intended to meet the requirements for a court decree relating to the award of payments to a former spouse from Non-Tier I railroad retirement benefits payable to a railroad employee. This order is intended to comply with the requirements of 45 U.S.C. section 231m and with 20 C.F.R. part 295. This order divides only Non-Tier I benefits under the Railroad Retirement Act and does not divide Tier I benefits under the Act.

3. Employer

Employer

[Name of railroad employee], Employee, has been employed by the [name of railroad] Railroad and is subject to the Railroad Retirement Act.

4. Employee

45 USC § 231m;
20 CFR § 295.3

Employee Information

Employee:

Address:

Social Security number:

Date of birth:

5. Former Spouse

45 USC § 231m;
20 CFR § 295.3

Former Spouse Information

Former Spouse:

Address:

Social Security number:

Date of birth:

6. Award of Benefits

§ 7.001; 45 USC § 231m; 20

CFR § 295.3(a)(2)

Award of Benefits

As a part of a just and right division of the estate of the parties, Former Spouse is awarded a portion of payments from Non–Tier I railroad retirement benefits payable to **[name of employee]** under the Railroad Retirement Act or any successor statute. The amount awarded shall be determined as follows:

Select one of the following.

6.A. Monthly Amount Certain

20 CFR § 295.4(b)(1)

IT IS ORDERED that Former Spouse is awarded, and the Railroad Retirement Board is directed to pay, an interest in the portion of Employee's Non–Tier I benefits under the Railroad Retirement Act (45 U.S.C. section 231 *et seq.*) that may be divided as provided by section 14 of that Act (45 U.S.C. section 231m). IT IS ORDERED that Former Spouse's share shall be computed as an amount equal to **[number]** dollars (\$**[amount]**) of Employee's monthly divisible benefits.

Or

**6.B. Calculation Based on
Length of Service If Retired**
20 CFR § 295.4(b)(2)

IT IS ORDERED that Former Spouse is awarded, and the Railroad Retirement Board is directed to pay, an interest in the portion of Employee's Non-Tier I benefits under the Railroad Retirement Act (45 U.S.C. section 231 *et seq.*) that may be divided as provided by section 14 of that Act (45 U.S.C. section 231m). IT IS ORDERED that Former Spouse's share shall be calculated by multiplying [one-half/[**other fractional community-property interest**]] of the divisible portion of Employee's monthly benefit by a fraction, the numerator of which is the number of months Employee worked for a railroad employer during the period of marriage, [**date of marriage**] through the date of divorce, and the denominator of which is Employee's total number of months employed by a railroad employer at retirement.

Or

**6.C. Calculation Based on
Length of Service If Still
Employed**
20 CFR § 295.4(b)(2)

IT IS ORDERED that Former Spouse is awarded, and the Railroad Retirement Board is directed to pay, an interest in the portion of Employee's Non-Tier I benefits under the Railroad Retirement Act (45 U.S.C. section 231 *et seq.*) that may be divided as provided by section 14 of that Act (45 U.S.C. section 231m). IT IS ORDERED that Former Spouse's share shall be calculated by multiplying [one-half/[**other fractional community-property interest**]] of the divisible portion of Employee's monthly benefit by a fraction, the numerator of which is the number of months Employee worked for a railroad employer during the period of marriage, [**date of marriage**] through the date of

divorce, and the denominator of which is Employee's total number of months employed by a railroad employer at the date of divorce.

Or

6.D. Fixed Dollar Award
20 CFR § 295.4(b)(1)

IT IS ORDERED that Former Spouse is awarded, and the Railroad Retirement Board is directed to pay, an interest in the portion of Employee's Non-Tier I benefits under the Railroad Retirement Act (45 U.S.C. section 231 *et seq.*) that may be divided as provided by section 14 of that Act (45 U.S.C. section 231m). Former Spouse's share shall be computed as an amount equal to [number] dollars (\$[amount]) of Employee's monthly divisible benefits.

Or

6.E. Percentage Payment
20 CFR § 295.4(b)(2)

IT IS ORDERED that Former Spouse is awarded, and the Railroad Retirement Board is directed to pay, an interest in the portion of Employee's Non-Tier I benefits under the Railroad Retirement Act (45 U.S.C. section 231 *et seq.*) that may be divided as provided by section 14 of that Act (45 U.S.C. section 231m). IT IS ORDERED that Former Spouse's share shall be computed as an amount equal to [percent] percent of Employee's monthly divisible benefits as of the date of divorce.

Continue with the following.

7. Order for Railroad Retirement Board to Pay
20 CFR § 295.3(a)(3)

Order to Pay

IT IS ORDERED that the Railroad Retirement Board be obligated to pay the above amounts directly to Former Spouse in accordance with this order.

8. Remainder to Participant

Remainder

IT IS ORDERED that all benefits payable under the Railroad Retirement Act other than those payable to Former Spouse above shall be payable to Employee in the manner and form elected by Employee.

9. Taxes

Taxes

Former Spouse is ORDERED to report any retirement payments received on any applicable income tax return and to promptly notify the Railroad Retirement Board of any changes in Former Spouse's mailing address.

10. Order May Be Amended
§§ 9.101–.105; 20 CFR § 295.2

Continued Jurisdiction

The Court retains jurisdiction to amend this order so that it will constitute a court decree recognized by the Railroad Retirement Board in dividing Non–Tier I railroad retirement benefits under the Railroad Retirement Act. This order may be amended even though all other matters incident to this action or proceeding have been fully and finally adjudicated.

11. Service of Copy of Order and Decree*Service of Copy of Order and Decree*

A certified copy of this order and of the Final Decree of Divorce shall be served by certified or registered mail on the Office of General Counsel, U.S. Railroad Retirement Board, 844 North Rush Street, Chicago, Illinois 60611-1275.

SIGNED on _____.

JUDGE PRESIDING

Form 25-24

This letter is to be sent with the court decree dividing railroad retirement. Special provisions about documentation required by the Railroad Retirement Board are contained in [20 C.F.R. § 295.3](#).

Letter Forwarding Court [Decree/Order] Dividing Railroad Retirement

[Date]

General Counsel
U.S. Railroad Retirement Board
844 N. Rush Street
Chicago, IL 60611-1275

Re: Certified [Decree/Order] Dividing Railroad Retirement Benefits of [name of employee]

[Salutation]

An original certified copy of the [decree/order] dividing railroad retirement benefits is enclosed with this letter. The following information is supplied in compliance with 20 C.F.R. section 295.3.

Railroad Employee

Full name: [name of employee]

Current address:

Social Security number:

Date of birth:

Former Spouse

Full name: [name of former spouse]

Current address:

Social Security number:

Date of birth:

No condition requiring termination has occurred under the law of Texas or under any condition under the decree. If any condition requiring termination does occur, the former spouse will immediately notify the Railroad Retirement Board. The former spouse agrees to repay any erroneous payment arising from the occurrence of any such condition.

Please notify me of the determination whether the [decree/order] qualifies as a [decree/order] that will be honored by the Railroad Retirement Board. Please inform me of the rationale for any determination that the [decree/order] does not comply with 20 C.F.R. part 295.

My client and I look forward to hearing from you at your earliest convenience.

Sincerely yours,

[Name]

Attorney for **[name of former spouse]**

[Name of former spouse]

Form 25-25

The federal Thrift Savings Plan has promulgated the following retirement benefits division court order, form TSP-92A, pursuant to 5 U.S.C. § 8435(c) and 5 C.F.R. part 1653, subpart A. Together with instructions and ancillary materials, it may be found at www.tsp.gov/forms/legalDocuments.html.

Checking with the plan to obtain any available current forms and instructions is recommended.

Note that the form contains sensitive data. See section 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed records.

Retirement Benefits Court Order
[Thrift Savings Plan]



Thrift Savings Plan

TSP RETIREMENT BENEFITS COURT ORDER FORM

TSP-92A

IN RE THE MARRIAGE OF:	Petitioner's Name	FOR COURT USE
	and Respondent's Name	
COURT NAME:		
STATE/JURISDICTION:	CASE NO.:	
JUDGE'S NAME AND COURT:		

This is a retirement benefits court order (RBCO) under 5 U.S.C. § 8435(c), and 5 C.F.R. part 1653, subpart A. The terminology used in this order is governed by the definitions generally applicable to the Thrift Savings Plan (TSP) as set forth at 5 CFR §1690.1.

This order pertains to the following parties:

I. PARTICIPANT/ 1ST PARTY

☐ Check here for foreign address

First Name	Middle Name	Last Name
Address Line 1		
Address Line 2		
City	State	Zip Code
Phone Number	☐ Civilian ☐ Uniformed Services ☐ Beneficiary Participant	} Account Number: _____ } Account Number: _____

II. PAYEE/ 2ND PARTY

☐ Check here for foreign address

First Name	Middle Name	Last Name
Address Line 1		
Address Line 2		
City	State	Zip Code
Phone Number	☐ Civilian ☐ Uniformed Services ☐ Beneficiary Participant	} Account Number: _____ } Account Number: _____

Social Security number (SSN) (If the payee is not a TSP participant)

Relationship to the Participant/ 1st Party

FORM TSP-92A, Page 1 (7/2018)



Thrift Savings Plan

TSP RETIREMENT BENEFITS COURT ORDER FORM

TSP-92A

This matter having come before the court on motion, and the court after reviewing the motion and being otherwise fully advised of the matter, it is hereby ordered as follows:

III. AWARD # _____ Participant's Name: _____

This award applies to the: ☐ **Civilian Account** ☐ **Uniformed Services Account**
☐ **Beneficiary Participant Account**

☐ **Check here if ordering multiple award amounts.** (Use photocopies of this blank page to specify additional award amounts.)

IV. AWARD TYPE Specify the award type: (select one)

- ☐ Fixed dollar amount: \$ _____ (also complete section V)
☐ Percentage of account balance: _____ % (skip to section VI)

V. FIXED DOLLAR AWARD OPTIONS

Specify the adjustment calculation for the fixed dollar award: (select one)

- ☐ No earnings
☐ Earnings at annual percentage rate of _____ % per annum
☐ Earnings at per diem dollar rate of \$ _____ per day
☐ Earnings and losses

Specify the entitlement date: (not applicable for no earnings)

- ☐ As of the effective date of the court order
☐ As of the following specified date: _____
 Date (mm/dd/yyyy)

VI. PERCENTAGE AWARD OPTIONS

Specify the entitlement date: (required)

- ☐ As of the effective date of the court order
☐ As of the following specified date: _____
☐ As of the payment date _____
 Date (mm/dd/yyyy)

Specify the adjustment calculation for the percentage award: (select one)

- ☐ No earnings
☐ Earnings at annual percentage rate of _____ % per annum
☐ Earnings at per diem dollar rate of \$ _____ per day
☐ Earnings and losses

When calculating the payee's award amount, outstanding loan balances should be:

- ☐ Included ☐ Excluded



Thrift Savings Plan

TSP RETIREMENT BENEFITS COURT ORDER FORM

TSP-92A

AUTHORIZATIONS

It is so ordered:

Date Signed (mm/dd/yyyy)

Judge's or Authorized Court Official's Signature

Seen and agreed to by the following:

Participant's/ 1st Party's Signature Date

Notary: Please complete the following. No other acknowledgement is acceptable.

The person who signed above is known to or was identified by me, and, before me, signed or acknowledged to have signed this form. In witness thereof, I have signed below on this _____ day of _____, _____ Year.

My commission expires: _____
Date (mm/dd/yyyy)

Notary Public's Signature

Name (print) Phone Number

Jurisdiction

[seal]

Participant's/ 1st Party's Attorney's Signature (if applicable) Date

Attorney's Name

Law Firm's Name

Address

City State Zip Code

Phone Number Fax Number

Jurisdiction and Bar/License Number

Payee's/ 2nd Party's Signature Date

Notary: Please complete the following. No other acknowledgement is acceptable.

The person who signed above is known to or was identified by me, and, before me, signed or acknowledged to have signed this form. In witness thereof, I have signed below on this _____ day of _____, _____ Year.

My commission expires: _____
Date (mm/dd/yyyy)

Notary Public's Signature

Name (print) Phone Number

Jurisdiction

[seal]

Payee's/ 2nd Party's Attorney's Signature (if applicable) Date

Attorney's Name

Law Firm's Name

Address

City State Zip Code

Phone Number Fax Number

Jurisdiction and Bar/License Number

FORM TSP-92A, Page 3 (7/2018)

Forms 25-26 through 25-30 are reserved.

Form 25-31

Caveat: Although the military retirement division language may be included in the body of the decree of divorce, the better practice is to treat military retirement just as any other retirement asset that requires a qualified domestic relations order (QDRO) would be treated. Because a division order of military retirement does not fall under the Employee Retirement Income Security Act, it is not a “qualified” order but simply a military retirement pension division order (MRPDO). The Defense Finance and Accounting Service (DFAS) does not require that the order regarding division of the retirement benefits be contained wholly in the decree, and the better practice is to have a separate order (“Military Retired Pay Division Order”) that specifically treats the division of the military retired pay and related military benefits. DFAS may require, however, that the person submitting the retirement division order for approval for direct payment (usually the nonmember spouse, since an application signed by that spouse must accompany the order) to the nonmember spouse submit the divorce decree, as well as the MRPDO that divides the military retirement if it is in a separate order, making sure that the terms of the decree and MRPDO are consistent. Some courts have taken the approach that the final decree is the awarding order and the MRPDO is the implementing order.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Military Retirement Pension Division Order

The Court, having entered a decree of divorce [coincident with the signing of this military retirement pension division order/in this case on [date]], finding that the entry of a Military Retirement Pension Division Order (MRPDO) is necessary to effectuate the terms of that decree of divorce, and further finding that the entry of an MRPDO is appropriate, makes the following specific findings and conclusions of law and enters them as an order in this proceeding.

Findings

The Court finds, in accordance with the Uniformed Services Former Spouses’ Protection Act, 10 U.S.C. § 1408, as follows:

1. This Court has jurisdiction over **[full name of servicemember]** (“Servicemember”). **[Include one or both of the following:** The residence of Servicemember is in **[city, county]**, Texas, other than because of military assignment during the proceeding./Servicemember has consented to the jurisdiction of the Court.]

2. Servicemember and **[full name of former spouse]** (“Former Spouse”) were originally married on **[date]**, and that marriage lasted for **[number]** years and **[number]** months or more, during which time Servicemember served **[number]** years and **[number]** months or more of creditable service toward retirement.

The time in months and years that the parties were married during which the servicemember was earning retirement credit should not be stated to be “ten years or more” or “twenty years or more” but should be the actual years and months of overlapping marital service. The ten-year and twenty-year periods are relevant in determining the availability of direct payment from DFAS to the former spouse and the former spouse’s entitlement to certain medical and other benefits, respectively. See the practice notes at sections [25.75](#) and [25.80](#).

3. Servicemember’s Social Security number is ***-**-**[last four numbers]**, **[his/her]** address is **[address]**, and **[his/her]** birth date is **[date]**.

4. Former Spouse’s Social Security number is ***-**-**[last four numbers]**, **[her/his]** address is **[address]**, and **[her/his]** birth date is **[date]**.

5. The rights of Servicemember under the Servicemembers Civil Relief Act ([50 U.S.C. §§ 3901–3920](#)) have been observed and honored.

6. Servicemember **[is/is not]** retired from the United States **[branch of service]** at the time of this order.

7. The award of disposable retired pay made to Former Spouse in this order is made in compliance with the Uniformed Services Former Spouses’ Protection Act.

Direct payment is available from DFAS only if the parties were married for at least ten years during which the servicemember was also on active duty for at least ten years or in active reserve status and earned at least ten “good years” for reserve retirement credit. If this is not the case, the order must be written to provide for a constructive trust between the servicemember and the former spouse, and taxes must be dealt with because the servicemember will be taxed.

8. It is intended by this Court and the parties that the Defense Finance and Accounting Service (DFAS) make the payments due to Former Spouse of [her/his] interest in the disposable retired pay awarded in this order directly to Former Spouse.

Terms and Definitions

With respect to the provisions of this MRPDO, the Court has used and applied the following terms and definitions:

1. “Retired pay” means monetary pay to which Servicemember is, or may hereafter be, entitled to receive on completion of the requisite number of years of creditable service to be entitled to nondisability retired pay as a result of service in the United States Armed Forces (active duty, reserve component, or national guard), whether called retired pay, retainer pay, or retirement pay.

2. “Disposable retired pay” has the meaning provided in the Uniformed Services Former Spouses’ Protection Act (10 U.S.C. § 1408 *et seq.*) in effect on the date of the parties’ divorce.

3. “USFSPA” means the Uniformed Services Former Spouses’ Protection Act (10 U.S.C. § 1408 *et seq.*) in effect on the date of the parties’ divorce.

4. “Defense Finance and Accounting Service” (DFAS) means, refers to, and includes the Secretary of the Department of Defense, the Director of the DFAS, the designated agent of either of these, and other appropriate subdivisions of the United States Government.

5. “COLA” means the cost-of-living adjustment increases that are made annually to a military retiree’s retired pay pursuant to 10 U.S.C. § 1401a.

Award to Former Spouse

Select one of the following.

Use the following when the former spouse is to receive *only* a fixed-dollar award. The former spouse will not receive any COLAs thereafter authorized by Congress if a fixed dollar amount is awarded.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember, on Servicemember’s retirement from the United States [**branch of service**], the sum of [**number**] dollars (\$[**amount**]) of Servicemember’s monthly *disposable* retired pay.

When representing the servicemember, use the following for an active duty servicemember who entered the service *before* September 8, 1980.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember, on Servicemember’s retirement from the United States [**branch of service**], the amount of retired pay then equal to [**percentage awarded former spouse (usually 50 percent)**] percent *multiplied by* [**percentage of community interest in servicemember’s military retired pay entitlement on date of divorce, that is, number of months of servicemember’s service during marriage divided by number of months servicemember has been on active duty on date of divorce**] percent *multiplied by* [**percentage of servicemember’s gross retired pay entitlement if servicemember were allowed to retire on date of divorce, that is, 0.025 multiplied by number of full months of servicemember’s creditable service toward retirement on divorce divided by 12**] percent *multiplied by* [**servicemember’s base pay on date of divorce**] *divided by* the amount of the monthly gross retired pay that Servicemember is entitled to receive at retirement *multiplied by* the amount of Servicemember’s monthly *disposable* retired pay at retirement.

When representing a servicemember who has not been in the military for twenty years, the attorney may wish to calculate the percentage of the servicemember's entitlement to retired pay taking into account the provisions of the Temporary Early Retirement Authority (TERA), [10 U.S.C. § 1293](#), which will necessarily have the effect of reducing the former spouse's share of the anticipated retired pay on divorce. See the following materials for discussions of the application of TERA to the calculation of military retired pay in such circumstances:

1. James N. Higdon, *Military Retirement and Divorce*, chapter 63.2, State Bar of Texas 35th Advanced Family Law Course, August 2009.
2. James N. Higdon, *Military Retirement Benefits—Things the Practitioner Should Be Aware Of*, State Bar of Texas 33rd Marriage Dissolution Institute, May 2010.
3. James N. Higdon, *Drafting Issues and Pitfalls in a Military Divorce*, chapter 20, pages 2–3, State Bar of Texas Advanced Family Law Drafting Course, December 2013.

Or

When representing the former spouse, use the following for an active duty servicemember who entered the service *before* September 8, 1980.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember, on Servicemember's retirement from the United States [**branch of service**], the amount of retired pay then equal to [**percentage awarded former spouse (usually 50 percent)**] percent *multiplied by* [**percentage of community interest in servicemember's military retired pay entitlement on date of divorce, that is, number of months of servicemember's service during marriage divided by number of months servicemember has been on active duty on date of divorce**] percent *multiplied by* [**percentage of servicemember's gross retired pay entitlement if servicemember were allowed to retire on date of divorce, that is, 0.025 multiplied by number of full months of servicemember's creditable service toward retirement on divorce divided by 12**] percent *multiplied by* the base pay of a servicemember with Servicemember's pay grade and longevity on the date of divorce determined on the date of Servicemember's retirement *divided by* Servicemember's monthly gross retired pay at retirement *multiplied by* Servicemember's monthly **disposable** retired pay at retirement.

When representing the former spouse, determine the former spouse's share of the retired pay on divorce limited, however, to the pay grade and longevity of the servicemember on the date of divorce. See the following materials for discussions on the calculation of military retired pay:

1. James N. Higdon, *Military Retirement and Divorce*, chapter 63.2, State Bar of Texas 35th Advanced Family Law Course, August 2009.
2. James N. Higdon, *Military Retirement Benefits—Things the Practitioner Should Be Aware Of*, State Bar of Texas 33rd Marriage Dissolution Institute, May 2010.
3. James N. Higdon, *Drafting Issues and Pitfalls in a Military Divorce*, chapter 20, pages 2–3, State Bar of Texas Advanced Family Law Drafting Course, December 2013.

Or

When representing the servicemember, use the following for an active duty servicemember who entered the service *on or after* September 8, 1980. If the servicemember is participating in the legacy retirement system, use 0.025 as the longevity factor in the formula; if the servicemember is participating in the Blended Retirement System (BRS), use 0.020 as the longevity factor. For a former spouse to receive a portion of lump sum payments made to a member pursuant to the member's election under the BRS, DFAS must have received and approved the application for former spouse payments prior to the member's receipt of the lump-sum amount. Be aware also of continuation pay bonuses under BRS.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember, on Servicemember's retirement from the United States [**branch of service**], the amount of disposable retired pay calculated as follows: [**percentage awarded former spouse**] percent *multiplied by* [**percentage of community interest in servicemember's military retired pay entitlement on date of divorce, that is, number of months of servicemember's service during marriage divided by number of months servicemember has been on active duty on date of divorce**] percent *multiplied by* [**percentage of servicemember's gross retired pay entitlement if servicemember were allowed to retire on date of divorce, that is, [0.025/0.020] multiplied by number of full months of servicemember's creditable service toward retirement on divorce divided by 12**] percent *multiplied by* [**servicemember's high-36 month base pay on date of divorce**] *divided by* Servicemember's monthly gross retired pay at retirement *multi-*

plied by Servicemember's monthly ***disposable*** retired pay at retirement [include if service-member is participating in BRS: and any lump-sum payment of Servicemember's ***disposable*** retired pay].

Or

When representing the former spouse, use the following for an active duty servicemember who entered the service *on or after* September 8, 1980. If the servicemember is participating in the legacy retirement system, use 0.025 as the longevity factor in the formula; if the servicemember is participating in the BRS, use 0.020 as the longevity factor.

Because the servicemember's high-36 month base pay at the time of retirement *for his or her pay grade and longevity on the date of divorce* cannot be determined on the date of divorce but must wait for his or her retirement, it will probably be necessary to "clarify" the MRPDO at or after the date the servicemember retires because DFAS may not accept for processing an order that contains the "high-36 month base pay at the time of retirement" hypothetical. Therefore, both parties should be notified that a clarification suit will probably have to be filed and a clarifying order entered at that time.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember, on Servicemember's retirement from the United States [branch of service], the amount of disposable retired pay calculated as follows: [percentage awarded former spouse] percent *multiplied by* [percentage of community interest in servicemember's military retired pay entitlement on date of divorce, that is, number of months of servicemember's service during marriage *divided by* number of months servicemember has been on active duty on date of divorce] percent *multiplied by* [percentage of servicemember's gross retired pay entitlement if servicemember were allowed to retire on date of divorce, that is, [0.025/0.020] *multiplied by* number of full months of servicemember's creditable service toward retirement on divorce *divided by* 12] percent *multiplied by* the high-36 month base pay of a servicemember with Servicemember's pay grade and longevity on the date of divorce determined on the date of Servicemember's retirement *divided by* Servicemember's monthly gross retired pay at retirement *multiplied by* Servicemember's monthly ***disposable*** retired pay at retirement

[include if servicemember is participating in BRS: and any lump-sum payment of Servicemember's *disposable* retired pay].

Or

Use the following for an active duty servicemember who is retired at the time of divorce whether representing the servicemember or the former spouse.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember [**percentage awarded former spouse (usually 50 percent)**] percent *multiplied by* [**percentage of community interest in servicemember's military retired pay entitlement, that is, number of months of servicemember's service during marriage divided by total number of months of servicemember's service at retirement**] percent *multiplied by* Servicemember's monthly *disposable* retired pay.

Or

When representing the servicemember, use the following for an active reservist servicemember who entered the service *before* September 8, 1980.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember, on Servicemember's retirement from the United States [**branch of service**], the amount of retired pay then equal to [**percentage awarded former spouse (usually 50 percent)**] percent *multiplied by* [**percentage of community interest in servicemember's military retired pay entitlement on date of divorce, that is, number of retirement points earned during marriage divided by total number of retirement points earned by servicemember on date of divorce**] percent *multiplied by* [**percentage of servicemember's gross retired pay entitlement if servicemember were allowed to retire on date of divorce, that is, 0.025 multiplied by servicemember's total retirement points on divorce divided by 360**] percent *multiplied by* [**servicemember's base pay on date of divorce**] *divided by* Servicemember's monthly gross retired pay at retirement *multiplied by* Servicemember's monthly *disposable* retired pay at retirement.

Or

When representing the former spouse, use the following for an active reservist servicemember who entered the service *before* September 8, 1980.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember, on Servicemember's retirement from the United States [**branch of service**], the amount of retired pay then equal to [**percentage awarded former spouse (usually 50 percent)**] percent *multiplied by* [**percentage of community interest in servicemember's military retired pay entitlement on date of divorce, that is, number of retirement points earned during marriage *divided by* total number of retirement points earned by servicemember on date of divorce**] percent *multiplied by* [**percentage of servicemember's gross retired pay entitlement if servicemember were allowed to retire on date of divorce, that is, 0.025 *multiplied by* servicemember's total retirement points on divorce *divided by* 360**] percent *multiplied by* the base pay of a servicemember with Servicemember's pay grade and longevity on the date of divorce determined on the date of Servicemember's retirement *divided by* Servicemember's monthly gross retired pay at retirement *multiplied by* Servicemember's monthly ***disposable*** retired pay at retirement.

Or

When representing the servicemember, use the following for an active reservist servicemember who entered the service *on or after* September 8, 1980. If the servicemember is participating in the legacy retirement system, use 0.025 as the longevity factor in the formula; if the servicemember is participating in the BRS, use 0.020 as the longevity factor.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember, on Servicemember's retirement from the United States [**branch of service**], the amount of disposable retired pay calculated as follows: [**percentage awarded former spouse**] percent *multiplied by* [**percentage of community interest in servicemember's military retired pay entitlement on date of divorce, that is, number of retirement points earned**

during marriage *divided by* total number of retirement points earned by servicemember on date of divorce] percent *multiplied by* [percentage of servicemember's gross retired pay entitlement if servicemember were allowed to retire on date of divorce, that is, [0.025/0.020] *multiplied by* servicemember's total retirement points on divorce *divided by* 360] percent *multiplied by* [servicemember's high-36 month base pay on the date of divorce] *divided by* Servicemember's monthly gross retired pay at retirement *multiplied by* Servicemember's monthly *disposable* retired pay at retirement [include if servicemember is participating in BRS: and any lump-sum payment of Servicemember's *disposable* retired pay].

Or

When representing the former spouse, use the following for an active reservist servicemember who entered the service *on or after* September 8, 1980. If the servicemember is participating in the legacy retirement system, use 0.025 as the longevity factor in the formula; if the servicemember is participating in the BRS, use 0.020 as the longevity factor.

Because the servicemember's high-36 month base pay at the time of retirement *for his or her pay grade and longevity on the date of divorce* cannot be determined on the date of divorce but must wait for his or her retirement, it will probably be necessary to "clarify" the MRPDO at or after the date the servicemember retires, because DFAS may not accept for processing an order that contains the "high-36 month base pay at the time of retirement" hypothetical. Therefore, both parties should be notified that a clarification suit will probably have to be filed and a clarifying order entered at that time.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember, on Servicemember's retirement from the United States [branch of service], the amount of disposable retired pay calculated as follows: [percentage awarded former spouse] percent *multiplied by* [percentage of community interest in servicemember's military retired pay entitlement on date of divorce, that is, number of retirement points earned during marriage *divided by* total number of retirement points earned by servicemember at divorce] percent *multiplied by* [percentage of servicemember's gross retired pay entitlement if servicemember were allowed to retire on date of divorce, that is, [0.025/0.020] *multiplied by* servicemember's total retirement points on divorce *divided by* 360] percent *multiplied by* the

high-36 month base pay of a servicemember with Servicemember's pay grade and longevity on the date of divorce determined on the date of Servicemember's retirement *divided by* Servicemember's monthly gross retired pay at retirement *multiplied by* Servicemember's monthly *disposable* retired pay at retirement [**include if servicemember is participating in BRS:** and any lump-sum payment of Servicemember's *disposable* retired pay].

Or

Use the following for a reservist servicemember who is retired *and* receiving retired pay at the time of divorce whether representing the servicemember or the former spouse.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember [**percentage awarded former spouse (usually 50 percent)**] percent *multiplied by* [**number of servicemember's retirement points earned during marriage** *divided by* **total number of servicemember's retirement points at retirement**] percent *multiplied by* Servicemember's monthly *disposable* retired pay.

Or

Important: The attorney representing a servicemember who is retired but *not* accruing points or receiving retired pay will want to have the "retired pay" determined on the date of divorce rather than using a percentage of retired pay at retirement. In the latter formulation, the former spouse would receive the benefit of the cost-of-living increases that accrue from the date of the "retirement" or divorce to the date when the servicemember begins receiving retired pay, usually at age sixty. (In 2009, Congress passed a law to allow reservists and guardsmen who were recalled to and performed active duty on and after January 30, 2008, to be entitled to receive retired pay earlier than age sixty, at their election.)

Use the following for a reservist servicemember who is retired and not accruing retirement points *but not* receiving retired pay at the time of divorce, that is, one who is no longer a drilling reservist but has not yet become entitled to receive retired pay. If the servicemember is participating in the legacy retirement system, use 0.025 as the longevity factor in the formula; if the servicemember is participating in the BRS, use 0.020 as the longevity factor.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember [**percentage awarded former spouse (usually 50 percent)**] percent *multiplied by* [**percentage of community interest in servicemember's military retired pay entitlement on date of divorce, that is, number of servicemember's retirement points earned during marriage divided by total number of servicemember's retirement points at divorce**] percent *multiplied by* [**0.025/0.020**] *multiplied by* servicemember's total retirement points earned on date of divorce **divided by 360**] percent *multiplied by* [servicemember's high-36 month base pay at divorce] *divided by* Servicemember's **gross** retired pay at retirement *multiplied by* Servicemember's **disposable** retired pay at retirement [**include if servicemember is participating in BRS: and any lump-sum payment of Servicemember's disposable retired pay**].

Or

Use the following when representing the former spouse of a reservist servicemember who is retired and not accruing retirement points *but not* receiving retired pay at the time of divorce.

IT IS THEREFORE ORDERED that Former Spouse have judgment against and recover from Servicemember [**percentage awarded former spouse (usually 50 percent)**] percent *multiplied by* [**percentage of community interest in servicemember's military retired pay entitlement on date of divorce, that is, number of servicemember's retirement points earned during marriage divided by total number of servicemember's retirement points at divorce**] percent *multiplied by* Servicemember's **disposable** retired pay at retirement.

Select one of the following COLA provisions.

Use the following if the former spouse is to receive COLAs.

IT IS FURTHER ORDERED that DFAS, to the extent allowed by law, pay Former Spouse each month the calculated percentage of Servicemember's disposable retired pay at retirement, together with all COLAs applicable thereto, payable IF, AS and WHEN received by Servicemember.

Use the following if the former spouse is *not* to be awarded and receive COLAs.

IT IS FURTHER ORDERED that DFAS, to the extent allowed by law, pay Former Spouse each month the fixed dollar award out of Servicemember's disposable retired pay at retirement, payable IF, AS and WHEN received by Servicemember, but Former Spouse shall not be entitled to receive any COLAs related thereto.

Continue with the following when representing the former spouse if the court will include this language, since it protects the interest being awarded to the former spouse from the effects of VA waiver and/or the servicemember's application for combat-related special compensation (CRSC) ([10 U.S.C. § 1413a](#)). But see *Howell v. Howell*, [137 U.S. 1400](#) (2017) for the limitations on indemnification to a former spouse.

IT IS FURTHER ORDERED AND DECREED that the award herein shall in no event be less than [number] dollars (\$[amount]) per month, together with all COLAs hereafter applicable thereto, of Servicemember's retired pay. The Court recognizes, in making this award, that DFAS, pursuant to the USFSPA, is authorized to pay Former Spouse only the herein-awarded percentage of Servicemember's "disposable retired pay," and this Order, as to DFAS, should be so construed.

Include the following if applicable.

If the former spouse is to be awarded the right to receive the servicemember's Survivor Benefit Plan (SBP) annuity benefits, a decision must be made about who is to pay for it if the parties wish to allocate the cost in a manner different from the federal requirements. DFAS subtracts the SBP premium from the gross retired pay in calculating disposable retired pay before division. If the former spouse is to pay the full cost of the SBP premiums, the simplest way to accomplish this result is to adjust the former spouse's percentage share of the disposable retired pay. The attorney who is not adequately informed on this issue should consult with someone who fully understands this aspect of retired pay calculation before reaching an agreement on this adjustment. If the former spouse's share is to be adjusted to provide for the former spouse's paying all of the cost of the monthly SBP premium, something like the following should be inserted at this point in the order unless the servicemember is already retired. SBP benefits are also affected by a servicemember's election to take lump-sum payments under the Blended Retirement System.

The Court finds that the foregoing calculated percentage of disposable military retired pay awarded Former Spouse has been reduced to provide for Former Spouse's payment of all of the monthly Survivor Benefit Plan premium cost.

Continue with the following.

IT IS FURTHER ORDERED that the rest, residue, and remainder of the military retired pay of Servicemember is the sole and separate property of Servicemember.

Amounts in Excess of 50 Percent

IT IS ORDERED that if the dollar amount or award (or a larger sum as increases take effect) exceeds 50 percent of the disposable retired pay, DFAS shall pay to Former Spouse the maximum amount allowable under the USFSPA and Servicemember shall be responsible for paying the balance of the award each month to Former Spouse, and it is accordingly ORDERED.

If DFAS is not allowed to pay Former Spouse the full amount of Former Spouse's entitlement pursuant to this order for any reason, Servicemember is hereby ORDERED, within seven days of being notified by Former Spouse that Former Spouse is not receiving the full amount of Former Spouse's interest in the retired pay, to execute and deliver to DFAS all forms or documents that may then be necessary to effect an allotment payable to Former Spouse in the amount of the difference between the amount being paid directly to Former Spouse by DFAS and the full amount of Former Spouse's interest in the retired pay. Servicemember is FURTHER ORDERED to keep and maintain in full force and effect any allotment required by this provision, payable to Former Spouse at [address, city, state, zip code], or such other address as Former Spouse may hereafter specify in writing, until such time as Former Spouse begins receiving Former Spouse's full separate-property share of Servicemember's disposable retired pay as awarded herein directly from DFAS. That allotment may be canceled by Servicemember if and when Former Spouse begins receiving, and for as long as Former

Spouse is receiving, Former Spouse's full separate-property share of Servicemember's disposable retired pay directly from DFAS, but only in that event or to avoid double payment of sums.

Include the following paragraph if applicable.

Since Former Spouse has been awarded the right to receive that share attributable to the interest awarded to Former Spouse herein of any and all COLAs or other increases in the monthly disposable retired pay hereinafter paid and if Former Spouse is not receiving from DFAS [her/his] full share of the retired pay herein awarded to Former Spouse, if and when COLAs are made to the retired pay received by Servicemember, Servicemember is hereby ORDERED to execute and deliver to DFAS all forms or documents that may then be necessary to effect an increase in the allotment to Former Spouse in the amount equal to the dollars-and-cents equivalent of that COLA attributable to Former Spouse's share of that disposable retired pay. Servicemember is hereby ORDERED to increase the allotment then in effect or, if applicable, initiate an allotment pursuant to the foregoing paragraph, within seven working days of the date Servicemember is notified by DFAS of the effective date of each COLA to the monthly retired pay payment.

Constructive Trust

IT IS FURTHER ORDERED that Servicemember be and is hereby designated a constructive trustee for the benefit of Former Spouse for the purpose of receiving the retired pay awarded herein to Former Spouse as Former Spouse's sole and separate property, and Servicemember be and is hereby ORDERED, on receipt thereof, to deliver by first-class mail to Former Spouse at [her/his] last known address by negotiable instrument that portion of each monthly retired pay payments awarded to Former Spouse herein not paid directly (or by allotment) by DFAS within three days of the receipt of any such payments by Servicemember. All payments made directly to Former Spouse by DFAS shall be a credit against this obligation.

For purposes of this order, Servicemember is specifically directed, on penalty of contempt, to pay Former Spouse's interest in the disposable retired pay as ordered in this order, and IT IS SO ORDERED. Servicemember is specifically directed that [he/she] is not relieved of that obligation except to the extent that [he/she] is specifically notified that 100 percent of Former Spouse's interest in the retirement benefit has been directly paid by DFAS, and IT IS SO ORDERED.

IT IS FURTHER ORDERED that any election of benefits that may hereafter be made by Servicemember shall not reduce the amount equal to the percentage of the retired pay or the amount of the retired pay the Court has herein awarded to Former Spouse, except as provided by federal law *and* prohibited from being changed by a state court order. In this regard, IT IS FURTHER ORDERED that Servicemember shall not merge [his/her] military retired pay with any other pension and shall not pursue any course of action that would defeat, reduce, or limit Former Spouse's right to receive Former Spouse's full separate-property share of Servicemember's retired pay as awarded in this order, unless otherwise ordered herein.

Death

IT IS ORDERED that the payment of the retired pay awarded in this order to Former Spouse shall continue until the death of Servicemember or Former Spouse.

Retiree Account Statements and Privacy Waiver

IT IS FURTHER ORDERED that Servicemember shall deliver by first class mail to Former Spouse at [**former spouse's mailing address**], or such other address as Former Spouse may hereafter specify in writing, a true and correct legible copy of each Retiree Account Statement received by Servicemember from DFAS within five days of its receipt.

IT IS ORDERED that Servicemember hereby waives any privacy or other rights as may be required for Former Spouse to obtain information relating to Servicemember's date of

retirement, last unit assignment, full pay grade, past or present monthly annuity payments, or other information that may be required to enforce this award or to revise this order to make it enforceable.

Include the following if applicable.

Retirement

IT IS ORDERED that Servicemember shall notify Former Spouse of [his/her] application for retired pay, and provide Former Spouse with a true copy of [his/her] Application for Retired Pay Benefits, on the date [he/she] applies for those benefits. This notification shall be mailed by Servicemember to Former Spouse at [her/his] last known address. Servicemember is FURTHER ORDERED to provide to Former Spouse a true and correct copy of the first Retiree Account Statement received by [him/her] within five days of its receipt.

Continue with the following.

Application for Direct Payment of Retired Pay

Former Spouse is hereby directed to apply for Former Spouse's entitlement to a portion of Servicemember's disposable military retired pay by contacting the DFAS Legal Department, completing the Application for Former Spouse Payments from Retired Pay (DD Form 2293), and delivering it along with a certified copy of this MRPDO (certified within ninety days of its delivery to DFAS) and a photocopy of the parties' marriage certificate to:

DFAS-HGA-CL, Assistant General Counsel for Garnishment Operations, P.O. Box 998002, Cleveland, Ohio 44199-8002 by certified mail, return receipt requested.

DD Form 2293 can be accessed and downloaded at www.dtic.mil/whs/directives/infomgt/forms/efoms/dd2293.pdf.

Taxes

IT IS FURTHER ORDERED that Former Spouse shall include in [her/his] gross income for [her/his] taxable years of receipt all retired pay received by Former Spouse pursuant to this order, and, to the extent benefits are payable to Former Spouse by DFAS, Servicemember shall not include such benefits in Servicemember's gross income for such taxable years.

Survivor Benefit Plan

Important: If being awarded, it is **mandatory** that the order state clearly that Survivor Benefit Plan (SBP) benefit coverage is being awarded to the former spouse, to the parties' children, or to both, as applicable.

Payment of the SBP monthly premiums is deducted from the gross retired pay by DFAS *before DFAS applies the former spouse percentage, that is, divides the retired pay between the former spouse and the servicemember*. If the attorney does not want the spouses to share in the cost and wants the former spouse to pay all of the cost of the SBP annuity, the premium should be deducted from the former spouse's share by reducing the percentage, or the former spouse can pay the servicemember each month (or other frequency period) for the coverage. Ensure that the former spouse pays only his or her share of the premium. For instance, if the former spouse is not receiving 50 percent of total retired pay, the former spouse will not be paying 50 percent of the premium, but will be paying only the percentage of the disposable pay that has been awarded to the former spouse. If the former spouse remarries before age fifty-five, his or her entitlement to be a SBP beneficiary is suspended for the duration of that marriage, but the former spouse can, on the termination of that marriage, petition DFAS for reinstatement of the suspended benefit. During the period of the suspended benefit, DFAS should, if timely notified, also suspend the payment of the monthly premiums.

A servicemember may designate only one class of beneficiary for the survivor benefits. Thus, if a former spouse beneficiary has been designated, a new spouse cannot be designated as a "spouse beneficiary" unless the former spouse is no longer an eligible beneficiary. Also, the servicemember is not permitted to award a fractional interest to the former spouse and leave a portion for a future spouse. DFAS will pay the survivor benefit to only the designated beneficiary(ies), *i.e.*, spouse, spouse and children, former spouse or former spouse and children, on the death of the servicemember. Generally, the designation, once made, is irrevocable.

Select one of the following.

Use the following paragraph if the servicemember is retired, the spouse is currently designated as a spouse beneficiary of servicemember's SBP, and the spouse is to be redesignated as a former spouse beneficiary.

The Court further finds that Former Spouse is presently named a spouse beneficiary of Servicemember's Armed Forces Survivor Benefit Plan (which is deemed to include the Reserve Component Survivor Benefit Plan, if applicable) and that Servicemember's election to provide the Survivor Benefit Plan benefits to Former Spouse should be continued by Former Spouse's being designated as a former spouse beneficiary and that Former Spouse's designation as a former spouse beneficiary should not hereafter be modified, amended, withdrawn, reduced, or altered by Servicemember during Former Spouse's lifetime, and IT IS SO ORDERED.

Or

Use the following paragraph if the servicemember is *not* retired and the spouse is to be designated as a former spouse beneficiary of the SBP.

The Court further finds that Former Spouse should be designated as a former spouse beneficiary of Servicemember's Armed Forces Survivor Benefit Plan (which is deemed to include the Reserve Component Survivor Benefit Plan, if applicable) and that Servicemember is ordered to designate Former Spouse as a former spouse beneficiary of the Survivor Benefit Plan and that Former Spouse's designation as a former spouse beneficiary should not hereafter be modified, amended, withdrawn, reduced, or altered by Servicemember during Former Spouse's lifetime, and IT IS SO ORDERED.

Or

If an election is made to have the parties' children covered as beneficiaries of the SBP, recognize that the coverage will continue only as long as one or more of the children are under the age of eighteen; the coverage can be continued until age twenty-two if the child(ren) are enrolled in college or another qualifying educational institution. If electing such a coverage, use the following as applicable.

The Court further finds that [the parties' child[ren]/Former Spouse and the parties' child[ren]] should be designated as [a child beneficiary/child beneficiaries/former spouse and child beneficiaries] of Servicemember's Armed Forces Survivor Benefit Plan (which is deemed to include the Reserve Component Survivor Benefit Plan, if applicable) and that Servicemember is ordered to designate [the parties' child[ren]/Former Spouse and the parties' child[ren]] as [a child beneficiary/child beneficiaries/former spouse and child beneficiaries] of the Survivor Benefit Plan and that the designation of [the child[ren]/Former Spouse and the child[ren]] as [a child beneficiary/child beneficiaries/former spouse and child beneficiaries] should not hereafter be modified, amended, withdrawn, reduced, or altered by Servicemember during the child[ren]'s eligibility [**include if applicable:** or Former Spouse's lifetime], and IT IS SO ORDERED.

Or

Although it is not necessary to specifically provide that there will be no SBP former spouse coverage for the former spouse since the failure to award the SBP benefit at the time of divorce is res judicata on the issue (*In re A.E.R.*, 2006 WL 349695 (Tex. App.—Fort Worth 2006) (mem. op.)), it is nevertheless recommended that the following paragraph be included to specifically address the benefit.

The Court further finds that Former Spouse should not be designated as a former spouse beneficiary of Servicemember's Armed Forces Survivor Benefit Plan, and IT IS SO ORDERED.

Continue with the following if the survivor benefit is awarded.

IT IS THEREFORE ORDERED that Servicemember shall elect to designate Former Spouse as a former spouse beneficiary of Servicemember's Survivor Benefit Plan. IT IS FURTHER ORDERED that, pursuant to this order, Former Spouse be and is hereby deemed designated, to the extent permitted by law, a former spouse beneficiary of Servicemember's Survivor Benefit Plan to receive

Include one of the following.

the highest Survivor Benefit Plan entitlement allowed by law.

Or

[number] dollars (\$[amount]) per month.

Or

the percentage equal to the percentage of Servicemember's disposable retired pay awarded Former Spouse in this order.

Or

[set out other formula for determination of share].

Continue with the following.

Former Spouse is directed to apply for Former Spouse's entitlement to be deemed a former spouse beneficiary of Servicemember's Armed Forces Survivor Benefit Plan by notifying the DFAS Legal Department of this Court's deemed election pursuant to 10 U.S.C. § 1447 *et seq.*, completing a DD Form 2656-10 to effect the deemed election, and sending it, along with a certified copy of this order, to **Defense Finance and Accounting Service (DFAS), 8899 E. 56th Street, Indianapolis, Indiana 46249-1200** by certified mail, return receipt requested.

Former Spouse's failure to register [her/his] deemed election within one year of the date this MRPDO is signed may, if not will, forever bar such an election for Former Spouse.

IT IS ORDERED that Servicemember shall not during Former Spouse's lifetime modify, amend, withdraw, or in any other manner alter the election to name Former Spouse as a former spouse beneficiary of Servicemember's Armed Forces Survivor Benefit Plan.

DD Form 2656-1, the form for a servicemember to make a voluntary election for former spouse and/or child coverage, can be accessed and downloaded at www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2656-1.pdf.

DD Form 2656-10, the form for a former spouse to effect a deemed election for former spouse and/or child coverage, can be accessed and downloaded at www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2656-10.pdf.

One of these forms must be sent to DFAS at the address above, along with a certified copy of the decree of divorce and/or MRPDO, to register the former spouse as a former spouse beneficiary within one year of the date of the signing of the decree of divorce. Failure to do so within the one-year period will probably bar the former spouse from former spouse coverage.

The packet containing the forms to make the deemed election for the former spouse should be sent via certified mail, return receipt requested, for tracking purposes.

Medical and Commissary Benefits

The following provision for medical and commissary benefits is applicable only under certain circumstances. See the practice notes at section [25.80](#).

The Court further finds that Former Spouse is entitled to receive medical and dental care under the terms of 10 U.S.C. section 1071 *et seq.* and to commissary and post exchange privileges to the same extent and on the same basis as a surviving spouse of a retired member of the United States Armed Forces following the date the Final Decree of Divorce is signed.

Continued Jurisdiction and Clarification

The following provision may be added if the parties were married for ten or more years during which the servicemember performed ten or more years of active/qualifying reserve duty. Otherwise, it should not be included in the order since DFAS will not, under current law, pay the former spouse's share of retired pay directly to her/him in those circumstances.

Although the Court and the parties intend that DFAS make direct payments to Former Spouse of Former Spouse's interest in the disposable retired pay awarded herein, IT IS FURTHER ORDERED that, if this order does not qualify for direct payment, Servicemember shall cooperate and do all things necessary to aid Former Spouse in obtaining a clarification of this

order that will qualify for direct payment of Former Spouse's interest in the disposable retired pay awarded in this order. IT IS FURTHER ORDERED that this Court reserves jurisdiction to enter such a clarifying order.

Continue with the following.

Without affecting the finality of the Final Decree of Divorce or this Military Retirement Pension Division Order, this Court expressly reserves the right pursuant to section 9.101 *et seq.* of the Texas Family Code to make orders necessary to clarify, amend, and enforce this order, and IT IS SO ORDERED.

SIGNED on _____.

JUDGE PRESIDING

Form 25-32

**Letter to Uniformed Service—Request for Direct Payments of
Military Retirement Benefits**

[Date]

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Assistant General Counsel for Garnishment Operations

DFAS-HGA-CL

P.O. Box 998002

Cleveland, Ohio 44199–8002

Re: [Full name of servicemember]

Social Security number [full number]

Court-Ordered Award of Military Retirement Pay

[Salutation]

I represent [name of former spouse], the former spouse of the United States [branch of service] [retiree/member] [name of servicemember]. In accordance with the terms of the Uniformed Services Former Spouses' Protection Act, 10 U.S.C. section 1408, as amended, I am enclosing the following documentation:

1. An Application for Former Spouse Payments from Retired Pay, DD Form 2293.

[This form is available at www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2293.pdf.]

2. A copy of the Decree of Divorce that has been certified within the last ninety days.

If an MRPDO is used and was incorporated into the decree of divorce, and the MRPDO includes specific findings about the parties' dates of marriage and divorce, it may not be necessary to send DFAS a copy of the decree of divorce.

Include the following if applicable.

3. A copy of the Military Retirement Pension Division Order that has been certified within the last ninety days.

Continue with the following.

4. A Certificate of Finality of Court Order executed by me [see form 25-33].

If the MRPDO (or decree of divorce) includes specific findings about the parties' date and location of marriage, it is usually not necessary to send DFAS a copy of the marriage certificate.

5. A copy of the parties' marriage certificate.

Whether or not the retired pay will be paid to the client soon, send a W-4P form to expedite action by DFAS; the form will be required before DFAS will make direct payments to the client.

6. A Withholding Certificate for Pension or Annuity Payments.

DFAS will probably insist on payment by direct deposit. To expedite action by DFAS, send Department of Treasury Financial Management Service Form FMS 2231 with the initial application package.

7. Direct Deposit Authorization.

If the servicemember *has not* retired at the time of the divorce, use the following.

The Decree of Divorce [include if applicable: and the Military Retirement Pension Division Order] awarded to [name of former spouse]:

Include the language used in the decree of divorce or the MRPDO.

to be paid as a result of [name of servicemember]'s service in the United States Armed Forces, [include if applicable: as well as that share attributable to this interest of all increases in the United States Armed Forces disposable retired pay due to cost of living or other reasons,] if, as, and when received by [name of servicemember]. [Name of former spouse] was married to [name of servicemember] at least ten years during which [name of servicemember] performed

at least ten years of service creditable toward retirement. The [Military Retirement Pension Division Order/Decree of Divorce] sets forth the pertinent information required by the Uniformed Services Former Spouses' Protection Act [**include if applicable:** , beginning at page [number]].

If the servicemember *has* retired at the time of the divorce, use the following.

The Decree of Divorce [**include if applicable:** and the Military Retirement Pension Division Order] awarded to [name of former spouse] the sum [equal to [percent] percent of [name of servicemember]'s disposable retired pay, as well as that share attributable to this interest of all increases in the United States Armed Forces disposable retired pay due to cost of living or other reasons, if, as, and when received by [name of servicemember]/of \$[amount] per month of [name of servicemember]'s disposable retired pay]. [Name of former spouse] was married to [name of servicemember] at least ten years during which [name of servicemember] performed at least ten years of service creditable toward retirement. The [Military Retirement Pension Division Order/Decree of Divorce] sets forth the pertinent information required by the Uniformed Services Former Spouses' Protection Act [**include if applicable:**, beginning at page [number]].

Continue with the following.

The court entering the Decree of Divorce [**include if applicable:** and the Military Retirement Pension Division Order] was a court of competent jurisdiction to hear divorce matters and divide property, and the decree was entered in accordance with the laws of Texas.

Please consider this letter a formal request on behalf of [name of former spouse] that you make payments directly to [her/him] in the amount of retired or retainer pay specifically provided for in the enclosed court order. The payments should be sent to [name of former spouse] at [address, city, state].

The Decree of Divorce [**include if applicable:** and the Military Retirement Pension Division Order] [is/are] [a] final judgment[s], as certified in the enclosed Certificate of Finality of Court Order.

I would appreciate your prompt acknowledgment of receipt of this letter and the enclosed documents. If further information is required, please let me know and I will promptly furnish it to you. I look forward to hearing from you in the very near future.

Sincerely yours,

[Name of attorney]

Enc.

Form 25-33

Certificate of Finality of Court Order

In re: Cause No. [number]
In the Matter of the Marriage of [names of parties as in style of case]
[Number] District Court, [county] County, Texas
Date [Decree of Divorce/Military Retirement Pension Division Order/Order
Clarifying Prior Order] Signed: [date]

I, [name], certify that the enclosed Decree of Divorce [include if applicable: and [Military Retirement Pension Division Order/Order Clarifying Prior Order]] [is/are] [a] final decree[s] pursuant to the requirements of 10 U.S.C. section 1408(a)(3) in that:

Select one of the following.

The court order is one from which no appeal may be taken.

Or

The court order is one from which no timely appeal has been taken.

Or

A timely appeal was taken from the court order, and the appeal has been finally decided. Enclosed is a copy of the decision of the appellate court.

Continue with the following.

I also certify that:

Select one of the following.

The court order has not been in any way amended, modified, or superseded.

Or

The court order was amended. Enclosed is a copy of all amending orders.

Continue with the following.

Respectfully submitted,

[Name]

Attorney for [name of nonmember spouse]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Form 25-34

**Letter to Uniformed Service—Request for Former Spouse Survivor
Benefit Plan Beneficiary Designation**

[Date]

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Defense Finance and Accounting Service

8899 E. 56th Street

Indianapolis, Indiana 46249-1200

Re: [Full name of servicemember]

Social Security number: [full number]

Survivor Benefit Plan Deemed Election of Former Spouse Coverage

[Salutation]

I represent [name of former spouse], the former spouse of United States [branch of service] [retiree/member] [name of servicemember]. In accordance with the terms of the Uniformed Services Former Spouses' Protection Act, 10 U.S.C. section 1447 *et seq.*, as amended, I enclose a certified copy of the [Final Decree of Divorce/Military Retirement Pension Division Order/Final Decree of Divorce and Military Retirement Pension Division Order] entered in Cause No. [number], styled "[style of case]," [signed on [date]/orally rendered on [date] and ministerially signed on [date]].

Select one of the following.

If there is a voluntary election to name the former spouse as a former spouse SBP beneficiary, use the following paragraph.

In accordance with the provisions of the Armed Forces Survivor Benefit Plan (10 U.S.C. section 1448(b)), [name of servicemember] has completed and signed the enclosed DD Form 2656-1, thereby making a voluntary election to name [full name of former spouse], [his/her] former spouse, as a former spouse beneficiary of [his/her] Survivor Benefit Plan incident

to their proceeding for divorce. The voluntary election was [approved by/incorporated into and made a part of/approved by and incorporated into and made a part of] the Final Decree of Divorce.

If the deemed election to name the former spouse as a former spouse SBP beneficiary is ordered deemed by the court, use the following paragraph.

In accordance with the provisions of the Armed Forces Survivor Benefit Plan (10 U.S.C. section 1448(b)), [name of servicemember] has been ordered by the Court to name [full name of former spouse], [his/her] former spouse, as a former spouse beneficiary of [his/her] Survivor Benefit Plan incident to their proceeding for divorce. To effect this designation, [full name of former spouse] has completed and signed the enclosed DD Form 2656-10. A certified copy of the [Final Decree of Divorce/Military Retirement Pension Division Order] ordering that [full name of former spouse] be designated as a former spouse beneficiary of [name of servicemember]'s Survivor Benefit Plan is enclosed.

Continue with the following.

This letter is my formal written request that [full name of former spouse], as [name of servicemember]'s former spouse, as [include one or both of the following: ordered by the Court/ [and also] agreed to by [name of servicemember]], be deemed designated as the former spouse beneficiary of [name of servicemember]'s Survivor Benefit Plan. This request is being mailed to you within one year of the date of the [Final Decree of Divorce/Military Retirement Pension Division Order addressing the SBP benefit].

The court entering this [Final Decree of Divorce/Military Retirement Pension Division Order [or other relevant order]/Final Decree of Divorce and Military Retirement Pension Division Order [or other relevant order]] was a court of competent jurisdiction to hear divorce matters and divide property, and the [decree was/order was/decree and order were] entered in accordance with the laws of Texas.

I would appreciate your prompt acknowledgment of receipt of this letter and the enclosed documents. If further information is required, please let me know and I will promptly furnish it to you. I look forward to hearing from you in the very near future.

Sincerely yours,

[Name of attorney]

Enc.

c: [name of former spouse]

Forms 25-35 through 25-40 are reserved.

Form 25-41

Caveat: Tax consequences may result from the withdrawal of funds or other assets from an individual retirement account. Tax advice should be sought before withdrawing anything from an individual retirement account.

This form is designed to be used to assign a full or partial interest in an individual retirement account. Many brokerage firms, banks, and other financial institutions have their own forms, which should be used if available.

Assignment of Interest in Individual Retirement Account

This assignment is made in accordance with a final decree of divorce signed on [date] in Cause No. [number] in the [designation] Court of [county] County, Texas.

The Parties

The parties to this assignment are [name of person in whose name the account is titled] (“Assignor”), [name of person to whom the account was awarded in the decree] (“Assignee”), and [name of custodian of the account, such as bank or stock brokerage firm] (“Custodian”).

Assignor’s Social Security number is:

Assignee’s Social Security number is:

The Account

The individual retirement account that is the subject of this assignment is described as follows:

Name of Custodian:

Name or style on the account:

Number of the account:

The above individual retirement account was awarded to Assignee, [**name of person to whom the account was awarded in the decree**], by the Final Decree of Divorce. The Final Decree of Divorce ordered Assignor, [**name of person in whose name the account is titled**], to assign the portion of the following individual retirement account to Assignee.

Assignment

By this assignment Assignor assigns, transfers, and conveys to Assignee incident to divorce, the interest and rights described below in the individual retirement account described above.

Select one of the following.

Assignor assigns, transfers, and conveys to Assignee a portion of the assets in the account equal to [**percent**] percent of all assets in the account on [**date of divorce**]. Any increase or decrease in the account that has accrued since that date is assigned, transferred, and conveyed in the same percentage to the parties.

Or

The following assets in the account are assigned, transferred, and conveyed by Assignor to Assignee:

Cash: \$[**amount**]

The following stocks:

Assets in the account described as:

Continue with the following.

Assignor authorizes Assignee to take whatever actions are necessary to effectively change the name on the account from the name of Assignor to the name of Assignee, to establish a new account in the name of Assignee and roll over the funds or assets into that account,

or to take any other action consistent with the complete ownership of the portion of the account assigned.

Assignor authorizes a photocopy of this instrument to be used as an original.

[Name]

Determine from the financial institution whether a notarized signature will be accepted or if, instead, a medallion signature is required.

SIGNED under oath before me on _____.

Notary Public, State of Texas

Any legal description or other information regarding the account in this document has been supplied by the client or opposing party. No independent verification or title search has been made by the law firm preparing this document.

Form 25-42

Letter Requesting Retirement Benefits Be Frozen

[Date]

[Name and address of plan administrator]

Re: [Include if applicable: style of case]

Notice of Pending Divorce and Freeze Request for the
[plan name] ("Plan")

Participant: [name of participant]

Participant's Social Security number: [number]

[Salutation]

I have been retained by the alternate payee, [name of client], to represent [him/her] in [his/her] divorce from the participant. The participant's retirement benefits are at issue in the divorce, and it is anticipated that my client will receive a portion of those benefits. Please immediately freeze the participant's benefits to prevent any type of distribution and to preserve the benefits while the division is being negotiated.

[Include if applicable: Enclosed are the [standing orders/temporary injunctions] issued by the Court ordering the parties not to remove funds from their retirement accounts.]

Please confirm that this participant's benefits have been frozen. In addition, please provide a copy of the QDRO procedures and model QDRO for the Plan.

If you need any additional information to freeze the participant's benefits, please let me know. I appreciate your prompt attention to this matter.

Sincerely yours,

[Name of attorney]

Form 25-43

Court orders dividing certain retirement benefits on divorce, such as benefits from military service or benefits under the Teacher Retirement System of Texas or the federal Thrift Savings Plan, are not entitled “qualified domestic relations orders.” This form may be reworded as appropriate for the postdivorce division of such benefits.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Original Petition [to Enter Postdivorce Qualified Domestic
Relations Order/to Enter Amended Qualified Domestic Relations
Order/for Clarification of Qualified Domestic Relations Order]**

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include the following if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

Continue with the following.

3. This suit is brought by [name of petitioner], Petitioner. [The last three numbers of Petitioner’s driver’s license number are [numbers]./Petitioner has not been issued a driver’s license.] [The last three numbers of Petitioner’s Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

Respondent is [name of respondent].

Select one of the following.

Process should be served [**include if applicable:** at [address, city, state, zip code]].

Or

No service is necessary at this time.

Continue with the following.

4. This court has acquired and retains continuing exclusive jurisdiction of the parties and property in this case as a result of a prior proceeding and pursuant to section[s] [**include as applicable:** 9.101/9.104/9.1045] of the Texas Family Code.

5. On [date] this Court signed a decree of divorce dissolving the marriage of Petitioner and Respondent. The decree disposed of the parties' interest in Respondent's retirement benefits and awarded Petitioner a portion of those retirement benefits.

Include the following as applicable.

No domestic relations order[s] permitting payment of benefits under [exact name[s] of plan[s]] to Petitioner as an alternate payee [was/were] signed. Petitioner requests the Court to sign [a] qualified domestic relations order[s] pertaining to [exact name[s] of plan[s]] [**include if applicable:** in the form[s] attached as Exhibit[s] [exhibit number[s]/letter[s]] [**include if applicable:** , which [has/have] been preapproved by the Plan Administrator[s],] that effectuate[s] the division of property as set out in the decree of divorce.

And/Or

The Plan Administrator of [exact name of plan] has determined that the domestic relations order signed by the Court on [date] does not satisfy the requirements of a qualified domestic relations order. [**Repeat for any other relevant plan.**] Petitioner requests the Court to sign [an] amended qualified domestic relations order[s] pertaining to [exact name[s] of plan[s]] [**include if applicable:** in the form[s] attached as Exhibit[s] [exhibit number[s]/letter[s]] [**include if applicable:** , which [has/have] been preapproved by the Plan Administrator[s],]

that [satisfies/satisfy] the requirements of a qualified domestic relations order and effectuate[s] the division of property as set out in the decree of divorce.

And/Or

The qualified domestic relations order pertaining to [exact name of plan] signed by the Court on [date] does not effectuate the substantive division in the decree of divorce. **[Repeat for any other relevant plan.]** Petitioner requests the Court to sign [an] amended qualified domestic relations order[s] pertaining to [exact name[s] of plan[s]] [include if applicable: in the form[s] attached as Exhibit[s] [exhibit number[s]/letter[s]] [include if applicable: , which [has/have] been preapproved by the Plan Administrator[s],]] that effectuate[s] the division of property as set out in the decree of divorce.

Include the following if clarification is sought.

The qualified domestic relations order pertaining to [exact name of plan] signed by the Court on [date] states in relevant part as follows: [quote portions of order to be clarified]. Petitioner believes that the quoted portions of the order [do not provide for an acceptable form of division by the plan, as evidenced by Exhibit [exhibit number/letter]/are not clear enough to be enforced/[other basis for clarification request]] and requests that, if the Court so finds, the Court clarify the terms of the order to [explain clarification requested]. **[Repeat for any other relevant plan.]**

Include paragraph 6. if applicable.

6. Petitioner requests the Court to make temporary orders requiring Respondent to execute, by a date certain, all releases necessary to obtain all information necessary to draft the appropriate documents, make the appropriate inquiries, and effectuate the transfer of Petitioner's benefits [include if applicable: , including the release[s] attached as Exhibit[s] [exhibit number[s]/letter[s]]].

Continue with the following.

7. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the rights of [**name of petitioner**]. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

Petitioner prays that citation and notice issue as required by law, [**include if applicable:** that the Court make temporary orders as requested above,] that the Court enter the [qualified domestic relations order[s]/amended qualified domestic relations order[s]] requested above, [**include if applicable:** for clarification,] for attorney's fees, expenses, costs, and interest, and for all further relief authorized by law.

[**Name**]
Attorney for Petitioner
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Include the following if applicable.

Notice of Hearing

IT IS ORDERED that the hearing on Petitioner's request for temporary orders is set on _____ at _____ .M. in [**designation and location of court**].

SIGNED on _____.

Judge or Clerk

Attach any applicable appendixes.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Chapter 26

Posttrial Proceedings and Appeals

Form 26-1	Motion to Set Aside Default Judgment	943
Form 26-2	Motion to Set Aside Default Judgment after Service by Publication.	947
Form 26-3	Motion to Set Aside Default Judgment Because of Military Service	951
Form 26-4	Order on Motion to Set Aside Default Judgment.	954
Form 26-5	Motion for New Trial	955
Form 26-6	Order on Motion for New Trial	961
Form 26-7	Motion for Temporary Orders Pending Appeal	963
Form 26-8	Order on Motion for Temporary Orders Pending Appeal	967
Form 26-9	Request for Findings in Possession Order	968
Form 26-10	Request for Findings in Child Support Order	970
Form 26-11	Request for Findings of Fact and Conclusions of Law	973
Form 26-12	Notice of Past-Due Findings of Fact and Conclusions of Law	975
Form 26-13	Findings of Fact and Conclusions of Law	977
Form 26-14	Request for Additional or Amended Findings of Fact and Conclusions of Law	1009
Form 26-15	Motion for Judgment Nunc Pro Tunc.	1011
Form 26-16	Order on Motion for Judgment Nunc Pro Tunc	1013
Form 26-17	Motion to Modify, Correct, or Reform Judgment	1014
Form 26-18	Order on Motion to Modify, Correct, or Reform Judgment.	1016
Form 26-19	Request to Court Reporter to Prepare Reporter’s Record	1018
<i>[Form 26-20 is reserved for expansion.]</i>		
Form 26-21	Request for Clerk’s Record	1022
Form 26-22	Motion to Withdraw [Exhibits/Documents].	1026
Form 26-23	Order on Motion to Withdraw [Exhibits/Documents]	1028
Form 26-24	Motion to Seal Court Records	1029

CHAPTER CONTENTS

Form 26-25	Order on Motion to Seal Court Records	1031
Form 26-26	Notice of Appeal	1032

Form 26-1

For a motion to set aside default judgment after service by publication, see form [26-2](#); for a motion to set aside default judgment because of military service, see form [26-3](#).

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Set Aside Default Judgment

This Motion to Set Aside Default Judgment is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. This motion is presented within the time allowed by law on motions for new trial, the default judgment in this case having been rendered on **[date]**.

Select one of the following.

2. The failure of **[name of movant]** to [file an answer before judgment/appear on the trial date] was the result of accident and mistake, rather than **[name of movant]**'s intentional or conscious indifference, because: **[specify facts to show basis of mistake that caused defaulting party to fail to file answer or to fail to appear at trial]**.

Or

2. The failure of **[name of movant]** to [file an answer before judgment/appear on the trial date] was the result of improper service. Specifically, **[set forth any deficiencies in the citation, in service, in return, in plaintiff's petition]**.

Include 3., 4., and 5. if lack of notice is not the basis of the motion or if it is unclear whether the trial court will grant a new trial based on lack of notice.

3. Petitioner's cause of action is based on [**describe nature of cause of action**]. To this cause of action, [**name of movant**] can and does set up the meritorious defense of [**state specific facts regarding defense**].

4. A new trial in this case will neither occasion delay nor prejudice Petitioner, because [**state specific facts**].

5. [**Name of movant**] will tender reasonable costs and expenses incurred by reason of this motion.

Continue with the following.

[**Name of movant**] prays that the Court grant the Motion to Set Aside Default Judgment.

[**Name**]

Attorney for [**name of movant**]

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [**designation and location of court**].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name of movant**]

Include the following if applicable.

An unsworn declaration may be used in place of an affidavit.
See form [8-27](#).

Affidavit of [**name**]

[**Name**] appeared before me in person today and stated under oath as follows:

“My name is [**name of respondent**]. I am above the age of eighteen years, and I am fully competent to make this affidavit. I am the movant in this Motion to Set Aside Default Judgment. The facts stated in this affidavit are within my personal knowledge and are true and correct.

Allege specific facts and basis for personal knowledge.

[**Name of affiant**]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 26-2

For motion to set aside default judgment on other bases, see form 26-1.

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Set Aside Default Judgment after Service by Publication

This Motion to Set Aside Default Judgment after Service by Publication is brought by [name of movant], [party designation], who shows in support:

1. This motion is presented within the time allowed by law on motions for new trial after service by publication, the default judgment in this case having been rendered on [date].
2. Service on [name of movant] was by publication. Specifically, [set forth details of service]. [Name of movant] did not file a timely answer or enter an appearance within the prescribed period of time.
3. The default judgment signed by this Court on [date] should be set aside because

Include the following items as applicable.

- a. the trial court did not appoint an attorney ad litem as required by rule 244 of the Texas Rules of Civil Procedure.

And/Or

- b. the trial court did not approve and sign the statement of evidence as required by rule 244 of the Texas Rules of Civil Procedure.

And/Or

- c. the citation by publication was defective. Specifically, [**set forth deficiencies**].

And/Or

- d. there was insufficient evidence adduced at the hearing to support the trial court's judgment.

And/Or

- e. the court made an error in the application of the law to the facts.

And/Or

- f. Petitioner procured the service and judgment by fraud.

Continue with the following.

4. There is good cause to grant a new trial in this case.

[**Name of movant**] prays that the Court grant the Motion to Set Aside Default Judgment after Service by Publication.

[**Name**]

Attorney for [**name of movant**]

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [**designation and location of court**].

SIGNED on _____.

Judge or Clerk**Certificate of Service**

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name of movant**]

An unsworn declaration may be used in place of an affidavit.
See form [8-27](#).

Affidavit of [name]

[**Name**] appeared before me in person today and stated under oath as follows:

“My name is [**name of respondent**]. I am above the age of eighteen years, and I am fully competent to make this affidavit. I am the movant in this Motion to Set Aside Default Judgment after Service by Publication. The facts stated in this affidavit are within my personal knowledge and are true and correct.

Allege specific facts and basis for personal knowledge.

[**Name of affiant**]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 26-3

For a motion to set aside default judgment, see form 26-1. For a motion to set aside default judgment after service by publication, see form 26-2.

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Set Aside Default Judgment Because of Military Service

This Motion to Set Aside Default Judgment Because of Military Service is brought by [name of movant], [party designation], who shows in support:

1. This motion is presented not later than ninety days after the date of [name of movant]'s [termination of/release from] military service, as required by 50 U.S.C. § 3931(g).
2. [Name of movant] did not make an appearance in this case. The default judgment was entered on [date], which was [during/within sixty days after the [termination of/release from]] [name of movant]'s military service. [Name of movant] was in military service [specify details] from [date] until [date].
3. [Name of movant] was materially affected by reason of [name of movant]'s military service in making a defense in this case. Specifically, [state how movant was materially affected].
4. Petitioner's cause of action is based on [describe nature of cause of action]. To this cause of action, [name of movant] has the [meritorious/legal] defense of [state specific facts regarding defense].

[Name of movant] prays that the Court grant the Motion to Set Aside Default Judgment Because of Military Service.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Include the following if applicable.

An unsworn declaration may be used in place of an affidavit.
See form [8-27](#).

Affidavit of [name]

[Name] appeared before me in person today and stated under oath as follows:

“My name is [name of respondent]. I am above the age of eighteen years, and I am fully competent to make this affidavit. I am the movant in this Motion to Set Aside Default Judgment Because of Military Service. The facts stated in this affidavit are within my personal knowledge and are true and correct.

Allege specific facts and basis for personal knowledge.

[Name of affiant]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 26-4

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Set Aside Default Judgment

On [date] the Court considered the Motion to Set Aside Default Judgment of [name of movant] and ORDERS [the default judgment set aside and held for naught/that the motion is DENIED].

Include the following if applicable.

IT IS FURTHER ORDERED that [name of movant] tender [number] dollars (\$[amount]) by cash, cashier's check, or money order to [name of petitioner], Petitioner, at [address] on or before [time] on [date] for reasonable costs and expenses.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 26-5

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for New Trial

This Motion for New Trial is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. On **[date]** a judgment was signed by this Court in this case.
2. **[Specifically allege trial court error in accordance with Tex. R. Civ. P. 320–322.]**

The following are examples only.

- a. A new trial should be granted to Movant because this Court abused its discretion in denying Movant’s pretrial Motion for Continuance based on Respondent’s failure to properly respond to Movant’s discovery requests despite being ordered to do so by the Court. Because Movant was unable to obtain the requested discovery, **[he/she]** was unable to properly present **[his/her]** case.
- b. A new trial should be granted to Movant because this Court abused its discretion in allowing **[name of respondent’s expert]** to testify as an expert on Respondent’s behalf. The expert’s testimony was conjectural and speculative, and **[he/she]** lacked the knowledge to testify as an expert on the subject for which **[he/she]** was called.

- c. A new trial should be granted to Movant because this Court abused its discretion in excluding the testimony of Movant's expert, **[name of movant's expert]**, as a rebuttal or impeachment witness to **[name of respondent's expert]**'s testimony.
- d. A new trial should be granted to Movant because this Court erroneously failed to disqualify Respondent's attorney, **[name of respondent's attorney]**, **[set forth basis for disqualification]**.
- e. A new trial should be granted to Movant because this Court abused its discretion in failing to grant Movant's request for a mistrial based on **[set forth basis for mistrial]**.
- f. A new trial should be granted to Movant because Respondent made an improper and prejudicial jury argument. Specifically, **[set forth prejudicial portions of jury argument]**.
- g. A new trial should be granted to Movant because this Court abused its discretion in denying Movant's objections to the jury charge. Specifically, **[set forth basis for objections]**.
- h. A new trial should be granted to Movant because the evidence is legally and factually insufficient to support this Court's judgment. Specifically, the evidence is legally and factually insufficient to support this Court's judgment based on the following [jury findings/findings of fact]: **[set forth specific jury findings or findings of fact]**.
- i. A new trial should be granted to Movant because this Court abused its discretion in making the property division.

- j. A new trial should be granted to Movant because (1) the following newly discovered evidence has come to Movant's knowledge since the trial, (2) the failure to discover the new evidence sooner was not for want of due diligence, (3) the new evidence is not cumulative evidence, and (4) the new evidence is so material that it would probably produce a different result if a new trial were granted: **[specifically set forth the newly discovered evidence, which must be supported by affidavits]**.
- k. A new trial should be granted because of the following material jury misconduct: **[specifically set forth the material jury misconduct, which must be supported by affidavits or by disclosure of a reasonable explanation and excuse as to why affidavits cannot be secured]**.

Continue with the following.

The above error[s] probably caused rendition of an improper judgment in the case. Tex. R. App. P. 44.1(a)(1).

3. **[Name of movant]** has a meritorious defense to the cause of action alleged in this case.
4. The granting of a new trial would not injure **[name]**.
5. Justice will not be properly served unless a new trial is granted.

[Name of movant] prays that the Court set aside the judgment signed on **[date]** and grant a new trial.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if grounds for new trial are based on newly discovered evidence, jury misconduct, or other complaint on which evidence must be heard.

An unsworn declaration may be used in place of a verification. See form [8-27](#).

Verification

The undersigned states under oath: "I am Movant in this Motion for New Trial. I have read the motion. The statement[s] contained in paragraph[s] [specify] in the motion [is/are] within my personal knowledge and [is/are] true and correct."

[Name of movant]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Continue with the following.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name of movant**]

Include the following if grounds for new trial are based on newly discovered evidence, jury misconduct, or other complaint on which evidence must be heard.

An unsworn declaration may be used in place of an affidavit. See form [8-27](#).

Affidavit of [name]

[**Name**] appeared before me in person today and stated under oath as follows:

“My name is [name]. I am above the age of eighteen years, and I am fully competent to make this affidavit. I [am the movant in this Motion for New Trial/was one of the jurors in the above-referenced matter]. The facts stated in this affidavit are within my personal knowledge and are true and correct.

Allege specific facts and basis for personal knowledge.

[Name of affiant]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 26-6

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for New Trial

On **[date]** the Court heard the Motion for New Trial of **[name of movant]**.

Select as applicable.

IT IS ORDERED that the motion is GRANTED **[state the specific ground on which the motion is being granted, e.g., because of jury misconduct, because the evidence is legally insufficient to support the division of the marital property, because the child support calculation is incorrect]** and that a new trial is GRANTED.

Or

IT IS ORDERED that the motion is partially GRANTED **[state the specific ground on which the motion is being granted, e.g., because of jury misconduct, because the evidence is legally insufficient to support the division of the marital property, because the child support calculation is incorrect]** and that a new trial is GRANTED with respect to the following issues: **[specify issues as to which new trial is granted, e.g., conservatorship, division of the marital estate, recalculation of the child support]**.

Or

IT IS ORDERED that the motion is DENIED.

Continue with the following.

Warning: The order must be signed within the time in which the court has plenary power.

SIGNED on _____.

JUDGE PRESIDING

Form 26-7

This motion requesting temporary orders pending appeal is for use *after* judgment is rendered. For a request to be made at an earlier stage of the proceeding, see form 3-47. A motion seeking temporary orders pending appeal may not be filed after the date on which the requesting party is required to file notice of appeal. See [Tex. Fam. Code §§ 6.709\(h\)\(2\), 109.001\(b–1\)\(2\)](#).

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Temporary Orders Pending Appeal

This Motion for Temporary Orders Pending Appeal is brought by [name of movant], [party designation], in accordance with [section 6.709(a)/section 109.001/sections 6.709(a) and 109.001] of the Texas Family Code. In support, [name of movant] shows:

1. This Court entered its [name of final order] on [date].
2. [On [date] [name of movant] filed a notice of appeal in this case./This motion is filed on or before the date by which [name of movant] is required to file [his/her] notice of appeal.]
3. [Name of movant] requests the Court, after notice and hearing, to dispense with the issuance of a bond between the spouses and to render a temporary order as considered equitable and necessary [for the preservation of the property and for the protection of the parties/to preserve and protect the safety and welfare of the child[ren]/for the preservation of the property and for the protection of the parties and to preserve and protect the safety and welfare of the child[ren]] during an appeal, including an order as follows:

These orders are not limited, and other orders may be requested.

Include a.–g. as applicable if temporary orders regarding property are requested.

- a. Requiring the support of **[name of movant]**.
- b. Requiring **[name]** to pay **[name of movant]**'s reasonable and necessary attorney's fees and expenses.
- c. Appointing a receiver for the preservation and protection of the property of the parties.
- d. Awarding **[name of movant]** exclusive occupancy of the parties' residence pending the appeal.
- e. Enjoining **[name]** from dissipating or transferring the property awarded to **[name of movant]** in the Court's property division.
- f. Suspending the operation of all or part of the property division that is being appealed.
- g. If **[name]** asks the Court to suspend the enforcement of the property division, requiring **[name]** to provide an appropriate amount of security for the appeal in addition to any other temporary relief granted.

Include h.–q. as applicable if temporary orders regarding children are requested.

- h. Appointing **[name of movant]** and **[name]** temporary joint managing conservators **[include if applicable: and designating **[name of movant]** as the conservator who has the exclusive right to designate the primary residence of the child[ren]]**.

- i. Appointing **[name of movant]** temporary sole managing conservator.
- j. Appointing **[name of movant]** temporary possessory conservator.
- k. Ordering **[name]** to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while the appeal is pending.
- l. Enjoining **[name]** from molesting or disturbing the peace of the child[ren] or of another party.
- m. Restricting the primary residence of the child[ren] to **[geographic area]**.
- n. [Awarding **[name of movant]** the exclusive right to enroll the child[ren] in school./Ordering the parties to enroll the child[ren] in the public schools for the attendance zone of **[name of movant]**'s residence./Ordering the parties to enroll the child[ren] as follows: **[name of child]** in **[name and address of school]** as long as the child is eligible to attend that school **[repeat for each child if more than one].]**
- o. Enjoining **[name]** from removing the child[ren] beyond **[geographic area]**, acting directly or in concert with others.
- p. Requiring **[name]** to pay **[name of movant]**'s reasonable and necessary attorney's fees and expenses.
- q. Suspending the operation of the order or judgment that is being appealed.

Continue with the following.

[Name of movant] prays that the Court enter temporary orders pending appeal.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 26-8

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Temporary Orders Pending Appeal

On **[date]** the Court considered the Motion for Temporary Orders Pending Appeal of **[name of movant]**.

For orders on motions for temporary orders pending appeal under [Tex. Fam. Code §§ 6.709\(a\)](#) and [109.001](#), adapt order language from form [4-3](#).

SIGNED on _____.

JUDGE PRESIDING

Form 26-9**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Findings in Possession Order

This request is filed by [name], [Petitioner/Respondent], who shows in support:

On [date] a hearing was held to determine the periods of possession to be awarded to [Petitioner/Respondent].

Pursuant to Texas Family Code [section 153.258/section 153.3171/sections 153.258 and 153.3171], [Petitioner/Respondent] requests that the Court state in the possession order [the specific reasons for all deviations from the standard possession order/the specific reasons for the court's denying, limiting, or restricting the possessory conservator's possession of or access to the child/the specific reasons why one or more of the alternative beginning or ending possession times under section 153.317(a) are not in the best interest of the child].

[Name]

Attorney for [Petitioner/Respondent]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [Petitioner/Respondent]

Form 26-10

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Findings in Child Support Order

This Request for Findings in Child Support Order is brought by [name], [Petitioner/Respondent], who shows in support:

On [date] a hearing was held to determine child support. [Petitioner/Respondent] requests that the Court state the following in the child support order:

1. [The amount of child support ordered by the Court is in accordance with the percentage guidelines./The application of the guidelines in this case would be unjust or inappropriate.]
2. The net resources of [Respondent/Petitioner] per month are \$[amount].

Include 3. if applicable.

3. When applying [section 154.066/section 154.068/sections 154.066 and 154.068] of the Texas Family Code, the following factors were taken into consideration in determining [Respondent/Petitioner]'s net resources: [list all applicable factors; see **Tex. Fam. Code § 154.0655**].

4. The net resources of [Petitioner/Respondent] per month are \$[amount].

Include the following as item 5. if suit was filed before September 1, 2021, or if obligor's net resources are \$1,000 per month or more, regardless of when suit was filed.

5. The percentage applied to the first \$9,200 of [Respondent/Petitioner]'s net monthly resources for child support is [percent] percent.

Or

Include the following as item 5. if suit was filed on or after September 1, 2021, *and* obligor's net resources are less than \$1,000 per month.

5. The percentage applied to [name of obligor]'s net resources for child support is [percent] percent.

Include item 6. if applicable.

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

[Name]

Attorney for [Petitioner/Respondent]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [Petitioner/Respondent]

Form 26-11

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Findings of Fact and Conclusions of Law

[Petitioner/Respondent], [name], requests the Court to state in writing the findings of fact and conclusions of law as provided by rules 296 and 297 of the Texas Rules of Civil Procedure [include if applicable: and section 6.711 of the Texas Family Code] with respect to the [name of judgment] signed on [date].

Include the following if findings are requested pursuant to [Tex. Fam. Code § 6.711](#).

Without limitation, [Petitioner/Respondent] requests that the Court's findings and conclusions include the characterization and value of all assets, liabilities, claims, and offsets on which disputed evidence has been presented.

Continue with the following.

[Petitioner/Respondent] further requests that the clerk of the Court immediately call this request to the attention of the Court pursuant to rule 296 of the Texas Rules of Civil Procedure.

[Petitioner/Respondent] further requests that the Court cause copies of its findings and conclusions to be transmitted to each party in the suit as required by rule 297 of the Texas Rules of Civil Procedure.

[Name]

Attorney for [Petitioner/Respondent]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[Name]

Attorney for [Petitioner/Respondent]

Form 26-12

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Past-Due Findings of Fact and Conclusions of Law

[Petitioner/Respondent], [name], in accordance with rule 297 of the Texas Rules of Civil Procedure, gives notice to the Court that a timely Request for Findings of Fact and Conclusions of Law was filed on [date]. Findings and conclusions were due to be filed by the Court on or before [date], which was the twentieth day following [Petitioner's/Respondent's] timely Request for Findings of Fact and Conclusions of Law, but have not been filed.

[Petitioner/Respondent] further requests that the clerk of the Court immediately call this Notice of Past-Due Findings of Fact and Conclusions of Law to the attention of the Court pursuant to rule 297 of the Texas Rules of Civil Procedure.

[Petitioner/Respondent] further requests that the Court cause copies of its findings and conclusions to be transmitted to each party in the suit as required by rule 297 of the Texas Rules of Civil Procedure.

[Name]
Attorney for [Petitioner/Respondent]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [Petitioner/Respondent]

Form 26-13

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Findings of Fact and Conclusions of Law

In response to the request of [Petitioner/Respondent], [name], the Court makes and files the following as original Findings of Fact and Conclusions of Law in accordance with rules 296 and 297 of the Texas Rules of Civil Procedure [include as applicable: and sections 6.711, 153.258, and 154.130 of the Texas Family Code].

The following are not exhaustive and are examples only.

Findings of Fact—Divorce

1. [Name of petitioner], Petitioner, and [name of respondent], Respondent, were married on [date].

Or

1. [Name of petitioner], Petitioner, and [name of respondent], Respondent, entered into an informal marriage on [date].

2. At the time of the filing of this suit, [name] had been a domiciliary of Texas for six months and a resident of [county] County for ninety days.

3. The marriage of Petitioner and Respondent has become insupportable because of discord or conflict of personalities that destroys the legitimate ends of the marital relationship and prevents any reasonable expectation of reconciliation.

Or

3. [Petitioner/Respondent] is guilty of cruel treatment toward [Respondent/Petitioner] of a nature that renders further living together insupportable.

Or

3. [Petitioner/Respondent] has committed adultery.

Findings of Fact—Divorce—Waiting Period

4. Respondent has been finally convicted of or received deferred adjudication for an offense involving family violence as defined by section 71.004 of the Texas Family Code against Petitioner or a member of Petitioner's household.

Or

4. Petitioner has an active protective order under title 4 of the Texas Family Code or an active magistrate's order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure, based on a finding of family violence, against Respondent because of family violence committed during the marriage.

Findings of Fact—SAPCR

Include the following if divorce and conservatorship of child(ren) are involved.

5. At the time of divorce, Petitioner and Respondent were the parents of the following child[ren] under the age of eighteen years: **[name, sex, and birth date of each child]**.

Or

Include the following if the parties are not married and conservatorship of child(ren) is involved.

5. Petitioner and Respondent are the parents of the following child[ren]: **[name, sex, and birth date of each child]**.

Or

Include the following if the parties are not married and parentage and conservatorship of child(ren) are involved.

5. **[Name]** is the biological father of the following child[ren]: **[name, sex, and birth date of each child]**.

6. It is in the best interest of the child[ren] that **[name]** and **[name]** be appointed joint managing conservators of the child[ren] and that **[name]** have the right to designate the child[ren]'s primary residence.

Or

6. It is in the best interest of the child[ren] that **[name]** be appointed the sole managing conservator of the child[ren] and that **[name]** be appointed the possessory conservator of the child[ren].

Include the following if there is a history or pattern of past or present domestic violence.

7. There is credible evidence of a history or pattern of past or present [child neglect/physical abuse/sexual abuse/child neglect and sexual abuse/child neglect and physical abuse/sexual and physical abuse/child neglect, sexual abuse, and physical abuse] by **[name of abusive parent]** directed against **[name[s] of other parent, spouse, or child[ren]]**, and it is not in the best interest of the child[ren] that **[name of abusive parent]** be appointed as the [sole/joint] managing conservator of **[name[s] of child[ren]]**.

Findings of Fact—Possession—Family Code § 153.258

8. The periods of possession comply with the Standard Possession Order.

Or

8. The periods of possession vary from the Standard Possession Order for the following reasons: [list].

And/Or

9. The specific reasons for denying, limiting, or restricting [name of possessory conservator]'s possession of or access to the child[ren] are the following: [list reasons pursuant to Tex. Fam. Code § 153.3171(b)(2)].

And/Or

10. The specific reasons why one or more of the alternative beginning or ending possession times under section 153.317(a) are not in the best interest of the child[ren] are the following: [list reasons pursuant to Tex. Fam. Code § 153.3171(b)(2)].

Include 11. if applicable.

11. The following factors were considered in rendering the possession order for [name of child], who is less than three years of age: [list applicable factors from Tex. Fam. Code § 153.254(a)].

Findings of Fact—Restricted Possession—Family Violence—Family Code § 153.004(d)(1), (d-1)

12. [Name of possessory conservator] should not be allowed access to [name[s] of child[ren]] because [name of possessory conservator] has a history or pattern of committing family violence during the two years preceding the date of the filing of this suit or during the pendency of this suit.

Or

12. **[Name of possessory conservator]** should be allowed access to **[name[s] of child[ren]]** even though **[name of possessory conservator]** has a history or pattern of committing family violence during the two years preceding the date of the filing of this suit or during the pendency of this suit, because awarding **[name of possessory conservator]** access to **[name[s] of child[ren]]** will not endanger the child[ren]'s physical health or emotional welfare and would be in the best interest of the child[ren] and the possession order is designed to protect the safety and well-being of **[name[s] of child[ren]]** and **[name[s] of any other person who has been a victim of family violence committed by possessory conservator]**.

Findings of Fact—Restricted Possession—Sexual Offense—Family Code § 153.004(d)(2), (d–1)

13. **[Name of possessory conservator]** should not be allowed access to **[names[s] of child[ren]]** because **[name of possessory conservator]** has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code and, as a direct result of the conduct, the victim of the conduct became pregnant with **[name of possessory conservator]**'s child.

Or

13. **[Name of possessory conservator]** should be allowed access to **[name[s] of child[ren]]** even though **[name of possessory conservator]** has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code and, as a direct result of the conduct, the victim of the conduct became pregnant with **[name of possessory conservator]**'s child, because awarding **[name of possessory conservator]** access to **[name[s] of child[ren]]** will not endanger the child[ren]'s physical health or emotional welfare and would be in the best interest of the child[ren] and the possession order is designed to protect the safety and well-being of **[name[s] of child[ren]]**.

Findings of Fact—Risk of International Abduction—Family Code §§ 153.501–.503

14. The United States is the country of habitual residence of **[name[s] of child[ren]]**.
15. Credible evidence has been presented that there is a potential risk of the international abduction of **[name[s] of child[ren]]** by Respondent.
16. The Court further finds that:

Select one or more of [a.–l.](#)

- a. Respondent has taken, enticed away, kept, withheld, or concealed **[name[s] of child[ren]]** in violation of Petitioner's right of possession of or access to **[name[s] of child[ren]]**.
- b. Respondent has previously threatened to take, entice away, keep, withhold, or conceal **[name[s] of child[ren]]** in violation of Petitioner's right of possession of or access to **[name[s] of child[ren]]**.
- c. Respondent lacks financial reason to stay in the United States and is **[include as applicable: financially independent/able to work outside the United States/unemployed]**.
- d. Respondent has recently engaged in planning activities that could facilitate the removal of **[name[s] of child[ren]]** from the United States by Respondent, including: **[include as applicable: quitting a job/selling a primary residence/terminating a lease/closing bank accounts/liquidating assets/hiding or destroying documents/applying for a passport or visa or obtaining other travel documents for [Respondent/[name[s] of child[ren]]/Respondent and [name[s] of child[ren]]]/applying to obtain [name[s] of child[ren]]'s birth certificate[s] or school or medical records]**.
- e. Respondent has a history of domestic violence.

- f. Respondent has a criminal history or a history of violating court orders.
- g. Respondent has strong familial, emotional, or cultural ties to another country
[include if applicable: that is not a signatory to or compliant with the Hague Convention on the Civil Aspects of International Child Abduction].
- h. Respondent lacks strong ties to the United States.
- i. Respondent is undergoing a change in status with the United States Immigration and Naturalization Service that would adversely affect Respondent's ability to legally remain in the United States.
- j. Respondent's application for United States citizenship has been denied by the United States Immigration and Naturalization Service.
- k. Respondent has [[forged/presented misleading or false evidence to obtain]
[include as applicable: a visa/a passport/a Social Security card/[specify other identification card[s]]]/made [a] misrepresentation[s] to the United States government].
- l. Respondent has ties to [name of foreign country].

Select (1)–(10) as applicable.

(1) [Name of foreign country] presents obstacles to the recovery and return of a child who is abducted to [name of foreign country] from the United States.

(2) [Name of foreign country] has no legal mechanisms for immediately and effectively enforcing an order regarding the possession of or access to [name[s] of child[ren]] issued by Texas.

(3) **[Name of foreign country]** has local laws or practices that would enable Respondent to **[include as applicable: prevent Petitioner from contacting the child[ren] without due cause/restrict Petitioner from freely traveling to or exiting from [name of foreign country] because of Petitioner's gender, nationality, or religion/restrict [name[s] of child[ren]]'s ability to legally leave [name of foreign country] after [name[s] of child[ren]] reach[es] the age of majority because of [name[s] of child[ren]]'s gender, nationality, or religion]**.

(4) **[Name of foreign country]** is included by the United States Department of State on a list of state sponsors of terrorism.

(5) **[Name of foreign country]** is a country for which the United States Department of State has issued a travel warning to United States citizens regarding travel to the country.

(6) **[Name of foreign country]** has no embassy of the United States in the country.

(7) **[Name of foreign country]** is engaged in active military action or war.

(8) **[Name of foreign country]** is not a party to and compliant with the Hague Convention on the Civil Aspects of International Child Abduction according to the most recent report on compliance issued by the United States Department of State.

(9) **[Name of foreign country]** does not provide for the extradition of a parental abductor and the return of the child[ren] to the United States.

(10) **[Name of foreign country]** poses a risk that the child[ren]'s physical health or safety would be endangered because of **[include as applicable: spe-**

cific circumstances relating to the child[ren]/human rights violations committed against children, including [**include as applicable:** arranged marriages/lack of freedom of religion/child labor/lack of child abuse laws/female genital mutilation/slavery]].

Findings of Fact—Fit-Parent Presumption—Third-Party Conservatorship or Access

17. [**Name of parent**] [has/has not] adequately cared for the child[ren].

Include 18. if applicable.

18. The presumption that [**name of parent**] is a fit parent has been overcome based in part on the following: [**include facts that establish the parent as unfit**].

*Findings of Fact—Grandparent Possession of or Access to Grandchild—Family Code
§ 153.433*

19. At the time of the filing of this request for possession of or access to [**name[s] of grandchild[ren]**], [**name of biological or adoptive parent**] has not had [his/her] parental rights terminated.

20. Denial of possession of or access to the child[ren] by [**name[s] of grandparent[s]**] would significantly impair the child[ren]'s physical health or emotional well-being.

21. [**Name of grandparent requesting access**] is a parent of a parent of the child[ren], and that parent of the child[ren] [has been incarcerated in jail or prison during the three-month period preceding the filing of the petition/has been found by a court to be incompetent/is dead/does not have actual or court-ordered possession of or access to the child[ren]].

Findings of Fact—Child Support—Family Code § 154.130

22. [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.]

23. The net resources of **[name of obligor]** per month are \$**[amount]**.

Include 24. if applicable.

24. The net resources of **[name of obligee]** per month are \$**[amount]**.

Include the following as item 25. if suit was filed before September 1, 2021, or if obligor's net resources are \$1,000 per month or more, regardless of when suit was filed.

25. The percentage applied to the first \$9,200 of **[name of obligor]**'s net monthly resources for child support is **[percent]** percent.

Or

Include the following as item 25. if suit was filed on or after September 1, 2021, and obligor's net resources are less than \$1,000 per month.

25. The percentage applied to **[name of obligor]**'s net resources for child support is **[percent]** percent.

Include 26. if applicable.

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

Findings of Fact—Intentional Unemployment or Underemployment—Family Code § 154.066

27. The actual income of **[name of obligor]** is significantly less than what **[name of obligor]** could earn because of intentional [unemployment/underemployment].

28. The earning potential of **[name of obligor]** is **[\$[amount]]** per [month/year].

Findings of Fact—Wage and Salary Presumption—Family Code § 154.068

29. In the absence of evidence of **[name of obligor]**'s resources, the Court finds that **[name of obligor]** has income equal to the federal minimum wage for a forty-hour week.

Findings of Fact—Factors Considered—Family Code § 154.0655

30. When applying [section 154.066/section 154.068/sections 154.066 and 154.068] of the Texas Family Code, the following factors were taken into consideration in determining **[name of obligor]**'s net resources: **[list all applicable factors; see Tex. Fam. Code § 154.0655]**.

Findings of Fact—Deemed Income—Family Code § 154.067

31. **[\$[amount]]** per [month/year] is deemed income attributable to **[specify asset(s) not currently producing income]**, which has been considered in determining **[name of obligor]**'s net resources available for child support.

Findings of Fact—Disabled Obligor—Family Code § 154.132

32. **[Name of obligor]** has a disability and the child[ren] receive[s] benefits as a result of **[name of obligor]**'s disability in the amount of **[\$[amount]]** per month.

Findings of Fact—Health Insurance Coverage—Family Code § 154.182

33. Health insurance coverage is available for the child[ren] at a reasonable cost through **[[name of obligor]/[name of obligee]]**'s [employment/membership in a union, trade association, or other organization].

And/Or

34. Health insurance coverage is available to **[[name of obligor]/[name of obligee]]** for the child[ren] at a reasonable cost from **[identify source other than those identified in Tex. Fam. Code § 154.182(b)(1)]**.

Or

35. Health insurance is not available to **[name of obligor]** or **[name of obligee]** for the child[ren] at a reasonable cost.

Include 36. if applicable.

36. **[Name of obligor]**'s annual resources are \$**[amount]**, justifying cash medical child support in the amount of \$**[amount]** per [month/year] **[include as applicable: , as calculated in accordance with Tex. Fam. Code § 154.062(b)]**.

Include 37. if applicable.

37. Good cause exists to deviate from the health care coverage priorities specified in Texas Family Code section 154.182, including the following: **[specify all reasons establishing good cause]**.

Findings of Fact—Dental Insurance Coverage—Family Code § 154.1825

38. Dental insurance coverage is available for the child[ren] at a reasonable cost through **[[name of obligor]/[name of obligee]]**'s [employment/membership in a union, trade association, or other organization].

And/Or

39. Dental insurance coverage is available to **[[name of obligor]/[name of obligee]]** for the child[ren] at a reasonable cost from **[identify source other than those identified in Tex. Fam. Code § 154.1825(c)(1)]**.

Include 40. if applicable.

40. Good cause exists to deviate from the dental care coverage priorities specified in Texas Family Code section 154.1825, including the following: **[specify all reasons establishing good cause]**.

Findings of Fact—Retroactive Child Support—Family Code § 154.131

41. The net resources of **[name of obligor]** for the following periods were: **[include all relevant periods under consideration]**.

\$**[amount]** per month from the date of the birth of the child through **[date]**

\$**[amount]** per month from **[date]** to **[date]**

\$**[amount]** per month from **[date]** to **[date]**

42. The mother of the child[ren] **[attempted/did not attempt]** to notify **[name of obligor]** of his paternity or probable paternity.

43. **[Name of obligor]** **[had/did not have]** knowledge of his paternity or probable paternity.

44. The order of retroactive child support **[will/will not]** impose an undue financial hardship on **[name of obligor]** or **[name of obligor]**'s family.

45. **[Name of obligor]** **[has/has not]** provided actual support or other necessities before this suit was filed.

Include 46. and/or 47. if applicable.

46. **[Name of obligor]** knew or should have known he was the father of the child[ren].

47. **[Name of obligor]** sought to avoid the establishment of a child support obligation to the child[ren].

Findings of Fact—Spousal Maintenance—Family Code §§ 8.051–.054

48. **[Name of obligee]** will lack sufficient property, including [his/her] separate property, on dissolution of the marriage to provide for [his/her] minimum reasonable needs.

49. **[Name of obligor]** [was convicted of/received deferred adjudication for] a criminal offense that also constitutes an act of family violence under title 4 of the Texas Family Code that was committed during the marriage against **[name of obligee]/[name[s]], [a] child[ren] of [name of obligee]/[name of obligee] and [name[s]], [a] child[ren] of [name of obligee]]**, and the offense occurred [within two years of **[date suit filed]**]/during the pendency of the suit].

Or

49. The duration of the marriage was ten years or longer, and **[name of obligee]** lacks the ability to earn sufficient income to provide for [his/her] minimum reasonable needs.

Or

49. **[Name of obligee]** is unable to earn sufficient income to provide for [his/her] minimum reasonable needs because of an incapacitating [physical/mental] disability.

Or

49. **[Name of obligee]** is the custodian of **[name[s] of child[ren]]**, who require[s] substantial care and personal supervision because of a [physical/mental] disability that prevents **[name of obligee]** from earning sufficient income to provide for [his/her] minimum reasonable needs.

50. **[Name of obligee]** has an ongoing incapacitating [physical/mental] disability.

Or

50. **[Name of obligee]** has exercised diligence in earning sufficient income to provide for [his/her] minimum reasonable needs.

Or

50. **[Name of obligee]** has exercised diligence in developing the necessary skills to provide for **[his/her]** minimum reasonable needs during a period of separation and during the time the suit for dissolution of marriage was pending.

51. The following factors were taken into consideration in determining the nature, amount, duration, and manner of periodic payments: **[list factors; see Tex. Fam. Code § 8.052]**.

52. **[Name of obligee]** and **[name of obligor]** were married for at least ten years but not more than twenty years.

Or

52. **[Name of obligee]** and **[name of obligor]** were married for at least twenty years but not more than thirty years.

Or

52. **[Name of obligee]** and **[name of obligor]** were married for thirty years or more.

Select **53.**–**55.** as applicable.

53. **[Name of obligee]**'s ability to provide for **[his/her]** minimum reasonable needs is substantially or totally diminished because of a **[physical/mental]** disability.

54. **[Name of obligee]**'s ability to provide for **[his/her]** minimum reasonable needs is substantially or totally diminished because of duties as the custodian of **[name[s] of child[ren]]**.

55. **[Name of obligee]**'s ability to provide for **[his/her]** minimum reasonable needs is substantially or totally diminished because of **[any other compelling impediment]**.

56. The net resources of **[name of obligor]** per month are **[\$amount]**.

Request for findings on division of the marital estate must be made within twenty days of the order.

Findings of Fact—Division of the Marital Estate—Premarital Agreement—Family Code

§§ 4.002, 4.006

57. Before the marriage, Petitioner and Respondent entered into a premarital agreement on [date].

Include the following if validity of the agreement is in issue.

58. [Name of party contesting agreement] [signed/did not sign] the premarital agreement voluntarily.

And/Or

59. The premarital agreement [was/was not] unconscionable when signed.

And

60. Before signing the premarital agreement, [name of party contesting agreement] [was/was not] provided a fair and reasonable disclosure of the [property/financial obligations/property and financial obligations] of [name of other party].

And

61. Before signing the premarital agreement, [name of party contesting agreement] [did/did not] voluntarily and expressly waive, in writing, any right to disclosure of the [property/financial obligations/property and financial obligations] of [name of other party] beyond the disclosures provided.

And

62. Before signing the premarital agreement, [name of party contesting agreement] [did not have, and reasonably could not have had,/had/reasonably could have had] adequate

knowledge of the [property/financial obligations/property and financial obligations] of [**name of other party**].

Findings of Fact—Division of Marital Estate—Marital Property Agreement—Family Code
§§ 4.102, 4.105

63. During the marriage, Petitioner and Respondent entered into a marital property agreement on [**date**].

Include the following if validity of the agreement is in issue.

64. [**Name of party contesting agreement**] [signed/did not sign] the marital property agreement voluntarily.

And/Or

65. The marital property agreement [was/was not] unconscionable when signed.

And

66. Before execution of the marital property agreement, [**name of party contesting agreement**] [was/was not] provided a fair and reasonable disclosure of the [property/financial obligations/property and financial obligations] of [**name of other party**].

And

67. Before execution of the marital property agreement, [**name of party contesting agreement**] [did/did not] voluntarily and expressly waive, in writing, any right to disclosure of the [property/financial obligations/property and financial obligations] of [**name of other party**] beyond the disclosures provided.

And

68. Before execution of the marital property agreement, [**name of party contesting agreement**] [did not have, and reasonably could not have had,/had/reasonably could have had]

adequate knowledge of the [property/financial obligations/property and financial obligations] of [name of other party].

Findings of Fact—Division of the Marital Estate—Agreement to Convert Separate Property to Community Property—Family Code §§ 4.202, 4.205

69. During the marriage, Petitioner and Respondent entered an agreement on [date] that provided that [all/part of] the separate property owned by [Petitioner/Respondent/Petitioner and Respondent] be converted to community property.

Select one or both of the following.

70. Pursuant to the agreement, the following separate property of Petitioner was converted to community property: [list property and values].

And/Or

71. Pursuant to the agreement, the following separate property of Respondent was converted to community property: [list property and values].

Include the following if validity of the agreement is in issue.

72. [Name of party contesting agreement] [signed/did not sign] the agreement voluntarily.

And/Or

73. [Name of party contesting agreement] [received/did not receive] a fair and reasonable disclosure of the legal effect of converting the property to community property.

If the request for findings of fact and conclusions of law specifically requested findings pursuant to [Tex. Fam. Code § 6.711](#), include the following.

Findings of Fact—Division of the Marital Estate—Family Code § 6.711

74. During the marriage, Petitioner and Respondent acquired the following property other than by gift or inheritance with the values shown: **[list property and values]**.

75. Before the marriage of the parties, Petitioner owned the following property with the values shown: **[list property and values]**.

76. Before the marriage of the parties, Respondent owned the following property with the values shown: **[list property and values]**.

77. During the marriage, Petitioner received the following property from the estate of **[name of decedent]** with the values shown: **[list property and values]**.

78. During the marriage, Respondent received the following property from the estate of **[name of decedent]** with the values shown: **[list property and values]**.

79. During the marriage, Petitioner received the following property as a gift from **[name of donee]** with the values shown: **[list property and values]**.

80. During the marriage, Respondent received the following property as a gift from **[name of donee]** with the values shown: **[list property and values]**.

81. During the marriage, Respondent spent \$**[amount]** in gifts to and entertainment of a young **[woman/man]** whom **[he/she]** was dating.

82. During the marriage, **[name]** made gifts to **[his/her]** child~~ren~~ by a prior marriage in the aggregate sum of \$**[amount]**.

Include the following if one or both separate estates and the community estate contributed to the down payment on real property.

83. **[Name]** paid a down payment of \$**[amount]** on **[date]** for the real property located at **[address, city, state]**.

Repeat as necessary and continue with the following.

84. The community estate paid a down payment of \$[**amount**] in community monies on [date] for the real property located at [address, city, state].

Continue with the following.

85. The following are liabilities incurred during the marriage: [list each creditor and amount owed as of a given date].

86. The following are liabilities of [name]: [list each creditor and amount owed as of a given date].

Findings of Fact—Division of the Marital Estate—Reimbursement Claims

87. The [community estate/separate estate of [name]] paid \$[amount] toward the unsecured liabilities of the [community estate/separate estate of [name]].

88. [Name] received \$[amount] less in compensation than [he/she] should have for [his/her] time, toil, talent, and effort from [name of business entity], which is a business entity under [his/her] control and direction.

89. [Name] received benefits of \$[amount] from the use and enjoyment of the [real property located at [address, city, state]/[describe property]].

The following examples suggest findings only for reimbursement claims based on reduction of secured debt not involving refinancing. Findings for claims based on capital improvements other than by incurring debt and findings regarding off-sets to claims are not included.

Include as applicable for real or personal property secured by a lien.

90. The [real property located at [address, city, state]/[describe property]] was owned by [name] before marriage.

91. The principal amount of the debt secured by a lien on the [real property located at [address, city, state]/[describe property]] on [date of marriage] was \$[amount].

92. The principal amount of the debt secured by a lien on the [real property located at [address, city, state]/[describe property]] on [date of divorce] was \$[amount].

93. The total amount of reduction of the principal amount of the debt secured by a lien on the [real property located at [address, city, state]/[describe property]] by the [name of contributing estate] was \$[amount].

And/Or

94. The [real property located at [address, city, state]/[describe property]] was received by [name] by gift, devise, or descent on [date].

95. The principal amount of the debt secured by a lien on the [real property located at [address, city, state]/[describe property]] on [date property was received] was \$[amount].

96. The principal amount of the debt secured by a lien on the [real property located at [address, city, state]/[describe property]] on [date of divorce] was \$[amount].

97. The total amount of reduction of the principal amount of the debt secured by a lien on the [real property located at [address, city, state]/[describe property]] by the [name of contributing estate] was \$[amount].

And/Or

98. The principal amount of the debt incurred during marriage for the acquisition of, or capital improvements to, the [real property located at [address, city, state]/[describe property]] secured by a lien on the [real property located at [address, city, state]/[describe property]] was \$[amount].

99. The principal amount of the debt secured by a lien on the [real property located at [address, city, state]/[describe property]] on [date of divorce] was \$[amount].

100. The total amount of reduction of the principal amount of the debt secured by a lien on the [real property located at [address, city, state]/[describe property]] by the [name of contributing estate] was \$[amount].

And/Or

101. The principal amount of the debt incurred during marriage, secured by a lien on the [real property located at [address, city, state]/[describe property]] belonging to [name] for which the creditor agreed to look for repayment solely to the separate marital property of the spouse on whose property the lien attached was \$[amount].

102. The principal amount of the debt secured by a lien on the [real property located at [address, city, state]/[describe property]] on [date of divorce] was \$[amount].

103. The total amount of reduction of the principal amount of the debt secured by a lien on the [real property located at [address, city, state]/[describe property]] by the [name of contributing estate] was \$[amount].

Continue with the following.

104. The amount of the claim for reimbursement by the [name of contributing estate] on [date of divorce] was \$[amount].

Findings of Fact—Division of the Marital Estate—Fraud on the Community—Family Code
§ 7.009

105. [Name] improperly [dissipated/depleted] community property assets valued at approximately \$[amount] without [name]’s knowledge or consent.

106. [Name] misused community property assets valued at approximately \$[amount] without [name]’s knowledge or consent.

107. [Name] wasted community property assets valued at approximately \$[amount] without [name]’s knowledge or consent.

108. [Name] wrongfully conveyed community property valued at approximately \$[amount] to [a third party/an entity] without [name]’s knowledge or consent.

109. [Name] knowingly made a material representation to [name] that was false and/or made it recklessly without any knowledge of its truth, with the intent that [name] should rely on it, and [name] relied on it to the detriment of the community estate in the approximate amount of \$[amount].

110. The value of the reconstituted community estate is \$[amount].

Division of the Marital Estate—Factors Considered in Just and Right Division

111. The Court took into consideration the following factors in making a determination of a just and right division: [list factors].

Findings of Fact—Modification of Conservatorship or Periods of Possession—Family Code § 156.101

112. The modification of conservatorship [is/is not] in the best interest of the child[ren].

113. The circumstances of [[name of party]/[name of child]] [have/have not] materially and substantially changed since [date that is earlier of rendition of order or signing of mediated settlement agreement or collaborative law agreement on which order is based].

Or

113. [**Name of child**], who is at least twelve years of age, [has/has not] expressed to the Court in chambers the name of the person who is the child's preference to have the exclusive right to designate the primary residence of the child.

Or

113. [**Name**], the conservator who has the exclusive right to designate the primary residence of the child[ren], [has/has not] voluntarily relinquished the primary care and possession of the child[ren] to [**name**] for at least six months.

Findings of Fact—Modification of Child Support—Family Code § 156.401

114. The circumstances of [[**name of party**]/[**name of child**]] [have/have not] materially and substantially changed since [**date that is earlier of rendition of order or signing of mediated settlement agreement or collaborative law agreement on which order is based**].

Or

114. It [has/has not] been three years since the date the order was rendered or last modified.

Include 115. if second alternative item 114. was used.

115. The monthly amount of the child support under the order [differs/does not differ] by 20 percent or \$100 from the amount that would be awarded in accordance with the child support guidelines.

Findings of Fact—Accelerated Child Support—Family Code § 154.015

116. [**Name of deceased obligor**] was the obligor in a child support order signed on [**date**].

117. Under the [date] child support order, [name of deceased obligor] was ordered to pay periodic monthly child support to [name of obligee] in the amount of \$[amount] per month. **[Revise as necessary to reflect step-down provisions for multiple children.]**

118. [Name of deceased obligor] was the obligor on a medical support order signed on [date].

119. Under the [date] medical support order, [name of deceased obligor] was ordered to pay health [include if applicable: and dental] insurance premiums for the benefit of the child[ren] in the amount of \$[amount] per month. **[Include additional findings if policy covers children other than those the subject of the suit. See Tex. Fam. Code § 154.182(b–1), (d).]**

120. [Name of deceased obligor] died on [date].

121. [Name of child] will be eighteen years of age on [date].

122. The amount of periodic monthly child support subject to acceleration is \$[amount of monthly child support *multiplied by* number of months from date of obligor's death until child becomes eighteen]. **[Revise as necessary to reflect step-down provisions for multiple children.]**

123. The amount of health [include if applicable: and dental] insurance premiums for the benefit of the child[ren] subject to acceleration is \$[amount of monthly health insurance premiums *multiplied by* number of months from date of obligor's death until youngest child becomes eighteen]. **[Revise as necessary if policy covers children other than those the subject of the suit.]**

124. A discount rate of [percent] percent should be used to determine present value of child support and medical support.

125. The child[ren] [is/are] entitled to receive the following benefits as a result of the obligor's death: **[list each benefit and amount of benefit]**.

126. The following financial resources are available for the support of the child[ren]: **[list nature of each financial resource and amount of resource available]**.

Include the following if applicable.

127. Obligee is due a judgment for accelerated periodic monthly child support in the amount of \$**[[amount of periodic monthly child support subject to acceleration *minus* [benefits received by child[ren] as result of obligor's death *plus* financial resources available for support of child[ren]]] multiplied by discount rate]**.

128. Obligee is due a judgment for accelerated health **[include if applicable: and dental]** insurance premiums in the amount of \$**[amount of premiums subject to acceleration *multiplied by discount rate*]**.

Findings of Fact—Bill of Review

129. Petitioner failed to allege sworn facts [and/or] to establish facts sufficient to constitute a meritorious defense to the original judgment.

Or

129. Petitioner established facts sufficient to constitute a meritorious defense to the original judgment.

130. Petitioner failed to establish that the prior judgment was rendered as the result of fraud, accident, or mistake of the opposite party.

Or

130. Petitioner established that the prior judgment was rendered as the result of fraud, accident, or mistake of the opposite party.

131. Petitioner failed to establish that the fraud, accident, or mistake was unmixed with any fault or negligence of [his/her] own.

Or

131. Petitioner established that the fraud, accident, or mistake was unmixed with any fault or negligence of [his/her] own.

Findings of Fact as Conclusions of Law

132. Any finding of fact that is a conclusion of law shall be deemed a conclusion of law.

Conclusions of Law—Divorce

1. The Original Petition for Divorce filed by [name] and the counterclaim for divorce filed by [name] are in due form and contain all the allegations required by law.

2. This Court has jurisdiction of the parties [include if applicable: , of the child[ren],] and of the subject matter of this case.

3. All legal prerequisites to granting a divorce have been met.

4. The divorce is granted on the ground of insupportability.

Or

4. The divorce is granted in favor of [name] on the ground of [cruelty/adultery].

Conclusions of Law—Conservatorship

5. [Name] and [name] should be named joint managing conservators of the child[ren] with the rights and duties stated in the judgment, and [name] should be named as the conservator with the right to designate the child[ren]'s primary residence.

Or

5. **[Name of managing conservator]** should be named sole managing conservator of **[name[s] of child[ren]]**, and **[name of possessory conservator]** should be named possessory conservator of **[name[s] of child[ren]]**.

Conclusions of Law—Possession/Supervised Possession

6. **[Name of possessory conservator]** is entitled to periods of possession with **[name[s] of child[ren]]** pursuant to the Standard Possession Order.

Or

6. **[Name of possessory conservator]** is not entitled to access to **[name[s] of child[ren]]**.

Or

6. **[Name of possessory conservator]** is entitled to supervised periods of possession with **[name[s] of child[ren]]** under the terms and conditions set forth in the order.

Or

6. Deviation from the standard possession order is in the best interest of the child[ren].

Include 7. if applicable.

7. Alternative beginning and/or ending times for possession [are/are not] in the best interest of the child[ren].

Conclusions of Law—Fit-Parent Presumption

8. **[Name of parent]** [is/is not] a fit parent.

9. **[Name of parent]** [is/is not] entitled to application of the fit-parent presumption.

Conclusions of Law—Grandparent Possession of or Access to Grandchild

10. **[Name of grandparent requesting access]** is entitled to access to **[name[s] of child[ren]]**.

Conclusions of Law—Child Support

11. **[Name of obligor]** should pay child support in the amount of \$**[amount]** per month.

Conclusions of Law—Health Insurance Coverage

12. **[[Name of obligor]/[name of obligee]]** should provide, as additional child support, health insurance coverage for the child[ren] through **[[name of obligor]/[name of obligee]]**'s [employment/membership in a union, trade association, or other organization/**[other source]**].

Or

12. **[Name of obligor]** should pay **[name of obligee]**, as additional child support, the amount of \$**[amount]** per month as cash medical support, which amount does not exceed a reasonable cost to **[name of obligor]**.

Include **13.** if obligee is to provide insurance.

13. **[Name of obligor]** should pay **[name of obligee]**, as additional child support, the amount of \$**[amount—actual cost of health insurance for the child(ren)]** per month, which amount does not exceed a reasonable cost to **[name of obligor]**.

Conclusions of Law—Dental Insurance Coverage

14. **[[Name of obligor]/[name of obligee]]** should provide, as additional child support, dental insurance coverage for the child[ren] through **[[name of obligor]/[name of obligee]]**'s [employment/membership in a union, trade association, or other organization/**[other source]**].

Include 15. if obligee is to provide insurance.

15. **[Name of obligor]** should pay **[name of obligee]**, as additional child support, the amount of \$**[amount—actual cost of dental insurance for the child(ren)]** per month, which amount does not exceed a reasonable cost to **[name of obligor]**.

Conclusions of Law—Retroactive Child Support

16. Retroactive child support exceeding the total amount of support that would have been due for the four years preceding **[date petition seeking support was filed]** **[is/is not]** reasonable and **[is/is not]** in the best interest of the child**[ren]**.

Conclusions of Law—Spousal Maintenance

17. **[Name of obligor]** should pay spousal maintenance in the amount of \$**[amount]** per month.

Conclusions of Law—Division of Marital Estate—Property Agreements

18. The premarital agreement executed by Petitioner and Respondent on **[date]** **[is/is not]** a valid and enforceable agreement.

19. The marital property agreement executed by Petitioner and Respondent on **[date]** **[is/is not]** a valid and enforceable agreement.

20. The agreement to convert separate property to community property executed by Petitioner and Respondent on **[date]** **[is/is not]** a valid and enforceable agreement.

21. All the property belongs to the community estate except the following, which belongs to the parties' separate estates:

Petitioner's separate estate: **[list property]**.

Respondent's separate estate: **[list property]**.

22. The division of the property of Petitioner and Respondent effected by the final judgment is just and right, having due regard for the rights of each party **[include if applicable: and the child[ren] of the marriage]**, irrespective of the characterization of any item of property as either community or separate.

Conclusions of Law—Division of Marital Estate—Reimbursement

23. The [community estate/separate estate of **[name]**] has the following claims for reimbursement against the [community estate/separate estate of **[name]**]: **[list]**.

24. As part of a just and right division of the assets and liabilities of the marriage, **[name]** is awarded a claim for reimbursement in the amount of \$**[amount]**.

Conclusions of Law—Fraud on the Community

25. As spouses, **[name]** and **[name]** had a fiduciary relationship during their marriage.

26. **[Name]** committed constructive fraud against the community estate.

27. **[Name]** committed actual fraud against the community estate.

Conclusions of Law—Modification of Conservatorship

28. The modification of conservatorship [is/is not] in the best interest of the child[ren].

Conclusions of Law—Modification of Possession/Supervised Possession

29. The modification of possession [is/is not] in the best interest of the child[ren].

Conclusions of Law—Accelerated Child Support

30. **[Name of deceased obligor]**'s child support obligation [has/has not] been satisfied.

Include 31. if applicable.

31. **[Name of obligee]** is entitled to a judgment for accelerated child support in the amount of \$**[amount]**.

32. **[Name of deceased obligor]**'s obligation to pay health **[include if applicable: and dental]** insurance premiums **[has/has not]** been satisfied.

Include 33. if applicable.

33. **[Name of obligee]** is entitled to a judgment for accelerated health **[include if applicable: and dental]** insurance premiums in the amount of \$**[amount]**.

Conclusions of Law—Bill of Review

34. Petitioner failed to overcome the procedural and substantive impediments necessary for **[him/her]** to prevail on a bill of review.

Or

34. Petitioner overcame the procedural and substantive impediments necessary for **[him/her]** to prevail on a bill of review.

SIGNED on _____.

JUDGE PRESIDING

Form 26-14

Include the following notice if a minor is named in the caption or if the request contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Request for Additional or Amended Findings of Fact and
Conclusions of Law**

[Name of movant], **[party designation]**, requests the Court to make the following additional findings of fact and conclusions of law in accordance with rule 298 of the Texas Rules of Civil Procedure. This request is filed within ten days of the date on which the Court's Findings of Fact and Conclusions of Law were filed.

Select as applicable.

The following factual and legal issues were not addressed by the Findings of Fact and Conclusions of Law filed on **[date]**: **[list all additional findings and conclusions requested]**.

And/Or

The following findings of fact or conclusions of law should be amended for the following reasons: **[list all findings and conclusions for which amendment is requested]**.

Continue with the following.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 26-15

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Judgment Nunc Pro Tunc

This Motion for Judgment Nunc Pro Tunc is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. A final judgment was signed in this case on **[date]**.
2. The judgment signed is incorrect because of the following clerical mistakes in the record: **[specify the clerical mistakes in the record or decree to be corrected]**.

[Name of movant] prays that the Court grant the Motion for Judgment Nunc Pro Tunc.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 26-16

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Judgment Nunc Pro Tunc

On **[date]** the Court considered the Motion for Judgment Nunc Pro Tunc of **[name of movant]**.

IT IS ORDERED that a Judgment Nunc Pro Tunc be entered as follows: **[recite entire judgment nunc pro tunc]**.

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO FORM:

[Name]
Attorney for **[name]**

[Name]
Attorney for **[name]**

Form 26-17

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Modify, Correct, or Reform Judgment

This Motion to Modify, Correct, or Reform Judgment is brought by [name of movant], [party designation], who shows in support:

1. This motion is presented within the time allowed by law on postjudgment motions, the judgment in this case having been rendered on [date].
2. It was improper for the Court to enter orders that [set forth each deficiency in the judgment and the specific wording of the modification or correction being requested].

The following paragraph is an example.

Page [number] of [number] of the [decree/judgment] states that [set forth what the decree or judgment provides]. This language directly conflicts with the [parties' agreement/Court's ruling], which states as follows: [set out language of the agreement or ruling]. Accordingly, the [judgment/decree] should be modified as follows: [set forth the specific modification being requested].

[Name of movant] prays that the Court grant the Motion to Modify, Correct, or Reform Judgment.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 26-18

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Modify, Correct, or Reform Judgment

On [date] the Court considered the Motion to Modify, Correct, or Reform Judgment of [name of movant].

Select as applicable.

IT IS ORDERED that the Motion to Modify, Correct, or Reform Judgment is denied.

Or

The Court finds that the [name of order] rendered on [date] was erroneous in that it failed to correctly reflect the [parties' agreement/Court's ruling] and that the Motion to Modify, Correct, or Reform Judgment was filed within thirty days of the date the Court signed the original order.

IT IS ORDERED that the Motion to Modify, Correct, or Reform Judgment is granted and that an [Amended Decree of Divorce/Amended Order on Suit Affecting the Parent-Child Relationship] should be entered in the form as attached hereto as Exhibit [exhibit number/letter]. [Specify any other relief.]

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO FORM:

[Name]
Attorney for [name]

[Name]
Attorney for [name]

Form 26-19

A copy of this request should be filed with the clerk of the trial court. See [Tex. R. App. P. 34.6\(b\)\(2\)](#). Depending on local practice, the request may be served via e-filing or e-mailed to the court reporter rather than mailed.

A copy of the notice of appeal must be delivered to each court reporter responsible for preparing the reporter's record. [Tex. R. App. P. 25.1\(e\)](#).

Include the following notice if a minor is named in the style of the case or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

Request to Court Reporter to Prepare Reporter's Record

[Date]

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
[Name and address of court reporter]

Re: **Written Request for Reporter's Record**
[Cause number & style of case]
[Designation of trial court]

[Salutation]

Appellant, [name of appellant], has filed a Notice of Appeal in this case from the [name of order being appealed] signed on [date] by [name of judge and court] to the [number] Court of Appeals in [location].

Pursuant to rule 34.6 of the Texas Rules of Appellate Procedure, I am formally requesting that you prepare an original of the reporter's record, with exhibits, for the following:

1. [Hearing/Trial] held on [date[s]].

Continue listing items as needed.

I specifically request that you include [**designate parts of statement of facts (e.g., voir dire, opening and closing arguments, testimony of all witnesses, and charge conference) and exhibits**]. [**Include if seeking only a limited appeal:** Appellant requests a partial reporter's record for the presentation of the following issues on appeal: [**list points or issues to be presented**].]

Please advise me immediately if you encounter problems with the preparation of this record, including the loss or inaudibility of any testimony or argument or the loss of any exhibits admitted or excluded. **If, in preparing the reporter's record, you have original exhibits that cannot be released to the court of appeals without an order from the trial court, please advise me immediately, and I will submit the appropriate motion and order to the trial court for consideration.**

Please contact me on receipt of this letter to discuss the anticipated preparation time you will require. [At that time, please also let me know the fee or deposit you will require to prepare this record, and I will make prompt arrangements for payment of that amount./ Pursuant to our telephone conversation, enclosed is my firm check in the amount of \$[**amount**].] Once the reporter's record is completed, please let me know the balance due, if any, and I will make prompt arrangements for payment of that amount.

Include one of the following paragraphs.

The Notice of Appeal was filed with the Court on [**date**]. The [**name of order being appealed**] was signed on [**date**]. Pursuant to rule 35.1 of the Texas Rules of Appellate Procedure, the reporter's record must be filed with the [**number**] Court of Appeals at [**city**] on or before [**date within 60 days after order signed**].

Or

The Notice of Appeal was filed with the Court on [date]. The [name of order being appealed] was signed on [date]. Because a [Request for Findings of Fact and Conclusions of Law that [are required by the Texas Rules of Civil Procedure/are not required but could properly be considered by the appellate court]/Motion for New Trial/Motion to Modify, Correct, or Reform the Judgment] was filed, rule 26.1(a) of the Texas Rules of Appellate Procedure applies and, pursuant to rule 35.1(a) of the Texas Rules of Appellate Procedure, the reporter's record must be filed with the [number] Court of Appeals at [city] on or before [date within 120 days after order signed].

Or

The Notice of Appeal was filed with the Court on [date]. The [name of order being appealed] was signed on [date]. Because this is an accelerated appeal, rule 26.1(b) of the Texas Rules of Appellate Procedure applies and, pursuant to rule 35.1(b) of the Texas Rules of Appellate Procedure, the reporter's record must be filed with the [number] Court of Appeals at [city] on or before [date within 10 days after notice of appeal filed].

Or

The Notice of Appeal was filed with the Court on [date]. The [name of order being appealed] was signed on [date]. Because this is a restricted appeal, rule 26.1(c) of the Texas Rules of Appellate Procedure applies and, pursuant to rule 35.1(c) of the Texas Rules of Appellate Procedure, the reporter's record must be filed with the [number] Court of Appeals at [city] on or before [date within 30 days after notice of appeal filed].

Continue with the following.

If you are unable to complete the reporter's record in time to file it as required, please notify the appellate court clerk of your estimate of when the record will be filed and send me a copy of your notice to the clerk.

By copy of this letter, I am notifying all other parties [**include if applicable:** through their counsel of record] of this request. I will also file the original of this letter with the clerk of this Court. If you have any questions, please feel free to call me.

Thank you in advance for your cooperation and assistance with this matter.

Sincerely yours,

[Name of attorney]

Enc.: Notice of Appeal
[check]

c: [name of opposing counsel]
[District/County] Clerk
Trial Court Clerk

Form 26-20 is reserved.

Form 26-21

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Clerk's Record

TO THE CLERK OF THE COURT:

[Petitioner/Respondent], [name], has filed a Notice of Appeal in this case from the [name of order being appealed] signed on [date] by [name of judge and court] to the [number] Court of Appeals at [city].

Pursuant to rule 34.5 of the Texas Rules of Appellate Procedure, [Petitioner/Respondent], [name], requests the clerk of the Court to prepare a record of these proceedings and forward the transcript to the [number] Court of Appeals at [city]. Specifically, [Petitioner/Respondent], [name], requests the following documents be included in the record:

The following are examples of documents that may be requested. Select only those that are appropriate. It may be appropriate to request other documents not listed here.

- Original Petition filed on **[date]**
- Citation
- Return of Citation
- Original Answer filed on **[date]**
- Final Decree of Divorce signed on **[date]**
- Request for Findings of Fact and Conclusions of Law, including any reminders, amended requests, and additional requests
- Findings of Fact and Conclusions of Law filed by the court, if any, including amended or additional findings or conclusions
- Motion for New Trial filed on **[date]**
- Order Denying Motion for New Trial signed on **[date]**
- Notice of Appeal filed on **[date]**
- Request for Clerk's Record filed on **[date]**
- Request to Court Reporter to Prepare Reporter's Record filed on **[date]**
- The Court's Docketing Sheet
- A certified Bill of Costs, including the cost of preparing the clerk's record, showing credits for payments made

If a deposit is required, please inform me, and I will take the necessary steps to remit the deposit to you.

Include one of the following paragraphs.

The Notice of Appeal was filed with the Court on **[date]**. The **[name of order being appealed]** was signed on **[date]**. Pursuant to rule 35.1 of the Texas Rules of Appellate Procedure, the clerk's record must be filed with the **[number]** Court of Appeals at **[city]** on or before **[date within 60 days after order signed]**.

Or

The Notice of Appeal was filed with the Court on **[date]**. The **[name of order being appealed]** was signed on **[date]**. Because a [Request for Findings of Fact and Conclusions of Law that [are required by the Texas Rules of Civil Procedure/are not required but could prop-

erly be considered by the appellate court]/Motion for New Trial/Motion to Modify, Correct, or Reform the Judgment] was filed, rule 26.1(a) of the Texas Rules of Appellate Procedure applies and, pursuant to rule 35.1(a) of the Texas Rules of Appellate Procedure, the clerk's record must be filed with the [number] Court of Appeals at [city] on or before [date within 120 days after order signed].

Or

The Notice of Appeal was filed with the Court on [date]. The [name of order being appealed] was signed on [date]. Because this is an accelerated appeal, rule 26.1(b) of the Texas Rules of Appellate Procedure applies and, pursuant to rule 35.1(b) of the Texas Rules of Appellate Procedure, the clerk's record must be filed with the [number] Court of Appeals at [city] on or before [date within 10 days after notice of appeal filed].

Or

The Notice of Appeal was filed with the Court on [date]. The [name of order being appealed] was signed on [date]. Because this is a restricted appeal, rule 26.1(c) of the Texas Rules of Appellate Procedure applies and, pursuant to rule 35.1(c) of the Texas Rules of Appellate Procedure, the clerk's record must be filed with the [number] Court of Appeals at [city] on or before [date within 30 days after notice of appeal filed].

Continue with the following.

[Name]

Attorney for [name]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name**]

Form 26-22

This motion may be adapted for use at earlier stages of a proceeding.

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Withdraw [Exhibits/Documents]

This Motion to Withdraw [Exhibits/Documents] is brought by [name], [party designation], who shows in support:

1. Final judgment has been entered in this case, and there is no necessity for the exhibits introduced into evidence to remain with the Court.

Select as applicable.

2. Many of the exhibits contain financial information needed by [name of movant].
3. Several of the exhibits are items of personal and sentimental value that [name of movant] wishes returned.
4. Neither party intends to appeal the judgment.

Include other factual grounds to support the motion.

Continue with the following.

[Name of movant] prays that the Court grant the Motion to Withdraw [Exhibits/Documents] as follows: [list exhibit numbers].

[Name]
 Attorney for [name of movant]
 State Bar No.:
 [E-mail address]
 [Address]
 [Telephone]
 [Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
 in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
 Attorney for [name of movant]

Form 26-23

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Withdraw [Exhibits/Documents]

On **[date]** the Court considered the Motion to Withdraw [Exhibits/Documents] of **[name of movant]**.

IT IS ORDERED that the exhibits admitted into evidence in this case be withdrawn.

IT IS FURTHER ORDERED that the court reporter shall return to each party the [exhibits/documents] admitted into evidence by that party as follows: **[for each party, list exhibits/documents to be withdrawn]**.

SIGNED on _____.

JUDGE PRESIDING

Form 26-24

Include the following notice if a minor is named in the caption or if the motion contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Seal Court Records

This Motion to Seal Court Records is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. This is an action originally arising out of the Texas Family Code, and the documents filed in this case are not subject to the standards for sealing court records set forth in rule 76a of the Texas Rules of Civil Procedure.

2. The sealing of the records in this action will not have an adverse effect on the public health or safety, and the records do not involve matters that should be available to the general public.

[Name of movant] requests that the records in this case be sealed.

[Name of movant] prays that the Court grant the Motion to Seal Court Records.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for **[name of movant]**

Form 26-25

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Seal Court Records

On **[date]** the Court considered the Motion to Seal Court Records brought by **[name of movant]**.

IT IS ORDERED that all documents bearing Cause No. **[number]** and styled “**[style of case]**” are sealed, except those documents that are required by law to be recorded in the minutes of the Court. The documents shall not be opened or released except on appropriate court order.

SIGNED on _____.

JUDGE PRESIDING

Form 26-26

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Appeal

This Notice of Appeal is filed by **[name]**, [Petitioner/Respondent], a party to this proceeding who seeks to alter the trial court's judgment or other appealable order.

1. The trial court, cause number, and style of this case are as shown in the caption above.
2. The judgment or order appealed from was signed on **[date]**.
3. **[Name]** desires to appeal from [all portions of the judgment/**[specify ruling or portion of the order being appealed]**].
4. This appeal is being taken to **[specify court]**/either the First or Fourteenth Court of Appeals].

Include **5.** if applicable.

5. This notice is being filed jointly by the following parties whose interests are aligned: **[names]**.

Include **6.** if applicable.

6. This is an accelerated appeal. [This is a case involving enforcement of the Uniform Child Custody Jurisdiction and Enforcement Act./This is a parental termination case./

This is a child protection case./This is not a case involving enforcement of the Uniform Child Custody Jurisdiction and Enforcement Act or a parental termination case or a child protection case but should be accelerated in the interest of justice because [**state reasons appeal should be accelerated**].]

Or

6. This is a restricted appeal, and:

- a. The names and addresses of each party to the trial court's judgment are:
[**names and addresses**].
- b. Appellant is a party affected by the trial court's judgment who did not participate either in person or through counsel in the hearing resulting in the judgment being appealed.
- c. Appellant did not timely file either a postjudgment motion, request for findings of fact and conclusions of law, or notice of appeal.

If the appellant is proceeding pro se on a restricted appeal, the notice of appeal must be verified. Tex. R. App. P. 25.1(d)(7)(D).

Include 7. if applicable.

7. Appellant is presumed indigent and may proceed without payment of costs.

[**Name**]
Attorney for [Petitioner/Respondent]
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Certificate of Service

I certify that a true copy of this Notice of Appeal was served in accordance with rule 9.5 of the Texas Rules of Appellate Procedure on each party or that party's lead counsel as follows:

Name of person served: [[**name of lead attorney**], attorney for [**name of party**]/[**name of unrepresented party**]]

Address of person served: [**address**]

Method of service: [by electronic filing manager/by e-mail at [**e-mail address**]/by fax at [**fax number**]/by personal delivery at [**address**]/by commercial delivery service at [**address**]/by certified mail at [**address**]/by first-class mail at [**address**]]

Date of service: _____

Repeat for each party served.

I further certify that a true copy of this Notice of Appeal was delivered to the following court reporter(s):

Name of reporter:

Address of reporter:

Method of delivery:

Date of delivery: _____

Repeat for each court reporter.

[**Name**]

Attorney for [Petitioner/Respondent]

Chapter 27

Mandamus

Form 27-1	Petition for Writ of Mandamus [for Return of Child]	1037
Form 27-2	Petition for Writ of Mandamus [to Transfer Cause]	1045
Form 27-3	Request for Clerk to Prepare Record	1054
Form 27-4	Relator’s Motion for Temporary Relief	1056

Form 27-1

Petition for Writ of Mandamus
[for Return of Child]

Under [Tex. R. App. P. 52](#), in all original proceedings in the appellate courts a single document serves as the petition and brief. The petition should follow the specific formatting and filing requirements stated in [Tex. R. App. P. 9](#). Except under limited circumstances, all documents must now be electronically filed in the appellate courts, and the requirements for doing so are set forth in [Tex. R. App. P. 9](#). In the caption, the proper court of appeals (or the Supreme Court of Texas) should be designated. (If emergency relief is needed, a separate motion for that relief is required. [Tex. R. App. P. 52.10](#). See form [27-4](#).)

This form is a petition for mandamus seeking the return of a child. For a petition tailored for more general topics, see form [27-2](#).

The following constitutes the front cover of the petition. See [Tex. R. App. P. 9.4\(g\)](#).

No. _____

In the [Court of Appeals/Supreme Court of Texas]

Include the following if applicable.

[number] Judicial District

[city], Texas

Continue with the following.

In re [name of party seeking relief], Relator

Petition for Writ of Mandamus

[Name]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

ATTORNEY FOR RELATOR

[Include if applicable: Oral Argument Requested]

The front cover of the petition ends here. All material above this box must be included on that front cover.

Identity of Parties and Counsel

The following is a list of all parties and all counsel who have appeared in this matter:

Relator: **[name]**

Attorney for Relator in the [trial/appellate] court: **[name, address, and State Bar number]**

Respondent: **[name]**

Include the following if applicable.
In a mandamus, the respondent is often a judge or court and will not be represented by counsel. Rather, it is counsel for one or more of the real parties in interest who will be directed to file a response if one is necessary.

Attorney for Respondent in the [trial/appellate] court: **[name, address, and State Bar number]**

Continue with the following.

Real party in interest: **[name]**

Attorney for real party in interest in the [trial/appellate] court: **[name, address, and State Bar number]**

Repeat above information as required for each attorney who has represented any of the parties.

Table of Contents

The table of contents must include each section of the mandamus as set forth below with page references. [Tex. R. App. P. 52.3\(b\)](#). Page references in the table of contents should be the same as the PDF page numbers.

Index of Authorities

List in alphabetical order the authorities cited in the brief grouped as to cases, constitutional references, statutes, rules, and secondary materials (treatises, law review articles, and so forth).

Statement of the Case

The statement of the case should be no longer than one page and describe the status of the case. [Tex. R. App. P. 52.3\(d\)](#).

1. The underlying suit is a petition for writ of habeas corpus for return of a child to Relator.
2. Respondent is **[name of respondent]**, Judge of the **[designation]** Court of **[county]** County, Texas, whose address is **[address, city, state]**.
3. Respondent denied relief to Relator after a hearing on **[date]**.

Include the following if filing in the Supreme Court of Texas. [Tex. R. App. P. 52.3\(d\)\(5\)](#).

4. A petition requesting the same relief was filed in the Court of Appeals for the **[number]** Judicial District on **[date]**. The justices who participated in the decision were **[list]**. The author of the **[majority]** opinion by the court was **[name]**. **[Include as applicable: The author of the concurring opinion by the court was [name]./The author of the dissenting opinion by the court was [name].]** The opinion is **[unpublished/reported at [specify]]**. The court of appeals ordered **[specify disposition of the case by the court of appeals]**.

Continue with the following.

Statement of Jurisdiction

This Court has jurisdiction to issue a writ of mandamus under [section 3/section 6] of article V of the Texas Constitution and [section 22.002(a)/section 22.221(a)] of the Texas Government Code.

If the petition was not first presented to the court of appeals, the petition must state the compelling reason that the petition is being filed in the supreme court without first being presented to the court of appeals. [Tex. R. App. P. 52.3\(e\)](#).

Issue[s] Presented

State each issue on which it is alleged the trial court erred as a matter of law.

Issue No. 1: Respondent abused [his/her] discretion when [he/she] [**describe abuse of discretion**].

Set forth additional issues as applicable.

PETITION FOR WRIT OF MANDAMUS

Statement of Facts

State concisely and without argument the facts pertinent to the case. Support each allegation with references to the appendix or record.

Argument and Authorities

Show how the points or issues presented, on the conclusively established facts, entitled the relator to an order for possession of the child. Cite controlling authority.

Prayer

Relator prays that this Court issue its writ of mandamus commanding the trial court to vacate the order of [date] denying Relator's Petition for Writ of Habeas Corpus and ordering the trial court to grant the writ of habeas corpus for possession of the child.

[Name]

Attorney for Relator

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certification of Facts and Verification of Record

Pursuant to rule 52.3(j) of the Texas Rules of Appellate Procedure, I certify that I have thoroughly reviewed the Court's file in this matter. I have personal knowledge of the facts stated herein, and such matters are true and correct. Additionally, I have personal knowledge that the items in the appendix and record are true and correct copies of documents material to Relator's claims and are either pleadings that are on file in the underlying suit, hearing transcripts and exhibits, or orders signed by the trial court in the underlying suit in this cause number [number] in the [designation] Court of [county] County, Texas.

[Name of attorney]

Include the following if filing electronically.

Certificate of Counsel Regarding Word Count

Pursuant to rule 9 of the Texas Rules of Appellate Procedure, I certify that the word count in this Petition for Writ of Mandamus, excluding the caption and introductory matters,

signature, proof of service, certification, certificate of compliance, and appendix, totals [number] words.

[Name of attorney]

Continue with the following

Certificate of Service

I certify that a true copy of this Petition for Writ of Mandamus was served in accordance with rule 9.5 of the Texas Rules of Appellate Procedure on each party or that party's lead counsel as follows:

Name of person served: [[name of lead attorney], attorney for [name of party]/[name of unrepresented party]]

Address of person served: [address]

Method of service: [by electronic filing manager/by e-mail at [e-mail address]/by fax at [fax number]/by personal delivery at [address]/by commercial delivery service at [address]/by certified mail at [address]/by first-class mail at [address]]

Date of service: _____

Repeat for each party served.

Include one of the following as applicable.

Appendix

This appendix contains the following:

1. A certified copy of the order granting Relator the right to immediate possession of the child.
2. A certified copy of the Petition for Writ of Habeas Corpus filed by Relator.
3. A certified copy of the answer filed by the real party in interest.
4. A certified copy of the Order Denying Writ of Habeas Corpus signed by Respondent.
5. [Include if applicable: A certified copy of the [order/opinion] of the court of appeals.]
6. [Specify other authority or exhibits included.]

Continue with the following as applicable.

In addition, Relator relies on [the clerk's record/the reporter's record/the clerk's record and the reporter's record] filed in this matter.

Or

In lieu of obtaining a clerk's record or certified copies of pleadings, the attorney or other person with personal knowledge may verify that the attached documents, including pleadings, are true and correct copies. Documents not before the trial court at the time that it made its decision should not be included.

An unsworn declaration may be used in place of an affidavit. See form [8-27](#).

Appendix

Set forth all pertinent documents and their dates of signing/filing.

This appendix contains the following:

1. [Name and date of order that is the subject of this mandamus].

Form 27-2

Petition for Writ of Mandamus [to Transfer Cause]

Under [Tex. R. App. P. 52](#), in all original proceedings in the appellate courts a single document serves as the petition and brief. The petition should follow the specific formatting and filing requirements stated in [Tex. R. App. P. 9](#). Except under limited circumstances, all documents must now be electronically filed in the appellate courts, and the requirements for doing so are set forth in [Tex. R. App. P. 9](#). In the caption, the proper court of appeals (or the Supreme Court of Texas) should be designated. (If emergency relief is needed, a separate motion for that relief is required. [Tex. R. App. P. 52.10](#). See form [27-4](#).)

This form is a petition for mandamus filed in response to the denial of a motion to transfer. For a petition for mandamus seeking the return of a child, see form [27-1](#).

The following constitutes the front cover of the petition. See [Tex. R. App. P. 9.4\(g\)](#).

No. _____

In the [Court of Appeals/Supreme Court of Texas]

Include the following if applicable.

[number] Judicial District

[city], Texas

Continue with the following.

In re [name of party seeking relief], Relator

Petition for Writ of Mandamus

[Name]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

ATTORNEY FOR RELATOR

[Include if applicable: Oral Argument Requested]

The front cover of the petition ends here. All material above this box must be included on that front cover.

Identity of Parties and Counsel

The following is a list of all parties and all counsel who have appeared in this matter:

Relator: **[name]**

Attorney for Relator in the [trial/appellate] court: **[name, address, and State Bar number]**

Respondent: **[name]**

Include the following if applicable.
In a mandamus, the respondent is often a judge or court and will not be represented by counsel. Rather, it is counsel for one or more of the real parties in interest who will be directed to file a response if one is necessary.

Attorney for Respondent in the [trial/appellate] court: **[name, address, and State Bar number]**

Continue with the following.

Real party in interest: **[name]**

Attorney for real party in interest in the [trial/appellate] court: **[name, address, and State Bar number]**

Repeat above information as required for each attorney who has represented any of the parties.

Table of Contents

The table of contents must include each section of the mandamus as set forth below with page references. [Tex. R. App. P. 52.3\(b\)](#). Page references in the table of contents should be the same as the PDF page numbers.

Index of Authorities

List in alphabetical order the authorities cited in the brief grouped as to cases, constitutional references, statutes, rules, and secondary materials (treatises, law review articles, and so forth).

Statement of the Case

The statement of the case should be no longer than one page and describe the status of the case. [Tex. R. App. P. 52.3\(d\)](#).

1. The underlying suit is [**describe case, e.g.**, a suit affecting the parent-child relationship/a petition to modify a prior order in a suit affecting the parent-child relationship/a petition to establish parentage], in which Relator filed a motion to transfer.
2. Respondent denied Relator's Motion to Transfer on [**date**].
3. Respondent is [**name of respondent**], Judge of the [**designation**] Court of [**county**] County, Texas, whose address is [**address, city, state**].

Include the following if filing in the Supreme Court of Texas.
[Tex. R. App. P. 52.3\(d\)\(5\)](#).

4. A petition requesting the same relief was filed in the Court of Appeals for the [**number**] Judicial District on [**date**]. The justices who participated in the decision were [**list**]. The author of the [majority] opinion by the court was [**name**]. [**Include as applicable:** The author of the concurring opinion by the court was [**name**]./The author of the dissenting opin-

ion by the court was [name].] The opinion is [unpublished/reported at [specify]]. The court of appeals ordered [specify disposition of the case by the court of appeals].

Continue with the following.

Statement of Jurisdiction

This Court has jurisdiction to issue a writ of mandamus under [section 3/section 6] of article V of the Texas Constitution and [section 22.002(a)/section 22.221(a)] of the Texas Government Code.

If the petition was not first presented to the court of appeals, the petition must state the compelling reason that the petition is being filed in the supreme court without first being presented to the court of appeals. [Tex. R. App. P. 52.3\(e\)](#).

Issue[s] Presented

State each issue on which it is alleged the trial court erred as a matter of law.

Issue No. 1: Respondent abused [his/her] discretion when [he/she] [**describe abuse of discretion**].

Set forth additional issues as applicable.

PETITION FOR WRIT OF MANDAMUS

Statement of Facts

State concisely and without argument the facts pertinent to the case. Support each allegation with references to the appendix or record.

*Argument and Authorities***A. Standard of Review: Availability of Mandamus Relief**

Set forth basic standard-of-review language for mandamus relief.

Requisites to mandamus relief are a showing of (1) a legal duty to perform a nondiscretionary act, (2) a demand for performance of a nondiscretionary act, and (3) a refusal to perform after such demand was made. *Erbs v. Bedard*, 760 S.W.2d 750, 755 (Tex. App.—Dallas 1988) (orig. proceeding). Mandamus relief is available when under the circumstances of the case the facts and law permit the trial court to make but one decision—and the trial court has refused to make that decision—and remedy by appeal to correct the ruling is inadequate. *Proffer v. Yates*, 734 S.W.2d 671, 673 (Tex. 1987) (orig. proceeding).

Continue with the following.

The following language is appropriate for motions to transfer. In other cases, set forth authority and circumstances to support a showing of the relator's entitlement to mandamus relief for the issues being raised.

Mandamus is available to compel mandatory transfer in suits affecting the parent-child relationship. *Proffer*, 734 S.W.2d at 672; *Arias v. Spector*, 623 S.W.2d 312, 313 (Tex. 1981) (orig. proceeding). Transfer of a case to a county where the child has resided for more than six months is a mandatory ministerial duty under section 11.06(b) (now section 155.201) of the Texas Family Code. *Proffer*, 734 S.W.2d at 673. Parents and children who have a right under the mandatory venue provisions to venue in a particular county should not be forced to go through a trial that is for naught. *Proffer*, 734 S.W.2d at 673. Justice demands a speedy resolution of child custody and child support issues. *Proffer*, 734 S.W.2d at 673.

B. Issue No. 1:

Show how the points or issues presented, on the conclusively established facts, entitled relator to an order to transfer the proceedings. Cite controlling authority.

Prayer

Relator prays that this Court issue its writ of mandamus commanding the trial court to vacate the order of [**date**] denying Relator's Motion to Transfer and ordering the trial court to grant Relator's Motion to Transfer and transfer the case to [**county**] County, Texas.

[**Name**]

Attorney for Relator

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Certification of Facts and Verification of Record

Pursuant to rule 52.3(j) of the Texas Rules of Appellate Procedure, I certify that I have thoroughly reviewed the Court's file in this matter. I have personal knowledge of the facts stated herein, and such matters are true and correct. Additionally, I have personal knowledge that the items in the appendix and record are true and correct copies of documents material to Relator's claims and are either pleadings that are on file in the underlying suit, hearing transcripts and exhibits, or orders signed by the trial court in the underlying suit in this cause number [**number**] in the [**designation**] Court of [**county**] County, Texas.

[**Name of attorney**]

Include the following if filing electronically.

Certificate of Counsel Regarding Word Count

Pursuant to rule 9 of the Texas Rules of Appellate Procedure, I certify that the word count in this Petition for Writ of Mandamus, excluding the caption and introductory matters, signature, proof of service, certification, certificate of compliance, and appendix, totals **[number]** words.

[Name of attorney]

Continue with the following.

Certificate of Service

I certify that a true copy of this Petition for Writ of Mandamus was served in accordance with rule 9.5 of the Texas Rules of Appellate Procedure on each party or that party's lead counsel as follows:

Name of person served: **[[name of lead attorney], attorney for [name of party]/[name of unrepresented party]]**

Address of person served: **[address]**

Method of service: [by electronic filing manager/by e-mail at **[e-mail address]**/by fax at **[fax number]**/by personal delivery at **[address]**/by commercial delivery service at **[address]**/by certified mail at **[address]**/by first-class mail at **[address]**]

Date of service: _____

Repeat for each party served.

Include one of the following as applicable.

Appendix

This appendix contains the following:

1. A certified copy of the [**specify petition in underlying case**].
2. A certified copy of the Motion to Transfer filed by Relator.
3. A certified copy of the Order Denying Motion to Transfer signed by Respondent.
4. [**Include if applicable:** A certified copy of the [order/opinion] of the court of appeals.]
5. [**Specify other authority or exhibits included.**]

Continue with the following as applicable.

In addition, Relator relies on [the clerk's record/the reporter's record/the clerk's record and the reporter's record] filed in this matter.

Or

In lieu of obtaining a clerk's record or certified copies of pleadings, the attorney or other person with personal knowledge may verify that the attached documents, including pleadings, are true and correct copies. Documents not before the trial court at the time that it made its decision should not be included.

An unsworn declaration may be used in place of an affidavit. See form [8-27](#).

Appendix

Set forth all pertinent documents
and their dates of signing/filing.

This appendix contains the following:

1. [Name and date of order that is the subject of this mandamus].

Form 27-3

The caption of this request should contain the style and cause number of the underlying case. A clerk's record is not required but may be used with a petition for writ of mandamus. The relator may either attach certified or sworn copies of relevant documents or refer to clerk's and reporter's records. [Tex. R. App. P. 52.3](#)(g), (h). If a reporter's record is needed, see form [26-19](#).

[Caption. See note above and § 3 of the Introduction in volume 1 of this manual.]

Request for Clerk to Prepare Record

[Name of relator], Relator, is filing a Petition for Writ of Mandamus in the Court of Appeals for the **[designation]** District of Texas and requests a partial clerk's record of the proceedings in the trial court in this case for use with the Petition for Writ of Mandamus. Relator requests and directs that the record contain the following documents: **[list]**.

[Name]

Attorney for Relator

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for Relator

Form 27-4

No. [number of court of appeals]-[number of year in which petition filed]-[number]-CV

	§	IN THE COURT OF APPEALS,
	§	
<i>In re</i> [name of relator]	§	FOR THE [number] DISTRICT
	§	
	§	[City], TEXAS

Relator's Motion for Temporary Relief

This Motion for Temporary Relief is brought by [name of relator], who shows in support:

1. Relator [files/filed] [his/her/its] Petition for Writ of Mandamus [concurrently with this Motion for Temporary Relief/on [date]]. Relator certifies that on [date], [he/she/it] notified [the respondent/the real party in interest/[designation of any other party notified]] by [telephone/facsimile/telephone and facsimile] that a motion for temporary relief would be filed. Tex. R. App. P. 52.10(a).

2. The Court may grant temporary relief pending its determination of an original proceeding. Tex. R. App. P. 52.10(b). This emergency stay is necessary to maintain the status quo of the parties and to preserve the Court's jurisdiction to consider the merits of the original proceeding. *See In re Reed*, 901 S.W.2d 604, 609 (Tex. App.—San Antonio 1995) (orig. proceeding).

3. [Detail reasons that temporary relief should be granted pending the court's decision on the mandamus.]

Relator, [**name of relator**], prays that the Court grant [his/her/its] motion for temporary relief to maintain the status quo of the parties and to preserve the Court's jurisdiction to consider the merits of Relator's Petition for Writ of Mandamus.

[**Name**]
Attorney for Relator
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Certification

The undersigned counsel certifies to the Court that Relator has made a diligent effort to notify all parties by expedited means. Specifically, Relator contacted [**name of real party in interest**] by [telephone/facsimile/telephone and facsimile] on [**date**] at [**time**], and Relator contacted [**name of respondent**] by [telephone/facsimile/telephone and facsimile] on [**date**] at [**time**] [**repeat as necessary for each party**].

[**Name**]
Attorney for Relator

Certificate of Service

I certify that a true copy of this Motion for Temporary Relief was served in accordance with rule 9.5 of the Texas Rules of Appellate Procedure on each party or that party's lead counsel as follows:

Name of person served: [[**name of lead attorney**], attorney for [**name of party**]/[**name of unrepresented party**]]

Address of person served: **[address]**

Method of service: [by electronic filing manager/by e-mail at **[e-mail address]**]/by fax at **[fax number]**/by personal delivery at **[address]**/by commercial delivery service at **[address]**/by certified mail at **[address]**/by first-class mail at **[address]**]

Date of service: _____

Repeat for each party served.

A copy of this notice is being filed with the appellate clerk in accordance with rule 25.1(e) of the Texas Rules of Appellate Procedure.

[Name]

Attorney for Relator

Chapter 31

Enforcement—Property

Form 31-1	Petition for Clarification of Property Division	3
Form 31-2	Order on Petition for Clarification of Property Division	6
Form 31-3	Petition for Enforcement of Property Division	9
Form 31-4	Enforcement Order	13
Form 31-5	Petition for Enforcement of Property Division by Contempt and Order to Appear	17
Form 31-6	Answer to Petition for Enforcement of Property Division by Contempt	21
Form 31-7	Order of Enforcement by Contempt and Suspension of Commitment (Property Division)	24
Form 31-8	Motion to Revoke Suspension of Commitment and Order to Appear	31
Form 31-9	Order Revoking Suspension and for Commitment to County Jail	35
Form 31-10	Order Holding Respondent in Contempt and for Commitment to County Jail (Property Division)	40
<i>[Forms 31-11 through 31-20 are reserved for expansion.]</i>		
Form 31-21	Petition to Enforce Foreign Judgment	47
Form 31-22	Order on Petition to Enforce Foreign Judgment	50

Form 31-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition for Clarification of Property Division

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This suit is brought by [**name of petitioner**], Petitioner. [The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

Respondent, [**name of respondent**], should be served with process [**include if applicable:** at [**address, city, state, zip code**]].

4. On [**date**] this Court signed an order that appears in the minutes of this Court and states in relevant parts as follows: [**quote portions of order or decree to be clarified**].

Or

4. On [**date**] this Court signed an order that appears in the minutes of this Court, the relevant portion[s] of which [is/are] attached as Exhibit [**exhibit number/letter**].

5. Petitioner believes that the quoted portions of the order may not be specific enough to be enforceable by contempt and requests that, if the Court so finds, the Court construe and clarify the terms of its prior order to make specific [**specify the items that need clarification**].

Include 6. and/or 7.

6. Petitioner requests that, if the Court finds that any part of the order sought to be enforced is not specific enough to be enforced by contempt, the Court enter a clarifying order restating the terms of the order, decree, or judgment in a manner specific enough to allow enforcement by contempt and specifying a reasonable time within which compliance will be required.

And/Or

7. Since the date of the [order/decreed], several disputes have arisen between Petitioner and Respondent concerning the construction and interpretation of this provision. Petitioner prays that the Court issue a clarifying order to read substantially as follows: [**insert new language to be added to previous order or decree**]. Petitioner further requests the Court to specify in its clarifying order any other duty, obligation, or act necessary to the enforcement of the [order/decreed] and a reasonable time within which compliance will be required.

Continue with the following.

8. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the rights of [**name of petitioner**]. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

Petitioner prays that citation and notice issue as required by law, that the Court grant the Petition for Clarification of Property Division, for attorney's fees, expenses, costs, and interest, and for all further relief authorized by law.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 31-2

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Petition for Clarification of Property Division

On [date] the Court heard the Petition for Clarification of Property Division of [name of petitioner], Petitioner.

Appearances

Petitioner, [name of petitioner],

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and announced ready for trial.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

If clarification is ordered, include the following paragraphs.

Clarification

The Court finds that certain terms of the [prior order/decreed] are not specific enough to be enforced by contempt and should be clarified as ordered below and that [**name[s]**] should be ordered to comply with the terms of this clarifying order by [**date**]. The Court further finds that this date is a reasonable time for compliance and that this clarifying order may be enforced by contempt if Respondent fails to comply by the date specified.

IT IS ORDERED that the [prior order/decreed] is clarified as follows:

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order or decree and that *all* terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the [prior order/decreed] that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that [name[s]] shall comply with the terms of this clarifying order by [date], after which the terms of this clarifying order may be enforced by contempt.

IT IS ORDERED that a judgment is awarded to [name of attorney] in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs incurred by [name of party], with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [name of respondent], Respondent, and Respondent is ORDERED to pay the fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to [name of attorney] at [address] 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 that costs of court of [number] dollars (\$[amount]) are taxed against [name of respondent], and [name of respondent] is ORDERED to pay those costs, by cash, cashier's check, or money order, to [name], [the District Clerk of [county] County, Texas/Petitioner/Petitioner's attorney], at [address] on or before [time] on [date].

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Form 31-3

For a petition for enforcement by contempt, see form [31-5](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition for Enforcement of Property Division

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form [5-1](#).]**

Include 2 . if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This suit is brought by [**name of petitioner**], Petitioner. [The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

Respondent, [**name of respondent**], should be served with process [**include if applicable:** at [**address, city, state, zip code**]].

4. On [**date**] this Court rendered [an order/a decree] that appears in the minutes of this Court and states in relevant part as follows:

Quote portion of the order or decree to be enforced.

For example:

IT IS FURTHER ORDERED that John Smith deliver to Jane Smith at her residence, between 4:45 P.M. and 5:00 P.M. on March 1, 2020, the twelve place settings of Lenox china, Autumn pattern.

Or

4. On **[date]** this Court signed **[an order/a decree]** that appears in the minutes of this Court, the relevant portion[s] of which **[is/are]** attached as Exhibit **[exhibit number/letter]**.

Continue with the following.

Petitioner was the **[petitioner/respondent]** and Respondent was the **[respondent/petitioner]** in the prior proceedings.

5. Respondent has failed to comply with the order described above as follows:

List each specific failure to comply by the respondent in detail, including the date, place, and, if applicable, time of each occasion on which the respondent has not complied.

For example:

Violation 1. On March 1, 2020, John Smith failed to deliver to Jane Smith at her residence, between 4:45 P.M. and 5:00 P.M., the twelve place settings of Lenox china, Autumn pattern.

Select as applicable.

6. Petitioner prays that the Court order Respondent to deliver **[describe specific property]** **[include if applicable: or an equivalent sum of money]** to Petitioner at a date and place certain.

And/Or

7. Delivery of **[describe property]**, which was awarded in the **[order/decre]** previously entered by the Court, is no longer an adequate remedy because **[state reasons]**. Respondent's failure to deliver the property has caused damage to Petitioner in the amount of **[\$[amount]]**. Petitioner prays that the Court award Petitioner a money judgment, including pre-

judgment and postjudgment interest, against Respondent for those damages caused by Respondent's failure to deliver the property.

And/Or

8. Respondent has not paid to Petitioner money that was awarded in the [order/decree] previously entered by the Court. The amount of unpaid payments to which Petitioner is now entitled is \$[amount]. Petitioner prays that the Court award Petitioner a money judgment, including prejudgment and postjudgment interest, against Respondent for that amount, for the unpaid payments to which Petitioner is now entitled.

Include 9. and/or 10. if clarification is sought.

9. Petitioner requests that, if the Court finds that any part of the order sought to be enforced is not specific enough to be enforced by contempt, the Court enter a clarifying order restating the terms of the order, decree, or judgment in a manner specific enough to allow enforcement by contempt and specifying a reasonable time within which compliance will be required.

And/Or

10. Since the date of the [order/decree], several disputes have arisen between Petitioner and Respondent concerning the construction and interpretation of this provision. Petitioner prays that the Court issue a clarifying order to read substantially as follows: **[insert new language to be added to previous order or decree]**. Petitioner further requests the Court to specify in its clarifying order any other duty, obligation, or act necessary to the enforcement of the [order/decree] and a reasonable time within which compliance will be required.

Continue with the following.

11. It was necessary to secure the services of **[name of attorney]**, a licensed attorney, to enforce and protect the rights of **[name of petitioner]**. Respondent should be ordered to pay

reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

Petitioner prays that citation and notice issue as required by law, that the Court grant the Petition for Enforcement of Property Division, for attorney's fees, expenses, costs, and interest, and for all further relief authorized by law.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18 .

Form 31-4

For an enforcement order including contempt, see forms 31-7 and 31-10.

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Enforcement Order

On [date] the Court heard the Petition for Enforcement of Property Division of [name of petitioner], Petitioner.

Appearances

Petitioner, [name of petitioner],

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and announced ready for trial.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

If clarification is ordered, include the following paragraphs.

Clarification

The Court finds that certain terms of the [prior order/decreed] are not specific enough to be enforced by contempt and should be clarified as ordered below and that [**name[s]**] should be ordered to comply with the terms of this clarifying order by [**date**]. The Court further finds that this date is a reasonable time for compliance and that this clarifying order may be enforced by contempt if Respondent fails to comply by the date specified.

IT IS ORDERED that the [prior order/decreed] is clarified as follows:

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order or decree and that *all* terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the [prior order/decreed] that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that [name[s]] shall comply with the terms of this clarifying order by [date], after which the terms of this clarifying order may be enforced by contempt.

If enforcement is ordered, include those of the following paragraphs that are applicable.

Enforcement

If the respondent is ordered to deliver property, include the following.

IT IS ORDERED that Respondent deliver [describe property] to Petitioner between the hours of [time] and [time] on [date] at [address].

If a money judgment is ordered for failure to deliver property, include the following.

The Court finds that Respondent has failed to deliver [describe property] to Petitioner as ordered, that delivery of the property is no longer an adequate remedy, and that Respondent's failure to deliver the property has caused damage to Petitioner in the amount of \$[amount].

If money damages are awarded for failure to pay money, include the following.

The Court finds that Respondent has failed to pay to Petitioner money that was awarded in the prior decree and that the amount of unpaid payments to which Petitioner is now entitled is \$[amount].

If money damages are awarded for failure to deliver property or pay money, include the following.

IT IS ORDERED that [name of petitioner] is granted judgment against [name of respondent] for [number] dollars (\$[amount]), plus prejudgment interest of [number] dollars (\$[amount]), for a total judgment of [number] dollars (\$[amount]), such judgment bearing interest at [percent] percent per year compounded annually from the date this order is signed, for which let execution issue.

Continue with the following in all orders.

IT IS ORDERED that a judgment is awarded to [name of attorney] in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs incurred by [name of party], with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [name of respondent], Respondent, and Respondent is ORDERED to pay the fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to [name of attorney] at [address] 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 that costs of court of [number] dollars (\$[amount]) are taxed against [name of respondent], and [name of respondent] is ORDERED to pay those costs, by cash, cashier's check, or money order, to [name], [the District Clerk of [county] County, Texas/Petitioner/Petitioner's attorney], at [address] on or before [time] on [date].

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Form 31-5

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Petition for Enforcement of Property Division by Contempt and
Order to Appear**

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This suit is brought by [**name of petitioner**], Petitioner. [The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

Respondent is [**name of respondent**]. Process should be served [**include if applicable: at [address, city, state, zip code]**].

4. On [**date**] this Court signed [an order/a decree] that appears in the minutes of this Court and states in relevant part as follows: [**quote exact language of order or decree to be enforced**].

Or

4. On [date] this Court signed [an order/a decree] that appears in the minutes of this Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

Petitioner was the [petitioner/respondent] and Respondent was the [respondent/petitioner] in the prior proceedings.

5. Respondent has failed to comply with the order described above as follows:

List each specific failure to comply by the respondent in detail, including the date, place, and, if applicable, time of each occasion on which the respondent has not complied.

For example:

Violation 1. On March 1, 2020, John Smith failed to deliver to Jane Smith at her residence, between 4:45 P.M. and 5:00 P.M., the twelve place settings of Lenox china, Autumn pattern.

6. Petitioner seeks an order directing Respondent to [specify conduct].

7. Petitioner requests that Respondent be held in contempt, jailed, and fined for each violation alleged above, for a period of six months on each count, to run [concurrently/consecutively].

If each period of confinement assessed is to run and be satisfied consecutively, confinement may not exceed a cumulative total of eighteen months for three or more periods of confinement arising out of the same matter. [Tex. Gov't Code § 21.002\(h\)](#). If the total of requested jail time is more than six months Respondent is entitled to a jury.

Include 8. if civil contempt is sought.

8. Petitioner requests that after Respondent serves [his/her] sentence for criminal contempt, Respondent be confined in the county jail for a period not to exceed eighteen months (total for civil and criminal contempt) or until Respondent complies with the order of the Court, whichever occurs first.

The total sentence for civil and criminal contempt combined is limited to eighteen months. [Tex. Gov't Code § 21.002\(h\)](#). In a civil contempt, the respondent is not entitled to a jury, because the respondent may obtain release at any time by complying with the order.

9. Petitioner requests that, if the Court finds that any part of the order sought to be enforced is not specific enough to be enforced by contempt, the Court enter a clarifying order more clearly specifying the duties imposed on Respondent and giving Respondent a reasonable time within which to comply.

Include [10.](#) if applicable.

10. Delivery of the property by Respondent is no longer an adequate remedy. Petitioner requests judgment for \$[**amount**] to compensate Petitioner for the loss of the property.

11. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the rights of [**name of petitioner**]. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

Petitioner prays that citation and notice issue as required by law, that the Court render an order directing Respondent to [**specify conduct**] and that Respondent be held in contempt and punished as requested, that the Court clarify any part of its prior order found not to be specific enough to be enforced by contempt, [**include if applicable:** for a judgment for \$[**amount**],] for attorney's fees, expenses, costs, and interest, and for all further relief authorized by law.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]**

Order to Appear

Respondent, **[name of respondent]**, is ORDERED to appear and respond to this Petition for Enforcement in **[designation and location of court]** on _____ at _____ .M. The purpose of this hearing is to determine whether the relief requested in this petition should be granted.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

For a contempt order based on this petition, see forms [31-7](#) and [31-10](#).

Form 31-6

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Answer to Petition for Enforcement of Property Division
by Contempt**

This Answer to Petition for Enforcement of Property Division by Contempt is filed by [name of respondent], Respondent. [The last three numbers of Respondent's driver's license number are [numbers]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [numbers]./Respondent has not been issued a Social Security number.]

Include 1. if applicable.

1. Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

Continue with 2.–5. as applicable.

2. Respondent denies the allegations of the Petition for Enforcement of Property Division by Contempt.

3. The order sought to be enforced is incapable of enforcement, in that it is ambiguous and is not clear and specific enough in its terms that Respondent knows what duties or obligations are required.

4. Respondent has had insufficient notice of the hearing set on Petitioner's Petition for Enforcement of Property Division by Contempt and has had insufficient time to prepare to

respond to the petition. In the interest of justice, hearing on Petitioner's petition should be delayed and reset.

5. Petitioner's Petition for Enforcement of Property Division by Contempt is barred by the statutes of limitations.

Continue with the following.

6. It was necessary to secure the services of **[name of attorney]**, a licensed attorney, to enforce and protect the rights of **[name of respondent]**. Petitioner should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Petitioner and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Respondent requests postjudgment interest as allowed by law.

Respondent prays that the Court deny Petitioner's Petition for Enforcement of Property Division by Contempt and that Respondent recover all attorney's fees and costs incurred.

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery

service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for Respondent

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 31-7

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order of Enforcement by Contempt and Suspension of
Commitment (Property Division)**

On [date] the Court heard Petitioner's Petition for Enforcement of Property Division by Contempt.

Appearances

Petitioner, [name of petitioner],

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Jury

The Court having found Respondent not entitled to a jury, all questions of fact and of law were submitted to the Court.

Or

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

Or

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

Include the following paragraphs if part of the prior order is clarified.

Clarification of Prior Order

The Court finds that certain terms of the prior order of the Court are not specific enough to be enforced by contempt, that the prior order should be clarified, and that Respondent should be ordered to comply with the terms of the clarifying order no later than [**date**].

IT IS ORDERED that the prior order of the Court is clarified as follows:

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order and that *all* terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the prior order that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that Respondent shall comply with the terms of the prior order that are clarified in this order no later than **[date]**, after which these clarifying orders may be enforced by contempt.

Continue with the following.

Findings

The Court finds that Respondent is guilty of separate violations of the order signed on **[date]** that appears in the minutes of this Court and states in relevant part as follows: **[quote the exact language of the order to be enforced]**.

Or

The Court finds that Respondent is guilty of separate violations of the order signed on **[date]** that appears in the minutes of this Court, the relevant portion[s] of which [is/are] attached to this order as Exhibit **[exhibit number/letter]**.

Continue with the following.

The Court further finds that Respondent has failed to comply with and has violated the provisions of the order as follows:

List each specific failure to comply by the respondent in detail, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

Violation 1. Respondent failed to comply with the order by failing to deliver to Petitioner at her residence, between 4:45 P.M. and 5:00 P.M. on March 1, 2020, the twelve place settings of Lenox china, Autumn pattern, although Respondent was able to comply at that time.

The Court specifically finds that Respondent is in contempt for each separate violation enumerated above.

Include the following paragraph if civil contempt is to be assessed.

The Court further finds that on the day of this hearing Respondent had the ability to comply with the prior order of the Court.

Continue with the following.

The Court further finds that attorney's fees and costs of \$[**amount**] should be assessed against Respondent.

Relief Granted

IT IS ADJUDGED that Respondent, [**name of respondent**], is in contempt for each separate violation enumerated above.

Include the following provisions for criminal contempt, for civil contempt, or for both criminal and civil contempt, as applicable.

Criminal Contempt

IT IS ORDERED that punishment for each separate violation is assessed at a fine of [**number**] dollars (\$[**amount**]) and confinement in the county jail of [**county**] County, Texas, for a period of [**specify**].

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of [county] County, Texas, for a period of [specify] for each separate violation enumerated above.

IT IS ORDERED that each period of confinement assessed in this order shall run and be satisfied [concurrently/consecutively, not to exceed a cumulative total of [number] [days/months]].

If each period of confinement assessed is to run and be satisfied consecutively, confinement may not exceed a cumulative total of eighteen months for three or more periods of confinement arising out of the same matter. [Tex. Gov't Code § 21.002\(h\)](#).

And/Or

Civil Contempt

IT IS ORDERED that Respondent, [name of respondent], shall [be/thereafter be further] confined in the county jail of [county] County, Texas, for a period not to exceed eighteen months [include if applicable: , including time served for criminal contempt,] or until Respondent has complied with the following orders, whichever occurs first. IT IS ORDERED that Respondent [enumerate and describe each specific act required of the respondent, in separate items and in detail].

The total sentence for civil and criminal contempt combined is limited to eighteen months. [Tex. Gov't Code § 21.002\(h\)](#).

Continue with the following.

Suspension of Commitment [and Community Supervision]

IT IS FURTHER ORDERED that commitment is suspended [include if applicable: and Respondent placed on community supervision for a period of [specify]] on the following terms and conditions:

1. [Enumerate and describe each specific act required of the contemner, in separate paragraphs and in detail, including (as applicable) the date, time, and place of each required act. Make certain that the enumerated acts are written in command language.]

2. IT IS ORDERED that Respondent pay [number] dollars (\$[amount]), taxed as costs, by cash, cashier's check, or money order, to [name], [the District Clerk of [county] County, Texas/Petitioner/Petitioner's attorney], at [address] by [time] on [date].

3. IT IS ORDERED that Respondent pay, by cash, cashier's check, or money order, as attorney's fees, expenses, and costs, [number] dollars (\$[amount]) to [name] at [address] by [time] on [date]. The attorney may enforce this order for attorney's fees, expenses, and costs in the attorney's own name.

Continue with the following as applicable.

4. IT IS ORDERED that Respondent report to the community supervision officer as follows: [specify times and other conditions].

5. IT IS ORDERED that Respondent permit the community supervision officer to visit Respondent at Respondent's home or elsewhere as follows: [specify times and other conditions].

6. IT IS ORDERED that Respondent pay a community supervision fee of [number] dollars (\$[amount]), by cash, cashier's check, or money order, to the Court through [name of agency] during the community supervision period beginning [date] and on every [day of week] thereafter until the period of community supervision is over.

Attorney's Fees

IT IS ORDERED that a judgment is awarded to [name of attorney] in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs incurred by

[**name of party**], with interest at [**percent**] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [**name of respondent**], Respondent, and Respondent is ORDERED to pay the fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to [**name of attorney**] at [**address**] 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. Any amounts paid under paragraph 3. above shall be credited against this judgment.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For a motion to revoke suspension of commitment, see form [31-8](#).

Form 31-8

Include the following notice if the motion contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Revoke Suspension of Commitment and Order to Appear

This Motion to Revoke Suspension of Commitment is brought by **[name of movant]**, Movant, who requests the Court to revoke the suspension of a commitment previously ordered by this Court. Respondent, **[name of respondent]**, should be served with process **[include if applicable: at [address, city, state, zip code]]**. In support, Movant shows:

1. On **[date]** this Court signed an order that appears in the minutes of this Court in which Respondent was found to be in contempt of this Court. That order states in relevant part as follows: **[quote exact language of the order that the respondent has disobeyed]**.

Or

1. On **[date]** this Court signed an order that appears in the minutes of this Court in which Respondent was found to be in contempt of this Court. The relevant portion[s] of the order **[is/are]** attached to this motion as Exhibit **[exhibit number/letter]**.

2. Respondent has failed to comply with the terms and conditions of suspension as follows:

List each specific act, in separate paragraphs and in detail, by which the respondent has failed to comply with the terms and conditions of suspension, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

- a. Respondent failed to deliver to Movant at her residence, between 4:45 P.M. and 5:00 P.M. on June 14, 2020, the twelve place settings of Lenox china, Autumn pattern.
- b. Respondent failed to report to the community supervision and corrections officer on June 21, 2020.
- c. Respondent failed to pay the \$25 fee due on June 7, 2020.

Movant requests that the Court order Respondent's arrest by warrant and that Respondent be brought promptly before the Court after arrest.

Movant requests that the previous suspension of commitment be revoked and that Respondent be committed in accordance with the prior order.

3. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the rights of [**name of movant**]. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

Movant prays that the suspension of commitment previously ordered be revoked and that Respondent be committed to the county jail in accordance with the prior order.

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

The undersigned states under oath: “I am Movant in the foregoing Motion to Revoke Suspension of Commitment. I have personal knowledge of the facts and allegations stated in it, and they are true and correct.”

Movant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Order to Appear

Respondent, [**name of respondent**], is ORDERED to appear before this Court on _____ at _____ .M. and respond to this Motion to Revoke Suspension of Commitment. The purpose of this hearing is to determine whether Respondent has violated one or more terms or conditions of the prior suspension of commitment as alleged in this Motion to Revoke Suspension of Commitment, whether a further attorney’s fee and costs should be assessed against Respondent, and whether Respondent should be immediately confined in jail as assessed in the prior order.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For a revocation order based on this motion, see form [31-9](#).

Form 31-9

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Revoking Suspension and for Commitment to County Jail

On **[date]** the Court heard Movant's Motion to Revoke Suspension of Commitment.

Appearances

Movant, **[name of movant]**,

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Findings

The Court finds that Respondent has failed to comply with the terms and conditions of the order of this Court suspending commitment signed on [**date**] that appears in the minutes of this Court and states in relevant part as follows: [**quote exact language of underlying order**].

Or

The Court finds that Respondent has failed to comply with the terms and conditions of the order of this Court suspending commitment signed on [**date**] that appears in the minutes of this Court, the relevant portion[s] of which [is/are] attached as Exhibit [**exhibit number/letter**].

Continue with the following.

The Court further finds that Respondent failed to comply with the terms of the suspension of commitment as follows:

List each specific act, in separate paragraphs and in detail, by which the respondent has failed to comply with the terms and conditions of suspension, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

- a. Respondent failed to deliver to Movant at her residence, between 4:45 P.M. and 5:00 P.M. on June 14, 2020, the twelve place settings of Lenox china, Autumn pattern, although Respondent was able to comply at that time.
- b. Respondent failed to report to the community supervision and corrections officer on June 21, 2020, although Respondent was able to comply at that time.
- c. Respondent failed to pay the \$25 fee due on June 7, 2020, although Respondent was able to comply at that time.

Include the following if civil contempt is to be assessed.

The Court further finds that at the time of this hearing Respondent is able to comply with the order by **[specify]**.

Continue with the following.

The Court further finds that the suspension of commitment should be revoked.

The Court further finds that attorney's fees and costs of \$**[amount]** should be assessed against Respondent in this proceeding in addition to the attorney's fees and costs assessed in the order suspending commitment signed on **[date]** and referred to above.

Relief Granted

Revocation

IT IS ADJUDGED that Respondent has failed to comply with the terms and conditions of suspension of commitment as enumerated above. IT IS ORDERED that suspension of commitment of Respondent is revoked.

Attorney's Fees

IT IS ORDERED that a judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay the fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** 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.

Costs

IT IS ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, and **[name of respondent]**, Respondent, is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Movant/Movant's attorney], at **[address]** on or before **[time]** on **[date]**.

Commitment

IT IS ORDERED that Respondent, **[name of respondent]**, is committed to the custody of the sheriff of **[county]** County, Texas, to be confined, as ordered by the order suspending commitment, until Respondent has **[quote exact language of the punishment/confinement assessed in the order suspending commitment]**.

IT IS FURTHER ORDERED that the sheriff of **[county]** County, Texas, shall take custody of Respondent and commit [him/her] to the **[county]** County jail to be confined in accordance with the judgment of contempt as set forth above.

Issuance of Process

IT IS ORDERED that all writs and other process necessary for the enforcement of this order be issued.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

If a separate writ of commitment is needed, see form [35-1](#). For forms for issuance of capias, see forms [35-2](#) and [35-3](#).

Form 31-10

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order Holding Respondent in Contempt and for
Commitment to County Jail (Property Division)**

On [date] the Court heard Petitioner's Petition for Enforcement of Property Division by Contempt.

Appearances

Petitioner, [name of petitioner],

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Jury

The Court having found Respondent not entitled to a jury, all questions of fact and of law were submitted to the Court.

Or

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

Or

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

Include the following paragraphs if part of the prior order is clarified.

Clarification of Prior Order

The Court finds that certain terms of the prior order of the Court are not specific enough to be enforced by contempt, that the prior order should be clarified, and that Respondent should be ordered to comply with the terms of the clarifying order no later than [date].

IT IS ORDERED that the prior order of the Court is clarified as follows:

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order and that *all* terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the prior order that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that Respondent shall comply with the terms of the prior order that are clarified in this order no later than **[date]**, after which these clarifying orders may be enforced by contempt.

Continue with the following.

Findings

The Court finds that Respondent is guilty of separate violations of the order signed on **[date]** that appears in the minutes of this Court and states in relevant part as follows: **[quote the exact language of the order to be enforced]**.

Or

The Court finds that Respondent is guilty of separate violations of the order signed on **[date]** that appears in the minutes of this Court, the relevant portion[s] of which [is/are] attached as Exhibit **[exhibit number/letter]**.

Continue with the following.

The Court further finds that Respondent has failed to comply with and has violated the provisions of the order as follows:

List each specific failure to comply by the respondent in detail, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

Violation 1. Respondent failed to comply with the order by failing to deliver to Petitioner at her residence, between 4:45 P.M. and 5:00 P.M. on March 1, 2020, the twelve place settings of Lenox china, Autumn pattern, although Respondent was able to comply at that time.

The Court specifically finds that Respondent is in contempt for each separate violation enumerated above.

Include the following if civil contempt is to be assessed.

The Court further finds that on the day of this hearing Respondent had the ability to comply with the prior order of the Court.

Continue with the following.

The Court further finds that attorney's fees, expenses, and costs of \$[amount] should be assessed against Respondent.

Relief Granted

IT IS ADJUDGED that Respondent, [name of respondent], is in contempt for each separate violation enumerated above.

Include the following provisions for criminal contempt, for civil contempt, or for both criminal and civil contempt, as applicable.

Criminal Contempt

IT IS ORDERED that punishment for each separate violation is assessed at a fine of [number] dollars (\$[amount]) and confinement in the county jail of [county] County, Texas, for a period of [specify].

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of [county] County, Texas, for a period of [specify] for each separate violation enumerated above.

IT IS ORDERED that each period of confinement assessed in this order shall run and be satisfied [concurrently/consecutively, not to exceed a cumulative total of [number] [days/months]].

IT IS ORDERED that the sheriff of [county] County, Texas, shall take custody of Respondent and commit [him/her] to the [county] County jail to serve the sentence for criminal contempt as set forth above.

If each period of confinement assessed is to run and be satisfied consecutively, confinement may not exceed a cumulative total of eighteen months for three or more periods of confinement arising out of the same matter. [Tex. Gov't Code § 21.002\(h\)](#).

And/Or

Civil Contempt

IT IS ORDERED that Respondent, [name of respondent], shall [be/thereafter be further] confined in the county jail of [county] County, Texas, for a period not to exceed eighteen months [include if applicable: , including time served for criminal contempt,] or until Respondent has complied with the following orders, whichever occurs first. IT IS ORDERED that Respondent [enumerate and describe each specific act required of the respondent, in separate items and in detail].

IT IS ORDERED that the sheriff of [county] County, Texas, shall take custody of Respondent and commit [him/her] to the [county] County jail until [he/she] has purged [himself/herself] of [his/her] contempt pursuant to the terms set forth above.

The total sentence for civil and criminal contempt combined is limited to eighteen months. [Tex. Gov't Code § 21.002\(h\)](#).

Continue with the following.

Attorney's Fees

IT IS ORDERED that a judgment is awarded to [name of attorney] in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs incurred by [name of party], with interest at [percent] percent per year compounded annually from the date

the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay the fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** 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.

Costs

IT IS ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, and **[name of respondent]**, Respondent, is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Petitioner/Petitioner's attorney], at **[address]** on or before **[time]** on **[date]**.

Issuance of Process

IT IS ORDERED that all writs and other process necessary for the enforcement of this order be issued.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

If a separate writ of commitment is needed, see form [35-1](#). For forms for issuance of capias, see forms [35-2](#) and [35-3](#).

Forms 31-11 through 31-20 are reserved.

Form 31-21

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition to Enforce Foreign Judgment

This Petition to Enforce Foreign Judgment and the attached foreign judgment and affidavit are filed under the Uniform Enforcement of Foreign Judgments Act, chapter 35 of the Texas Civil Practice and Remedies Code, by **[name of petitioner]**, Petitioner. [The last three numbers of Petitioner's driver's license number are **[numbers]**./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are **[numbers]**./Petitioner has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. A properly authenticated copy of the **[describe judgment, decree, or order]** is attached as Exhibit **[exhibit number/letter]** and is entitled to full faith and credit.

4. The **[describe judgment, decree, or order]** is final and not subject to modification.

5. Respondent, **[name of respondent]**, has **[describe respondent's noncompliance]**, and Petitioner seeks enforcement.

Petitioner prays that this judgment of the [designated] Court of the state of [state] be accorded full faith and credit and have the same effect as a judgment of this Court.

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of an affidavit.
See form [8-27](#).

Supporting Affidavit

[Name of judgment creditor or attorney] appeared in person before me today and stated under oath:

“1. My name is [name]. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. [State basis for affiant’s personal knowledge of facts alleged.]

“2. The last known post office address of [name of judgment debtor] is [address].

“3. The address of [name of judgment creditor] is [address].

“4. The attorney for [name of judgment creditor] is [name and address of attorney].”

[Name]
[Attorney for Petitioner/Petitioner]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Mail notice of the filing of the judgment to the judgment debtor.
File proof of mailing notice with the clerk.

Attach authenticated copy of judgment, decree, or order to be
enforced.

For initial disclosures required by [Tex. R. Civ. P. 194](#)
(generally within thirty days after filing of the first
answer or general appearance), see form [5-18](#).

Form 31-22

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Petition to Enforce Foreign Judgment

On **[date]** the Court considered the Petition to Enforce Foreign Judgment under the Uniform Enforcement of Foreign Judgments Act, chapter 35 of the Texas Civil Practice and Remedies Code, of **[name of petitioner]**, Petitioner, and grants the petition, decrees the foreign judgment shall have the same effect as a judgment of this Court, and ORDERS the clerk of this Court to treat the foreign judgment in the same manner as a judgment of this Court.

SIGNED on _____.

JUDGE PRESIDING

Chapter 32

Enforcement—Spousal Maintenance and Alimony

Form 32-1	Petition for Enforcement of Spousal Maintenance and Order to Appear.	53
Form 32-2	Answer to Petition for Enforcement of Spousal Maintenance.	57
Form 32-3	Order of Enforcement by Contempt and Suspension of Commitment (Spousal Maintenance).	61
Form 32-4	Motion to Revoke Suspension of Commitment and Order to Appear.	71
Form 32-5	Order Revoking Suspension and for Commitment to County Jail.	75
Form 32-6	Order Holding Respondent in Contempt and for Commitment to County Jail (Spousal Maintenance).	80
<i>[Forms 32-7 through 32-10 are reserved for expansion.]</i>		
Form 32-11	Order of Income Withholding for Spousal Maintenance.	89
Form 32-12	Notice of Application for [Order/Writ] of Income Withholding for Spousal Maintenance.	93
Form 32-13	Motion to Stay Issuance and Delivery of [Order/Writ] of Income Withholding for Spousal Maintenance.	96
Form 32-14	Request for Issuance of [Order/Writ] of Income Withholding for Spousal Maintenance.	98
Form 32-15	Employer’s Motion for Hearing on Applicability of [Order/Writ].	100
Form 32-16	Request for Issuance of Writ of Income Withholding for Spousal Maintenance [Voluntary Withholding].	102
Form 32-17	Original Petition to [Terminate/Modify] [Order/Writ] of Income Withholding for Spousal Maintenance.	104
Form 32-18	Order [Terminating/Modifying] [Order/Writ] of Income Withholding for Spousal Maintenance.	107
Form 32-19	Motion to Confirm Spousal Maintenance Arrearage.	113
Form 32-20	Order on Motion to Confirm Arrearage of Spousal Maintenance.	116
Form 32-21	Original Petition to Recover Overpayment of Spousal Maintenance.	121
Form 32-22	Order on Petition to Recover Overpayment of Spousal Maintenance.	124
<i>[Forms 32-23 through 32-30 are reserved for expansion.]</i>		
Form 32-31	Petition to Enforce Foreign Judgment.	130

CHAPTER CONTENTS

Form 32-32	Order on Petition to Enforce Foreign Judgment	133

Form 32-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition for Enforcement of Spousal Maintenance and Order to Appear

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This suit is brought by [name of petitioner], Petitioner. [The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

Respondent, [name of respondent], should be served with process [include if applicable: at [address, city, state, zip code]].

4. On [date] this Court signed [an order/a decree] that appears in the minutes of this Court and states in relevant part as follows: [quote portion of order or decree to be enforced or clarified].

Or

4. On [date] this Court signed [an order/a decree] that appears in the minutes of this Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

Petitioner was the [petitioner/respondent] and Respondent was the [respondent/petitioner] in the prior proceedings.

5. Respondent has violated the order described above as follows:

[Name of respondent], Respondent, is in contempt of court for failing to Petitioner the full amount of maintenance due on each of the payment dates shown below.

Violation	Date Due	Date Paid	Amount Due	Amount Paid
The following are examples:				
1	11/17/2019	none paid	\$ 400.00	\$ 000.00
2	12/17/2019	12/27/2019	400.00	100.00
3	01/17/2020	01/25/2020	400.00	25.00
4	03/17/2020	03/20/2020	400.00	100.00
5	05/17/2020	none paid	400.00	000.00

6. Petitioner requests that Respondent be held in contempt, jailed, and fined for each violation alleged above, for a period of six months on each count, to run [concurrently/consecutively].

If each period of confinement assessed is to run and be satisfied consecutively, confinement may not exceed a cumulative total of eighteen months for three or more periods of confinement arising out of the same matter. Tex. Gov't Code § 21.002(h). If the total of requested jail time is more than six months the respondent is entitled to a jury.

Include 7. if civil contempt is sought.

7. Petitioner requests that after Respondent serves [his/her] sentence for criminal contempt, Respondent be confined in the county jail for a period not to exceed eighteen months (total for civil and criminal contempt) or until Respondent complies with the order of the Court, whichever comes first.

The total sentence for civil and criminal contempt combined is limited to eighteen months. [Tex. Gov't Code § 21.002\(h\)](#). In a civil contempt, the respondent is not entitled to a jury, because the respondent may obtain release at any time by complying with the order.

Include [8](#). if applicable.

8. Respondent has failed or refused to pay to Petitioner the maintenance that was awarded in the [order/decreed] previously entered by the Court. The amount of maintenance to which Petitioner is now entitled is \$[amount]. Petitioner prays that the Court award Petitioner a money judgment, including interest, against Respondent for that amount, for the unpaid payments to which Petitioner is now entitled.

Include [9](#). if income withholding is sought.

9. Petitioner requests the Court to issue an order for the withholding of income for the payment of [the arrearage/the arrearage and current spousal maintenance].

Include [10](#). if QDRO is sought. See practice notes at sections 25.121 and 25.122.

10. Petitioner requests the Court to issue a qualified domestic relations order for the payment of [the arrearage/current spousal maintenance/the arrearage and current spousal maintenance]. In addition, in order to ensure Movant receives the full amount awarded, Movant requests that this amount be adjusted upward to account for the 20 percent that will be automatically withheld by the retirement plan for taxes that are the responsibility of Respondent, and that Respondent be responsible for any fees charged by the plan administrator to review the qualified domestic relations order.

11. It was necessary to secure the services of [name of attorney], a licensed attorney, to enforce and protect the rights of [name of petitioner]. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid

directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

Petitioner prays that citation and notice issue as required by law, that the Court grant the Petition for Enforcement of Spousal Maintenance, for attorney's fees, expenses, costs, and interest as requested above, and for all further relief authorized by law.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Order to Appear

Respondent, [name of respondent], is ORDERED to appear and respond to this Petition for Enforcement in [designation and location of court] on _____ at _____ .M. The purpose of this hearing is to determine whether the relief requested in this petition should be granted.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order or decree.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 32-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Answer to Petition for Enforcement of Spousal Maintenance

This Answer to Petition for Enforcement of Spousal Maintenance is filed by [**name of respondent**], Respondent. [The last three numbers of Respondent's driver's license number are [**numbers**]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [**numbers**]./Respondent has not been issued a Social Security number.]

Include [1](#). if applicable.

1. Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

Include [2](#).–11. as applicable.

2. Respondent denies the allegations of the Petition for Enforcement of Spousal Maintenance.

3. The order sought to be enforced by Petitioner is incapable of enforcement, in that it is ambiguous and is not clear and specific enough in its terms that Respondent knows what duties or obligations are required.

4. Respondent has had insufficient notice of the hearing set on Petitioner's Petition for Enforcement of Spousal Maintenance and has had insufficient time to prepare to respond

to the petition. In the interest of justice, hearing on Petitioner's petition should be delayed and reset.

5. Petitioner's Petition for Enforcement of Spousal Maintenance is barred by the statutes of limitations.

6. Respondent lacked the ability to provide maintenance in the amount ordered; lacked property that could be sold, mortgaged, or otherwise pledged to raise the funds needed; attempted unsuccessfully to borrow the needed funds; and knew of no source from which the money could have been borrowed or otherwise legally obtained.

7. Respondent presently lacks the ability to provide maintenance in the amount ordered; lacks property that can be sold, mortgaged, or otherwise pledged to raise the funds needed; has tried unsuccessfully to borrow the needed funds; and knows of no source from which the money can be borrowed or otherwise legally obtained.

8. The order sought to be enforced by Petitioner is incapable of enforcement by contempt in that the voluntary periodic payments to be made to Petitioner [are/were] [contractual and not considered spousal maintenance as that term is used in the Texas Family Code/not approved by the Court].

9. A portion of the amount sought to be enforced by Petitioner is incapable of enforcement by contempt because it exceeds the amount that the Court could have ordered at the time the order was entered.

10. A portion of the amount sought to be enforced by Petitioner is incapable of enforcement by contempt because some of the payments provided for in the order are payable beyond the duration permitted by the Texas Family Code.

11. Contrary to the allegations of the Petition for Enforcement of Spousal Maintenance,

Select one of the following.

the following amount[s] [was/were] paid by Respondent to [Petitioner/[**name**]]: [**specify exact amount[s] and date[s] of payment**].

Or

[**Specifically describe other acts of compliance with order**].

Continue with the following.

Respondent prays that the Court deny Petitioner's Petition for Enforcement of Spousal Maintenance and that Respondent recover all attorney's fees and costs incurred.

[**Name**]

Attorney for Respondent

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for Respondent

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 32-3

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order of Enforcement by Contempt and Suspension of
Commitment (Spousal Maintenance)**

On [date] the Court considered the Petition for Enforcement of Spousal Maintenance of [name of petitioner], Petitioner.

Appearances

Petitioner, [name of petitioner],

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Jury

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

Or

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

Findings

The Court finds that on [**date**] [an order/a decree] was signed providing in relevant part as follows: [**quote portion of order or decree to be enforced or clarified**].

Or

The Court finds that on [**date**] [an order/a decree] was signed, the relevant portion[s] of which [is/are] attached as Exhibit [**exhibit number/letter**].

Continue with the following.

The Court further finds that Respondent has failed to pay spousal maintenance as ordered to [name] in the amounts and on the dates shown below:

Violation	Date Due	Date Paid	Amount Due	Amount Paid
The following are examples:				
1	11/17/2019	none paid	\$ 400.00	\$ 000.00
2	12/17/2019	12/27/2019	400.00	100.00
3	01/17/2020	01/25/2020	400.00	25.00
4	03/17/2020	03/20/2020	400.00	100.00
5	05/17/2020	none paid	400.00	000.00

The Court finds that Respondent was able to pay spousal maintenance in the amounts and on the dates ordered as set out above and that Respondent is guilty of a separate act of contempt for each such separate failure to pay spousal maintenance in the amounts ordered.

Include the following if civil contempt is to be assessed.

The Court further finds that on the day of this hearing Respondent had the ability to comply with the order of the Court by paying the spousal support as set forth in violation[s] [number[s]] enumerated above.

If money damages are awarded for failure to pay money, include the following paragraph.

The Court finds that Respondent has failed or refused to comply with the terms of the prior order and further has refused or failed to pay to Petitioner spousal maintenance that was awarded in the prior decree. The amount of arrearages to which Petitioner is now entitled is \$[amount].

Relief Granted

IT IS ADJUDGED that Respondent, [**name of respondent**], is in contempt for each separate violation enumerated above.

Include the following provisions for criminal contempt, for civil contempt, or for both criminal and civil contempt, as applicable.

Criminal Contempt

IT IS ORDERED that punishment for each separate violation is assessed at a fine of [**number**] dollars (\$[**amount**]) and confinement in the county jail of [**county**] County, Texas, for a period of [**specify**].

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of [**county**] County, Texas, for a period of [**number**] days for each separate violation enumerated above.

IT IS ORDERED that each period of confinement assessed in this order shall run and be satisfied [concurrently/consecutively], not to exceed a cumulative total of [**number**] [days/months].

If each period of confinement assessed is to run and be satisfied consecutively, confinement may not exceed a cumulative total of eighteen months for three or more periods of confinement arising out of the same matter. [Tex. Gov't Code § 21.002\(h\)](#).

And/Or

Civil Contempt

IT IS ORDERED that Respondent, [**name of respondent**], shall [be/thereafter be further] confined in the county jail of [**county**] County, Texas, for a period not to exceed eighteen months [**include if applicable:** , including time served for criminal contempt,] or until Respon-

dent has complied with the following orders, whichever occurs first. IT IS ORDERED that Respondent—

1. pay **[number]** dollars (\$**[amount]**) for unpaid spousal maintenance to Petitioner at **[address]**; and
2. pay **[number]** dollars (\$**[amount]**), as costs of this proceeding, to **[name]**, [the District Clerk of **[county]** County, Texas/Petitioner/Petitioner's attorney], at **[address]**; and
3. pay **[number]** dollars (\$**[amount]**), as attorney's fees in this proceeding, to **[name]** at **[address]**.

Continue with the following.

Suspension of Commitment [and Community Supervision]

IT IS ORDERED that commitment is suspended [**include if applicable:** and Respondent placed on community supervision for a period of **[time on community supervision]**] on the following terms and conditions:

Select either or both of the next two paragraphs.

1. IT IS ORDERED that Respondent, **[name of respondent]**, pay **[number]** dollars (\$**[amount]**), by cash, cashier's check, or money order, to Petitioner before **[time]** on **[date]** as a lump-sum payment on the spousal maintenance arrearage and any accrued interest.

And/Or

2. IT IS ORDERED that Respondent, **[name of respondent]**, pay **[number]** dollars (\$**[amount]**), by cash, cashier's check, or money order, to Petitioner on **[day]** of each **[month/week]**, beginning **[date]** and continuing in the same amount and frequency on every **[specify]** thereafter, until Respondent has paid the full spousal maintenance arrearage, including any accrued interest, of **[number]** dollars (\$**[amount]**).

Continue with the following.

3. IT IS ORDERED that Respondent pay **[number]** dollars (\$**[amount]**), taxed as costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Petitioner/Petitioner's attorney], at **[address]** by **[time]** on **[date]**.

4. IT IS ORDERED that Respondent pay, by cash, cashier's check, or money order, as attorney's fees, expenses, and costs **[number]** dollars (\$**[amount]**), taxed as costs, to **[name]** at **[address]** by **[time]** on **[date]**. The attorney may enforce this order for attorney's fees, expenses, and costs in the attorney's own name.

Continue with 5.–11. as applicable.

5. IT IS ORDERED that Respondent pay all spousal maintenance as ordered by the Court **[specify order]**.

6. IT IS ORDERED that Respondent report to the community supervision officer as follows: **[specify times and other conditions]**.

7. IT IS ORDERED that Respondent permit the community supervision officer to visit Respondent at Respondent's home or elsewhere as follows: **[specify times and other conditions]**.

8. IT IS ORDERED that Respondent obtain counseling on **[specify subjects of counseling, e.g., financial planning, budget management, conflict resolution, parenting skills, alcohol abuse, drug abuse, [specify any other matters]]** as follows: **[specify conditions of counseling]**.

9. IT IS ORDERED that Respondent seek employment assistance services offered by the Texas Workforce Commission under section 302.0035 of the Texas Labor Code.

10. IT IS ORDERED that Respondent participate in the following services to alleviate conditions that prevented Respondent from obeying the court's order: **[specify services and conditions of participation]**.

11. IT IS ORDERED that Respondent pay a community supervision fee of **[number]** dollars (\$**[amount]**), by cash, cashier's check, or money order, to the Court through **[name of agency]** during the community supervision period beginning **[date]** and on every **[day of week]** thereafter, until the period of community supervision is over.

Continue with the following.

Judgment

IT IS ORDERED that **[name of petitioner]** is granted judgment against **[name of respondent]** for **[number]** dollars (\$**[amount]**), such judgment bearing interest at **[percent]** percent per year compounded annually from the date this order is signed, for which let execution issue.

Include the following paragraphs if income withholding is ordered.

Income Withholding

IT IS FURTHER ORDERED that all arrearages to which Petitioner is now entitled **[include if applicable: and all current spousal maintenance amounts]** shall be payable through a withholding of earnings for spousal maintenance. IT IS FURTHER ORDERED that the withholding from earnings for spousal maintenance shall be binding on Respondent's present employer and all subsequent employers. On this date the Court authorized the issuance of an Order of Income Withholding for Spousal Maintenance. **[See form 32-11.]** The amounts to be withheld from Respondent's disposable earnings are stated in that Order of Income Withholding for Spousal Maintenance, which is wholly incorporated by reference into this order.

Any employer of Respondent is ORDERED to begin withholding no later than the first pay period following the date on which the Order of Income Withholding for Spousal Maintenance is served on the employer. The employer is ORDERED to continue to withhold income as long as Respondent remains in employment and spousal maintenance is due and payable.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Respondent by the employer and paid in accordance with the order shall constitute a credit against the spousal maintenance obligation. Payment of the full amount of spousal maintenance ordered paid by any prior court order and by this order through this withholding from income shall discharge the spousal maintenance obligation. If the amount withheld from income and credited against the spousal maintenance obligation is less than 100 percent of the amount ordered to be paid by that prior court order and by this order, the balance due remains an obligation of Respondent, and it is ORDERED that Respondent pay the balance due directly to the Oblige as specified in the Order of Income Withholding for Spousal Maintenance.

IT IS ORDERED that Respondent and the employer shall notify this Court and Petitioner 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 Respondent and the name and address of [his/her] current employer, whenever that information becomes available.

IT IS ORDERED that, on the request of Petitioner or Respondent, the clerk of this Court shall cause a certified copy of the Order 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.

Include the following paragraph if a QDRO is ordered. See practice notes at sections 25.121 and 25.122.

Qualified Domestic Relations Order

IT IS FURTHER ORDERED that [all arrearages to which Petitioner is now entitled/all current spousal maintenance amounts/all arrearages to which Petitioner is now entitled and all current spousal maintenance amounts] shall be payable in accordance with a Qualified Domestic Relations Order signed by the Court on or after the date this order is signed. IT IS FURTHER ORDERED that the amount awarded herein shall be adjusted upward to account for the 20 percent that will be automatically withheld by the retirement plan for taxes that are the responsibility of Respondent, and the Qualified Domestic Relations Order for the [**exact name of plan**] shall reflect this adjusted value. [**Include if applicable:** IT IS FURTHER ORDERED that Respondent shall be responsible for any fees charged by the plan administrator for review of the Qualified Domestic Relations Order.]

Continue with the following.

Attorney's Fees

IT IS ORDERED that a judgment is awarded to [**name of attorney**] in the amount of [**number**] dollars (\$[**amount**]) for reasonable attorney's fees, expenses, and costs incurred by [**name of party**], with interest at [**percent**] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [**name of respondent**], Respondent, and Respondent is ORDERED to pay the fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to [**name of attorney**] at [**address**] 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.

Costs

IT IS FURTHER ORDERED that costs of court of [number] dollars (\$[amount]) are taxed against [name of respondent], and [name of respondent] is ORDERED to pay those costs, by cash, cashier's check, or money order, to [name], [the District Clerk of [county] County, Texas/Petitioner/Petitioner's attorney], at [address] on or before [time] on [date].

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order or decree.

For a motion to revoke suspension of commitment, see form [32-4](#).

Form 32-4

Include the following notice if the motion contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Revoke Suspension of Commitment and Order to Appear

This Motion to Revoke Suspension of Commitment is brought by **[name of movant]**, Movant, who requests the Court to revoke the suspension of a commitment previously ordered by this Court. Respondent, **[name of respondent]**, should be served with process **[include if applicable: at [address, city, state, zip code]]**. In support, Movant shows:

1. On **[date]** this Court signed an order that appears in the minutes of this Court in which Respondent was found to be in contempt of this Court. That order states in relevant part as follows: **[quote exact language of the order that the respondent has disobeyed]**.

Or

1. On **[date]** this Court signed an order that appears in the minutes of this Court in which Respondent was found to be in contempt of this Court. The relevant portion[s] of the order **[is/are]** attached to this motion as Exhibit **[exhibit number/letter]**.

2. Respondent has failed to comply with the terms and conditions of suspension as follows:

List each specific act, in separate paragraphs and in detail, by which the respondent has failed to comply with the terms and conditions of suspension, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

- a. Respondent failed to pay Movant \$400 at [address] on June 14, 2020.
- b. Respondent failed to report to the community supervision and corrections officer on June 21, 2020.
- c. Respondent failed to pay the \$25 fee due on June 7, 2020.

Movant requests that the Court order Respondent's arrest by warrant and that Respondent be brought promptly before the Court after arrest.

Movant requests that the previous suspension of commitment be revoked and that Respondent be committed in accordance with the prior order.

3. It was necessary to secure the services of [name of attorney], a licensed attorney, to enforce and protect the rights of [name of movant]. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

Movant prays that the suspension of commitment previously ordered be revoked and that Respondent be committed to the county jail in accordance with the prior order.

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a verification. See form 8-27.

Verification

The undersigned states under oath: "I am Movant in the foregoing Motion to Revoke Suspension of Commitment. I have personal knowledge of the facts and allegations stated in it, and they are true and correct."

Movant

SIGNED on _____.

Notary Public, State of Texas

Order to Appear

Respondent, [**name of respondent**], is ORDERED to appear before this Court on _____ at _____ .M. and respond to this Motion to Revoke Suspension of Commitment. The purpose of this hearing is to determine whether Respondent has violated one or more terms or conditions of the prior suspension of commitment as alleged in this Motion to Revoke Suspension of Commitment, whether further attorney's fee and costs should be assessed against Respondent, and whether Respondent should be immediately confined in jail as assessed in the prior order.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For a revocation order based on this motion, see form [32-5](#).

Form 32-5

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Revoking Suspension and for Commitment to County Jail

On **[date]** the Court heard Movant's Motion to Revoke Suspension of Commitment.

Appearances

Movant, **[name of movant]**,

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Findings

The Court finds that Respondent has failed to comply with the terms and conditions of the order of this Court suspending commitment signed on [**date**] that appears in the minutes of this Court and states in relevant part as follows: [**quote exact language of underlying order**].

Or

The Court finds that Respondent has failed to comply with the terms and conditions of the order of this Court suspending commitment signed on [**date**] that appears in the minutes of this Court, the relevant portion[s] of which [is/are] attached as Exhibit [**exhibit number/letter**].

Continue with the following.

The Court further finds that Respondent failed to comply with the terms of the suspension of commitment as follows:

List each specific act, in separate paragraphs and in detail, by which the respondent has failed to comply with the terms and conditions of suspension, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

- a. Respondent failed to pay Movant \$400 on June 14, 2020, although Respondent was able to comply at that time.
- b. Respondent failed to report to the community supervision and corrections officer on June 21, 2020, although Respondent was able to comply at that time.
- c. Respondent failed to pay the \$25 fee due on June 7, 2020, although respondent was able to comply at that time.

Include the following if civil contempt is to be assessed.

The Court further finds that at the time of this hearing Respondent is able to comply with the order by **[specify]**.

Continue with the following.

The Court further finds that the suspension of commitment should be revoked.

The Court further finds that attorney's fees and costs of \$**[amount]** should be assessed against Respondent in this proceeding in addition to the attorney's fees and costs assessed in the order suspending commitment signed on **[date]** and referred to above.

Relief Granted

Revocation

IT IS ADJUDGED that Respondent has failed to comply with the terms and conditions of suspension of commitment as enumerated above. IT IS ORDERED that suspension of commitment of Respondent is revoked.

Attorney's Fees

IT IS ORDERED that a judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay the fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** 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.

Costs

IT IS ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, and **[name of respondent]**, Respondent, is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Movant/Movant's attorney], at **[address]** on or before **[time]** on **[date]**.

Commitment

IT IS ORDERED that Respondent, **[name of respondent]**, is committed to the custody of the sheriff of **[county]** County, Texas, to be confined, as ordered by the order suspending commitment, until Respondent has **[quote exact language of the punishment assessed in the order suspending commitment]**.

IT IS FURTHER ORDERED that the sheriff of **[county]** County shall take custody of Respondent and commit [him/her] to the **[county]** County jail to be confined in accordance with the judgment of contempt as set forth above.

Issuance of Process

IT IS ORDERED that all writs and other process necessary for the enforcement of this order be issued.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

If a separate writ of commitment is needed, see form [35-1](#).

Form 32-6

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order Holding Respondent in Contempt and for Commitment to
County Jail (Spousal Maintenance)**

On [date] the Court considered the Petition for Enforcement of Spousal Maintenance of [name of petitioner], Petitioner.

Appearances

Petitioner, [name of petitioner],

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Jury

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

Or

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

Findings

The Court finds that on [**date**] [an order/a decree] was signed providing in relevant part as follows: [**quote portion of order or decree to be enforced or clarified**].

Or

The Court finds that on [**date**] [an order/a decree] was signed, the relevant portion[s] of which [is/are] attached as Exhibit [**exhibit number/letter**].

Continue with the following.

The Court further finds that Respondent has failed to pay spousal maintenance as ordered to **[name]** in the amounts and on the dates shown below:

Violation	Date Due	Date Paid	Amount Due	Amount Paid
The following are examples:				
1	11/17/2019	none paid	\$ 400.00	\$ 000.00
2	12/17/2019	12/27/2019	400.00	100.00
3	01/17/2020	01/25/2020	400.00	25.00
4	03/17/2020	03/20/2020	400.00	100.00
5	05/17/2020	none paid	400.00	000.00

The Court finds that Respondent was able to pay spousal maintenance in the amounts and on the dates ordered as set out above and that Respondent is guilty of a separate act of contempt for each such separate failure to pay spousal maintenance in the amounts ordered.

Include the following if civil contempt is to be assessed.

The Court further finds that on the day of this hearing Respondent had the ability to comply with the order of the Court by paying the spousal support as set forth in violation[s] **[number[s]]** enumerated above.

If money damages are awarded for failure to pay money, include the following paragraph.

The Court finds that Respondent has failed or refused to comply with the terms of the prior order and further has refused or failed to pay to Petitioner spousal maintenance that was awarded in the prior decree. The amount of arrearages to which Petitioner is now entitled is **[\$[amount]]**.

Continue with the following.

The Court further finds that attorney's fees, expenses, and costs of \$[amount] should be assessed against Respondent.

Relief Granted

IT IS ADJUDGED that Respondent, [name of respondent], is in contempt for each separate violation enumerated above.

Include the following provisions for criminal contempt, for civil contempt, or for both criminal and civil contempt, as applicable.

Criminal Contempt

IT IS ORDERED that punishment for each separate violation is assessed at a fine of [number] dollars (\$[amount]) and confinement in the county jail of [county] County, Texas, for a period of [specify].

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of [county] County, Texas, for a period of [number] days for each separate violation enumerated above.

IT IS ORDERED that each period of confinement assessed in this order shall run and be satisfied [concurrently/consecutively], not to exceed a cumulative total of [number] [days/months].

IT IS ORDERED that the sheriff of [county] County shall take custody of Respondent and commit [him/her] to the [county] County jail to serve the sentence for criminal contempt as set forth above.

If each period of confinement assessed is to run and be satisfied consecutively, confinement may not exceed a cumulative total of eighteen months for three or more periods of confinement arising out of the same matter. [Tex. Gov't Code § 21.002\(h\)](#).

And/Or

Civil Contempt

IT IS ORDERED that Respondent, [**name of respondent**], shall [be/thereafter be further] confined in the county jail of [**county**] County, Texas, for a period not to exceed eighteen months [**include if applicable:** , including time served for criminal contempt,] or until Respondent has complied with the following orders, whichever occurs first. IT IS ORDERED that Respondent—

1. pay [**number**] dollars (\$[**amount**]) for unpaid spousal maintenance to Petitioner at [**address**]; and
2. pay [**number**] dollars (\$[**amount**]), as costs of this proceeding, to [**name**], [the District Clerk of [**county**] County, Texas/Petitioner/Petitioner's attorney], at [**address**]; and
3. pay [**number**] dollars (\$[**amount**]), as attorney's fees in this proceeding, to [**name**] at [**address**].

IT IS ORDERED that the sheriff of [**county**] County shall take custody of Respondent and commit [him/her] to the [**county**] County jail until [he/she] has purged [himself/herself] of [his/her] contempt pursuant to the terms set forth above.

The total sentence for civil and criminal contempt combined is limited to eighteen months. [Tex. Gov't Code § 21.002\(h\)](#).

Continue with the following.

Judgment

IT IS ORDERED that [**name of petitioner**] is granted judgment against [**name of respondent**] for [**number**] dollars (\$[**amount**]), such judgment bearing interest at [**percent**]

percent per year compounded annually from the date this order is signed, for which let execution issue.

Include the following paragraphs if income withholding is ordered.

Income Withholding

IT IS FURTHER ORDERED that all arrearages to which Petitioner is now entitled [include if applicable: and all current spousal maintenance amounts] shall be payable through a withholding of earnings for spousal maintenance. IT IS FURTHER ORDERED that the withholding from earnings for spousal maintenance shall be binding on Respondent's present employer and all subsequent employers. On this date the Court authorized the issuance of an Order of Income Withholding for Spousal Maintenance. [See form 32-11.] The amounts to be withheld from Respondent's disposable earnings are stated in that Order of Income Withholding for Spousal Maintenance, which is wholly incorporated by reference into this order.

Any employer of Respondent is ORDERED to begin withholding no later than the first pay period following the date on which the Order of Income Withholding for Spousal Maintenance is served on the employer. The employer is ORDERED to continue to withhold income as long as Respondent remains in employment and spousal maintenance is due and payable.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Respondent by the employer and paid in accordance with the order shall constitute a credit against the spousal maintenance obligation. Payment of the full amount of spousal maintenance ordered paid by any prior court order and by this order through this withholding from income shall discharge the spousal maintenance obligation. If the amount withheld from income and credited against the spousal maintenance obligation is less than 100 percent of the amount ordered to be paid by that prior court order and by this order, the balance due remains an obligation of Respondent, and it is ORDERED that Respondent pay the balance due

directly to the Obligee as specified in the Order of Income Withholding for Spousal Maintenance.

IT IS ORDERED that Respondent and the employer shall notify this Court and Petitioner 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 Respondent and the name and address of [his/her] current employer, whenever that information becomes available.

IT IS ORDERED that, on the request of Petitioner or Respondent, the clerk of this Court shall cause a certified copy of the Order 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.

Include the following paragraph if a QDRO is ordered. See practice notes at sections 25.121 and 25.122.

Qualified Domestic Relations Order

IT IS FURTHER ORDERED that [all arrearages to which Petitioner is now entitled/all current spousal maintenance amounts/all arrearages to which Petitioner is now entitled and all current spousal maintenance amounts] shall be payable in accordance with a Qualified Domestic Relations Order signed by the Court on or after the date this order is signed. IT IS FURTHER ORDERED that the amount awarded herein shall be adjusted upward to account for the 20 percent that will be automatically withheld by the retirement plan for taxes that are the responsibility of Respondent, and the Qualified Domestic Relations Order for the **[exact name of plan]** shall reflect this adjusted value. **[Include if applicable: IT IS FURTHER**

ORDERED that Respondent shall be responsible for any fees charged by the plan administrator for review of the Qualified Domestic Relations Order.]

Continue with the following.

Attorney's Fees

IT IS ORDERED that a judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay the fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** 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.

Costs

IT IS FURTHER ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against **[name of respondent]**, and **[name of respondent]** is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Petitioner/Petitioner's attorney], at **[address]** on or before **[time]** on **[date]**.

Issuance of Process

IT IS ORDERED that all writs and other process necessary for the enforcement of this order be issued.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order or decree.

If a separate writ of commitment is needed, see form [35-1](#). For forms for issuance of capias, see forms [35-2](#) and [35-3](#).

Forms 32-7 through 32-10 are reserved.

Form 32-11

Form 32-11 is appropriate as an order for the withholding of income for spousal maintenance only. An order or writ of withholding for spousal maintenance may be combined with an order or writ of withholding for child support only under certain circumstances, and such a combination order or writ must be in the form prescribed by the title IV-D agency under section 158.106 of the Texas Family Code (see form 9-3). [Tex. Fam. Code § 8.101\(c\), \(d\)](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order of Income Withholding for Spousal Maintenance

The Court ORDERS you, the employer of [**name of obligor**], Obligor, to withhold income from [his/her] disposable earnings from this employment as follows:

Obligor

Name:

Address:

Social Security number:

Obligee

Name:

Address:

Social Security number:

Withholding Earnings for Spousal Maintenance

The Court ORDERS that any employer of [**name of obligor**] shall begin withholding from [his/her] disposable earnings no later than the first pay period following the date this order is served on that employer.

Method of Payment

The Court ORDERS the employer, on each pay date, to remit all amounts withheld to the Obligee at the address shown above or such other address as the Obligor may notify you of in writing.

“Arrearage” Defined

As used in this order, the term “arrearage” means the total amount of past-due spousal maintenance, which is \$[**amount**].

Order to Withhold

The Court ORDERS the employer to withhold the following amounts from the earnings of [**name of obligor**]:

[**number**] dollars (\$[**amount**]) if Obligor is PAID MONTHLY, which is

[**number**] dollars (\$[**amount**]) on current spousal maintenance and

[**number**] dollars (\$[**amount**]) on the arrearage owed.

[**number**] dollars (\$[**amount**]) if Obligor is PAID TWICE MONTHLY, which is

[**number**] dollars (\$[**amount**]) on current spousal maintenance and

[**number**] dollars (\$[**amount**]) on the arrearage owed.

[number] dollars (\$[amount]) if Obligor is PAID EVERY OTHER WEEK, which is

[number] dollars (\$[amount]) on current spousal maintenance and

[number] dollars (\$[amount]) on the arrearage owed.

[number] dollars (\$[amount]) if Obligor is PAID EVERY WEEK, which is

[number] dollars (\$[amount]) on current spousal maintenance and

[number] dollars (\$[amount]) on the arrearage owed.

The Court ORDERS the employer to withhold the above amount until the arrearage is paid in full, after which the Court ORDERS the employer to withhold the following amounts from the earnings of **[name of obligor]**:

[number] dollars (\$[amount]) if Obligor is PAID MONTHLY.

[number] dollars (\$[amount]) if Obligor is PAID TWICE MONTHLY.

[number] dollars (\$[amount]) if Obligor is PAID EVERY OTHER WEEK.

[number] dollars (\$[amount]) if Obligor is PAID EVERY WEEK.

The Court ORDERS the employer to withhold the above amount until **[date]**.

Calculating Disposable Earnings

The employer shall calculate **[name of obligor]**'s disposable earnings, which are subject to withholding for spousal maintenance, as follows:

1. Determine the earnings of **[name of obligor]**. "Earnings" means a payment to or due an individual, regardless of source and how denominated, and includes a periodic or lump-sum payment for wages, salary, compensation received as an independent contractor,

overtime pay, severance pay, commission, bonus, and interest income; payments made under a pension, an annuity, workers' compensation, and a disability or retirement program; unemployment benefits; compensation from a transportation network company as defined by section 2402.001 of the Texas Occupations Code; and compensation from a person that operates a technology platform used to make deliveries to customers.

2. Subtract the following sums to calculate **[name of obligor]**'s disposable earnings:
 - a. any amounts required by law to be withheld, that is, federal income tax and federal FICA or OASI tax (Social Security) and Railroad Retirement Act contributions;
 - b. union dues;
 - c. nondiscretionary retirement contributions by **[name of obligor]**; and
 - d. medical, hospitalization, and disability insurance coverage for **[name of obligor]** and **[his/her]** child~~ren~~.

SIGNED on _____.

JUDGE PRESIDING

Form 32-12

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Notice of Application for [Order/Writ] of Income Withholding for
Spousal Maintenance**

You, the obligor named below, are given notice in accordance with subchapter F, chapter 8, of the Texas Family Code that your employer will be required to withhold the amounts specified below for payment of both your current support obligation for spousal maintenance for the obligee named below and for any overdue spousal maintenance (arrearage) as follows:

Obligor

Name:

Social Security number:

Obligee

Name:

Social Security number:

Monthly spousal maintenance due: \$[**amount**]

Total arrearage: \$[**amount**]

As of: [**date of this order**]

Monthly amounts to be withheld from your wages on service of [order/writ]:

On current spousal maintenance: \$[amount]

On spousal maintenance arrearage owed: \$[amount]

Include the following if applicable.

You have failed to pay more than one spousal maintenance payment in accordance with your order of spousal maintenance. The [Order/Writ] of Income Withholding for Spousal Maintenance may include arrearages that accrue between the filing of this notice and the issuance of the [order/writ].

Continue with the following.

The order to withhold from your wages applies to each current or subsequent employer and period of employment.

If you do not contest this withholding within ten days after the receipt of this Notice of Withholding, your employer will be notified to begin deducting from your pay the amounts specified above.

Your sole ground for successfully contesting the issuance of [an Order/a Writ] of Income Withholding for Spousal Maintenance is a mistake of fact. If you claim that you are not the person who owes the spousal maintenance, or that you are not in arrears, or that the arrearage listed on the notice is incorrect, you can request a hearing by completing a Motion to Stay Issuance and Delivery of [Order/Writ] of Income Withholding for Spousal Maintenance and filing the motion within ten days of receipt of this notice with the clerk of the Court listed on the top of this notice.

Filing the attached motion will stay issuance and delivery of the [Order/Writ] of Income Withholding for Spousal Maintenance to your employer until a hearing is held.

If you contest this withholding, you will be afforded an opportunity to present your case to the court within thirty days of receipt of your notice of contest. The hearing will be limited to the disputed issues as stated on the Motion to Stay Issuance and Delivery of [Order/Writ] of Income Withholding for Spousal Maintenance.

At the hearing the court will decide the contested delinquency and will either enter an order for income withholding or decide that an order for income withholding should not be entered. It is anticipated that additional arrearages will accrue, and on hearing the court will be requested to confirm all amounts then due.

An unsworn declaration may be used in place of a verification. See form 8-27 .

Verification

I, **[name of affiant]**, swear under oath that the above Notice of Application for [Order/Writ] of Income Withholding for Spousal Maintenance is true and correct.

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 32-13

Include the following notice if the motion contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Motion to Stay Issuance and Delivery of [Order/Writ] of Income
Withholding for Spousal Maintenance**

This motion is brought by the undersigned person, who states that [he/she] contests the issuance of [an Order/a Writ] of Income Withholding for Spousal Maintenance that has been requested by [name]. I state that the ground for contesting the issuance of [an Order/a Writ] of Income Withholding for Spousal Maintenance is that:

- ☐ I am not the obligor, the person who is required by a court order to support the obligee named in the notice.
- ☐ The amount of current spousal maintenance listed is incorrect.
- ☐ The amount of overdue spousal maintenance (arrearages) listed is incorrect.
- ☐ I am not behind in paying spousal maintenance. Explanation:

The information contained in this motion is true and correct.

Name:

Address:

Phone:

Signature

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of place of hearing]**.

SIGNED on _____.

Judge or Clerk or Title IV-D Agency
Representative

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name**]

Form 32-14

Include the following notice if the request contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Request for Issuance of [Order/Writ] of Income Withholding for
Spousal Maintenance**

To the Clerk of the Court:

[Name] requests, in accordance with section 8.153 of the Texas Family Code, that you issue by certified mail, return receipt requested, [an Order/a Writ] of Income Withholding for Spousal Maintenance with a copy of subchapter E, chapter 8, of the Texas Family Code to the employer of [name of obligor], Obligor.

Name of Employer:

Address:

Monthly spousal maintenance payment due: \$[amount]

Total spousal maintenance arrearage: \$[amount]

As of: [date of this order]

The monthly amounts to be withheld from Obligor's wages are set out in the attached [Order/Writ] of Income Withholding for Spousal Maintenance.

Requested on _____.

[Name]

Attorney for [name of obligee]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Form 32-15

Include the following notice if the motion contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Employer's Motion for Hearing on Applicability of [Order/Writ]

This motion is brought by [name], Employer, in accordance with section 8.205 of the Texas Family Code, seeking a hearing on the [Order/Writ] of Income Withholding for Spousal Maintenance issued in this case on [date] and delivered to Employer on [date].

Employer should not be required to withhold in accordance with the [Order/Writ] of Income Withholding for Spousal Maintenance because [specify].

Under section 8.205 of the Texas Family Code, [name of employer] requests the Court to set a hearing on this motion to be held within fifteen days following the filing of this motion.

Obligor's employer:

Address:

[Name]

Attorney for [name]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of place of hearing]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name**]

Form 32-16

An order for withholding from income for spousal maintenance is found in form [32-11](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Request for Issuance of Writ of Income Withholding for
Spousal Maintenance**
[Voluntary Withholding]

To the Clerk of the Court:

[**Name**], Obligor, requests, in accordance with section 8.108 of the Texas Family Code, that you issue a Writ of Income Withholding for Spousal Maintenance to Obligor's employer.

Name of Employer:

Address:

[**Name**], Obligee, agrees to the issuance and delivery to Obligor's employer of the attached Writ of Income Withholding for Spousal Maintenance and to the monthly amounts of withholding set out in the writ. The requested writ does not reduce the total amount of spousal maintenance, including arrearages, owed by Obligor.

An unsworn declaration may be used in place of a written sworn declaration. See form 8-27 .

The information contained in this request is true and correct.

Name: [**name of obligor**]

Address:

Telephone:

Signature

SIGNED under oath before me on _____.

Notary Public, State of Texas

The information contained in this request is true and correct.

Name: [**name of obligee**]

Address:

Telephone:

Signature

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 32-17

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Original Petition to [Terminate/Modify] [Order/Writ] of Income
Withholding for Spousal Maintenance**

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This suit is brought by [name of petitioner], Petitioner. [The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

[Name of respondent] is Respondent.

4. This Court has continuing jurisdiction of this suit and of this Court's order for spousal maintenance.

5. Respondent, [name of respondent], is [relationship or capacity].

Select one of the following.

Process should be served [include if applicable: at [address, city, state, zip code]].

No service is necessary at this time.

6. On [date] [an Order/a Writ] of Income Withholding for Spousal Maintenance was [rendered/issued]. This [order/writ] is currently in effect, and Petitioner's employer is currently withholding wages.

Petitioner and Respondent are the Obligor and Obligee, respectively, under the [order/writ].

7. The [Order/Writ] of Income Withholding for Spousal Maintenance should be terminated because Petitioner has complied fully with the terms of the spousal maintenance order of this Court.

Or

7. Petitioner and Respondent agree that the [Order/Writ] of Income Withholding for Spousal Maintenance may be [terminated/modified].

8. Since the order for spousal maintenance has terminated, the [Order/Writ] of Income Withholding for Spousal Maintenance should be terminated by this Court.

Or

8. Since the parties have agreed to the [termination/modification], the [Order/Writ] of Income Withholding for Spousal Maintenance should be [terminated by this Court/modified as follows: **specify**]].

Include 9. if applicable.

9. It was necessary for Petitioner to secure the services of [name], a licensed attorney, to prepare and prosecute this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned

attorney, who may enforce the judgment in the attorney's own name. Petitioner requests post-judgment interest as allowed by law.

Continue with the following.

Petitioner prays that citation and notice issue as required by law.

Petitioner prays that the [Order/Writ] of Income Withholding for Spousal Maintenance be [terminated/modified].

Petitioner prays for [**include if applicable:** attorney's fees, expenses, costs, and interest as requested above and for] general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 32-18

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order [Terminating/Modifying] [Order/Writ] of Income
Withholding for Spousal Maintenance**

On [date] a hearing was held on the Petition to [Terminate/Modify] [Order/Writ] of Income Withholding for Spousal Maintenance filed by [name of petitioner], Petitioner.

Appearances

Petitioner, [name of petitioner],

Select one of the following.

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

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],

Select one of the following.

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 was duly notified of trial but failed to appear and defaulted.

has agreed to the terms of this order as evidenced by Respondent's signature below.

Jurisdiction

The Court, having examined the pleadings and heard the evidence and argument of counsel, finds that it has continuing, exclusive jurisdiction of this case and of all the parties. A jury was waived, and all matters in controversy, including questions of fact and of law, were submitted to the Court. All persons entitled to citation were properly cited.

Record

A record of the testimony was waived with the consent of the Court.

Or

A record of the proceeding was made by [[**name, address**]/the court reporter for the [**designation**] Court].

Findings

The Court finds that Petitioner has complied fully with the terms of the spousal maintenance order of this Court.

Or

The Court finds that Petitioner and Respondent have agreed that the [Order/Writ] of Income Withholding for Spousal Maintenance may be [terminated/modified].

Order

If the order or writ is terminated, use the following.

IT IS THEREFORE ORDERED that the [order/writ] of income withholding [rendered/issued] on [**date**] is terminated.

If the order or writ is modified, use the following.

IT IS THEREFORE ORDERED that the [order/writ] of income withholding [rendered/issued] on [**date**] is modified.

On this date the Court authorized the issuance of [an Order/a Writ] of Income Withholding for Spousal Maintenance. [See form 32-11.] The modified amounts to be withheld from Respondent's disposable earnings are stated in that [order/writ], which is wholly incorporated by reference into this order.

Any employer of Respondent is ORDERED to begin withholding no later than the first pay period following the date on which the [Order/Writ] of Income Withholding for Spousal Maintenance is served on the employer. The employer is ORDERED to continue to withhold income as long as Respondent remains in employment and spousal maintenance is due and payable.

Credit on Spousal Maintenance Obligation

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Respondent by the employer and paid in accordance with the order shall constitute a credit against the spousal maintenance obligation. Payment of the full amount of spousal maintenance ordered paid by any prior court order and by this order through this 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 that prior court order and by this order, the balance due

remains an obligation of Respondent, and it is ORDERED that Respondent pay the balance due directly to the Obligee as specified in the [Order/Writ] of Income Withholding for Spousal Maintenance.

Clerk's Duties

IT IS ORDERED that, on the request of Petitioner or Respondent, 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.

Attorney's Fees

IT IS ORDERED that good cause exists to award [**name of attorney**] a judgment of [**number**] dollars (\$[**amount**]) for reasonable attorney's fees, expenses, and costs, with interest at [**percent**] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [**name of respondent**], Respondent. Respondent is ORDERED to pay the fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to [**name of attorney**] at [**address**] 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.

Costs

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

Or

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

Or

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

Or

IT IS ORDERED 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.

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

If the order or writ of withholding was modified, use form [32-11](#) to prepare a new order or writ to the employer reflecting the modifications ordered.

Form 32-19

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Confirm Spousal Maintenance Arrearage

This Motion to Confirm Spousal Maintenance Arrearage is brought by [**name of movant**], Movant. [The last three numbers of Movant's driver's license number are [**numbers**]./Movant has not been issued a driver's license.] [The last three numbers of Movant's Social Security number are [**numbers**]./Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [**If level 3, see form 5-1.**]

Include [2](#). if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This Court has continuing jurisdiction of this case as a result of prior proceedings.

4. Respondent is [**name of respondent**].

Select one of the following.

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

No service is necessary at this time.

5. On [date] this Court signed an order that appears in the minutes of this Court and states in relevant part as follows: [quote portion of order to be enforced].

Or

5. On [date] this Court signed an order that appears in the minutes of this Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

Respondent was ordered to pay spousal maintenance of \$[amount] per [period], beginning [date] and [frequency] thereafter. That amount and frequency of obligation remain unchanged to the date of this motion.

In the order described above, [name of respondent] was ordered to make all payments to Petitioner [include provisions of order regarding method of payment].

6. Respondent has failed to pay spousal maintenance as ordered. Respondent's total arrearage at the time of filing is \$[amount] [include if applicable: , including \$[amount] owed on previously confirmed arrearages and \$[amount] on spousal maintenance not yet confirmed].

There have been repeated violations of the court order, and future violations of a similar nature may occur before hearing. Movant requests the confirmation of arrearages, a judgment for the arrearages and interest, and interest on the judgment until paid. Movant requests the Court to order income withheld for the arrearages, attorney's fees, court costs, and interest.

7. Movant requests the Court to order income withheld for current spousal maintenance.

8. It was necessary to secure the services of [name of attorney], a licensed attorney, to enforce and protect Petitioner's rights. Respondent should be ordered to pay reasonable

attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney. Movant requests postjudgment interest as allowed by law.

Movant prays that judgment be rendered against Respondent for any spousal maintenance arrearage, interest, and attorney's fees, expenses, and costs.

Movant prays for general relief.

[Name]
Attorney for Movant
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 32-20

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Confirm Arrearage of Spousal Maintenance

On [date] the Court heard Movant's Motion to Confirm Spousal Maintenance Arrearage.

Appearances

Movant, [name of movant],

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

[**Include if applicable:** The parties have agreed on the terms of this order as evidenced by their signatures below.] The Court finds that Respondent has failed to make payments as ordered. The Court finds and confirms that Respondent is in arrears in the amount of \$[**amount**] for the period [**date**] through [**date**] and that interest has accrued in the amount of \$[**amount**]. Judgment should be awarded against Respondent in the total amount of \$[**amount**] for the arrearages and interest.

The Court further finds that attorney's fees and costs of \$[**amount**] should be assessed against Respondent.

The Court further finds that all [arrearage/arrearages and current spousal maintenance] amounts should be withheld from Respondent's income.

Relief Granted

Judgment

IT IS ORDERED that [name] is granted a judgment for spousal maintenance arrearages, including accrued interest, against Respondent of [number] dollars (\$[amount]), such judgment bearing interest at the lawful rate from the date this order is signed, for which let execution issue.

Attorney's Fees

IT IS ORDERED that a judgment is awarded to [name of attorney] in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs incurred by [name of party], with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [name of respondent], Respondent, and Respondent is ORDERED to pay the fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to [name of attorney] at [address] 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.

Costs

IT IS ORDERED that costs of court of [number] dollars (\$[amount]) are taxed against Respondent, and [name of respondent], Respondent, is ORDERED to pay those costs, by cash, cashier's check, or money order, to [name], [the District Clerk of [county] County, Texas/Movant/Movant's attorney], at [address] on or before [time] on [date].

Order for Withholding of Income

IT IS ORDERED that all arrearages enumerated above [**include if applicable:** and all current spousal maintenance amounts] shall be payable through a withholding from income for spousal maintenance.

IT IS FURTHER ORDERED that the withholding from income for spousal maintenance shall be binding on Respondent's present employer and all subsequent employers.

On this date the Court authorized the issuance of [an Order/a Writ] of Income Withholding for Spousal Maintenance. [**See form 32-11.**] The amounts to be withheld from Respondent's disposable earnings are stated in that [Order/Writ] of Income Withholding for Spousal Maintenance, which is wholly incorporated by reference into this order.

Any employer of Respondent is ORDERED to begin withholding no later than the first pay period following the date on which the [Order/Writ] of Income Withholding for Spousal Maintenance is served on the employer. The employer is ORDERED to continue to withhold income as long as Respondent remains in employment and spousal maintenance is due and payable.

Credit on Spousal Maintenance Obligation

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Respondent by the employer and paid in accordance with the order shall constitute a credit against the spousal maintenance obligation. Payment of the full amount of spousal maintenance ordered paid by any prior court order and by this order through this withholding from income shall discharge the spousal maintenance obligation. If the amount withheld from income and credited against the spousal maintenance obligation is less than 100 percent of the amount ordered to be paid by that prior court order and by this order, the balance due remains

an obligation of Respondent, and it is ORDERED that Respondent pay the balance due directly to Petitioner as specified below.

Payment

IT IS ORDERED that all payments shall be made to Petitioner at [address].

Change of Employment

IT IS ORDERED that Respondent and the employer shall notify this Court and Movant, as 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 Respondent and the name and address of [his/her] current employer, whenever that information becomes available.

Clerk's Duties

IT IS ORDERED that, on the request of Movant, as Obligee, or Respondent, as Obligor, 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.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Form 32-21

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition to Recover Overpayment of Spousal Maintenance

1. Discovery in this case is intended to be conducted under [level 1/level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This suit is brought by [**name of petitioner**], Petitioner, who is a resident of [**county**] County, Texas. [The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

Respondent, [**name of respondent**], is a resident of [**county**] County, Texas.

4. This Court has jurisdiction of this suit and of the parties.

5. Process should be served on Respondent [**include if applicable: at [address, city, state, zip code]**].

Or

5. No service is necessary at this time.

6. On [date] Petitioner, as obligor, was ordered to pay spousal maintenance to Respondent, obligee. That order was rendered in Cause No. [number], styled “[style of case]” in the [designation] Court of [county] County, Texas. Petitioner's obligation to pay spousal maintenance terminated on [date]. Petitioner has paid all of the spousal maintenance [he/she] was ordered to pay and is not in arrears.

7. The following spousal maintenance payments were made in excess of the amount of maintenance ordered:

Date: [date]

Amount: \$[amount]

Repeat above information as needed.

A total of \$[amount] has been paid in excess of the amount of maintenance ordered as of the filing of this petition. Demand has been made by Petitioner for Respondent to return the excess maintenance payments, and Respondent has failed to return the payments. **[Include if applicable: It is anticipated that additional payments may be withheld and not returned before the date of hearing on this petition.]** Judgment should be granted against Respondent in the amount paid in excess of the amount of maintenance ordered, and Respondent should be ordered to return the payments by a date certain.

Include 8. if applicable.

8. It was necessary for Petitioner to secure the services of [name], a licensed attorney, to prepare and prosecute this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests post-judgment interest as allowed by law.

Petitioner prays that citation and notice issue as required by law.

Petitioner prays for judgment against Respondent for spousal maintenance paid in excess of the spousal maintenance Petitioner was ordered to pay and which has not been returned to Petitioner in the amount of at least \$[**amount**].

Petitioner prays for [**include if applicable:** attorney's fees, expenses, costs, and interest as requested above and for] general relief.

[**Name**]

Attorney for Petitioner

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18 .

Form 32-22

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Petition to Recover Overpayment of Spousal Maintenance

On [date] the Court heard the Petition to Recover Overpayment of Spousal Maintenance filed by [name of petitioner], Petitioner.

Appearances

Petitioner, [name of petitioner],

Select one of the following.

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

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],

Select one of the following.

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 was duly notified of trial but failed to appear and defaulted.

has agreed to the terms of this order as evidenced by Respondent's signature below.

Jurisdiction

The Court, having examined the pleadings and heard the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties.

Record

A record of the testimony was waived with the consent of the Court.

Or

A record of the proceeding was made by [[**name, address**]/the court reporter for the [**designation**] Court].

Jury

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

Or

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

Findings

The Court finds that Petitioner is not in arrears in [his/her] obligation to pay spousal maintenance and that Petitioner's obligation to pay maintenance to Respondent has terminated. The Court further finds that Respondent failed to return the amount of \$[**amount**] in

maintenance payments that were paid by Petitioner to Respondent in excess of the amount of maintenance ordered.

Judgment

IT IS ORDERED that [name] is GRANTED a judgment of [number] dollars (\$[amount]) against Respondent, [name of respondent], such judgment bearing interest at [percent] percent per year compounded annually from the date this order is signed, for which let execution issue. IT IS ORDERED that Respondent pay the sum of [number] dollars (\$[amount]) to [name] on or before [date].

Attorney's Fees

IT IS ORDERED that good cause exists to award [name of attorney] judgment in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs incurred by [name of party], with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [name of respondent], Respondent. Respondent 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.

Or

The Court finds that [state court's reasons for not awarding attorney's fees], which constitutes good cause for waiving the requirement that Respondent pay attorney's fees incurred by Petitioner.

Costs

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

Or

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

Or

The Court finds that **[state court's reasons for not awarding costs]**, which constitutes good cause for waiving the requirement that Respondent pay costs incurred by Petitioner. IT IS THEREFORE ORDERED that costs of court are to be borne by the party who incurred them.

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the judgment and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Forms 32-23 through 32-30 are reserved.

Form 32-31

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition to Enforce Foreign Judgment

This Petition to Enforce Foreign Judgment and the attached foreign judgment and affidavit are filed under the Uniform Enforcement of Foreign Judgments Act, chapter 35 of the Texas Civil Practice and Remedies Code, by **[name of petitioner]**, Petitioner. [The last three numbers of Petitioner's driver's license number are **[numbers]**.]/Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are **[numbers]**.]/Petitioner has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include **2.** if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. A properly authenticated copy of the **[describe judgment, decree, or order]** is attached as Exhibit **[exhibit number/letter]** and is entitled to full faith and credit.

4. The **[describe judgment, decree, or order]** is final and not subject to modification.

5. Respondent, **[name of respondent]**, has **[describe respondent's noncompliance]**, and Petitioner seeks enforcement.

Petitioner prays that this judgment of the [designations] Court of the state of [state] be accorded full faith and credit and have the same effect as a judgment of this Court.

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of an affidavit.
See form [8-27](#).

Supporting Affidavit

[Name of judgment creditor or attorney] appeared in person before me today and stated under oath:

“1. My name is [name]. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. [State basis for affiant’s personal knowledge of facts alleged.]

“2. The last known post office address of [name of judgment debtor] is [address].

“3. The address of [name of judgment creditor] is [address].

“4. The attorney for [name of judgment creditor] is [name and address of attorney].”

[Name]
[Attorney for Petitioner/Petitioner]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Mail notice of the filing of the judgment to the judgment debtor.
File proof of mailing notice with the clerk.

Attach authenticated copy of judgment, decree, or order to be enforced.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 32-32

Include the following notice if the order contains unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Petition to Enforce Foreign Judgment

On **[date]** the Court considered the Petition to Enforce Foreign Judgment under the Uniform Enforcement of Foreign Judgments Act, chapter 35 of the Texas Civil Practice and Remedies Code, of **[name of petitioner]**, Petitioner, and grants the petition, decrees the foreign judgment shall have the same effect as a judgment of this Court, and ORDERS the clerk of this Court to treat the foreign judgment in the same manner as a judgment of this Court.

SIGNED on _____.

JUDGE PRESIDING

Chapter 33

Enforcement—Child Support

Form 33-1	Motion for Clarification of Child Support Order	137
Form 33-2	Order on Motion for Clarification of Child Support Order	141
Form 33-3	Motion for Enforcement of Child Support Order and Order to Appear.	145
Form 33-4	Notice by Mail under Section 157.065, Texas Family Code	153
Form 33-5	Answer to Motion for Enforcement of Child Support Order	154
Form 33-6	Order Holding Respondent in Contempt for Failure to Pay Child Support, Granting Judgment for Arrearages, and Suspending Commitment	158
Form 33-7	Motion to Revoke Suspension of Commitment and Order to Appear	173
Form 33-8	Order Revoking Suspension and for Commitment to County Jail.	177
Form 33-9	Order Holding Respondent in Contempt for Failure to Pay Child Support, Granting Judgment, and for Commitment to County Jail	182
<i>[Forms 33-10 through 33-20 are reserved for expansion.]</i>		
Form 33-21	Motion to Confirm Child Support Arrearage	195
Form 33-22	Judgment for Child Support Arrearage	201
Form 33-23	Order to Withhold Income for Costs and Fees.	210
Form 33-24	Motion for Security for Payment of Child Support	215
Form 33-25	Order for Security for Payment of Child Support	219
Form 33-26	Motion for Forfeiture of Security for Failure to Comply with Order	223
Form 33-27	Order for Forfeiture of Security for Failure to Comply with Order.	227
<i>[Forms 33-28 through 33-30 are reserved for expansion.]</i>		
Form 33-31	Motion to Enforce Withholding from Earnings	232
Form 33-32	Order Enforcing Withholding from Earnings	239
Form 33-33	Notice of Child Support Lien	245
Form 33-34	Letter to Financial Institution [Notice of Lien]	248
Form 33-35	Notice of Levy to Financial Institution	249
Form 33-36	Letter to Financial Institution [Notice of Levy]	252

Form 33-37	Homestead Affidavit as Release of Child Support Lien	253
Form 33-38	Affidavit Contradicting Homestead Affidavit as Release of Child Support Lien.	255
Form 33-39	Release of Child Support Lien	257
Form 33-40	Partial Release of Child Support Lien	259
<i>[Forms 33-41 through 33-50 are reserved for expansion.]</i>		
Form 33-51	Petition for Suspension of License for Failure to [Pay Child Support/ Comply with Subpoena].	261
Form 33-52	Notice of Filing of Petition for Suspension of License	264
Form 33-53	Respondent's Original Answer to Petition for Suspension of License, Request for Hearing, and Motion to Stay Suspension Pending Hearing	265
Form 33-54	Stay of Suspension of License and Notice of Hearing on Suspension of License.	268
Form 33-55	Order Suspending License [and Stay of Suspension]	269
Form 33-56	Motion to Revoke Stay of Suspension of License and Order to Appear	274
Form 33-57	Order on Motion to Revoke Stay of Suspension	277
Form 33-58	Motion to [Vacate/Stay] Order Suspending License	281
Form 33-59	Order [Vacating/Staying] Order Suspending License	283
<i>[Forms 33-60 through 33-70 are reserved for expansion.]</i>		
Form 33-71	Petition to Enforce Foreign Judgment	286
Form 33-72	Order on Petition to Enforce Foreign Judgment	289
Form 33-73	Prove-Up Questions for Contempt Action.	290

Form 33-1

A motion for clarification may not be used to change the substantive provisions of the underlying order, and any attempt to do so is unenforceable. [Tex. Fam. Code § 157.423](#). If an order needs substantive changes, a suit to modify under [Tex. Fam. Code ch. 156](#) should be filed.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Clarification of Child Support Order

This Motion for Clarification of Child Support Order is brought by **[name of movant]**, Movant, **[relationship or capacity]**. [The last three numbers of Movant's driver's license number are **[numbers]**.] / Movant has not been issued a driver's license. [The last three numbers of Movant's Social Security number are **[numbers]**.] / Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2 . if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. The child[ren] the subject of this suit are:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

4. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

Or

4. A motion to transfer under chapter 155 of the Texas Family Code has been filed with the Court simultaneously with this motion.

5. The parties entitled to notice are as follows:

a. Respondent, **[name of respondent]**, who is **[relationship or capacity]**.

Select one of the following.

Process should be served **[include if applicable: at [address, city, state, zip code]]**.

Or

No service is necessary at this time.

Include the following if applicable.

b. **[Name]**, who is [the person entitled to receive payments on behalf of the child[ren]/the child support payor/**[specify other interest in the litigation]**] in the order sought to be enforced.

Select method of service as above if applicable.

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County, **[this/the]** Court signed an order that appears in the minutes of **[this/the]** Court and states in relevant part as follows: **[quote portions of order or decree to be clarified]**.

Or

6. On [date] [include if applicable: , in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County,) [this/the] Court signed an order that appears in the minutes of [this/the] Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

Movant was the [petitioner/respondent] and Respondent was the [respondent/petitioner] in the prior order.

7. Movant believes that the quoted portions of the order may not be specific enough to be enforceable by contempt and requests that, if the Court so finds, the Court construe and clarify the terms of [its/the] prior order to make specific [specify the items that need clarification].

The following are examples:
the amounts, location, and time of payment of child support.
the method of payment of uninsured medical expenses.
the conditions for reimbursement of insured expenses.

8. Movant requests that the Court specify in its clarifying order the child support obligations imposed on Respondent and a reasonable time within which compliance will be required.

9. It was necessary to secure the services of [name of attorney], a licensed attorney, to protect the rights of Movant and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney’s fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney’s own name. Movant requests postjudgment interest as allowed by law.

Movant prays that the Court grant the Motion for Clarification of Child Support Order, for attorney's fees, expenses, costs, and interest, and for all further relief authorized by law.

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 33-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Clarification of Child Support Order

On [date] the Court considered the Motion for Clarification of Child Support Order of [name of movant], Movant.

Appearances

Movant, [name of movant], [include if applicable: friend of the Court,/[specify agency],]

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and announced ready for trial.

If other parties were notified, include the following for each as applicable.

[Name], [relationship or capacity],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court finds that the prior order should be clarified as ordered below and that [name[s]] should be ordered to comply with the terms of this clarifying order by [date], which the Court specifically finds is a reasonable time for compliance, after which this clarifying order may be enforced by contempt.

Orders

IT IS ORDERED that [specify].

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order and that <i>all</i> terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the prior order that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that [name[s]] shall comply with the terms of this clarifying order by [date], after which the terms of this clarifying order may be enforced by contempt.

IT IS ORDERED that judgment is awarded to [name of attorney] in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs, with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [name of respondent], Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to [name of attorney] at [address] on or before [time] on [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 ORDERED that costs of court of [number] dollars (\$[amount]) are taxed against Respondent, for which let execution issue if not paid.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Form 33-3

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Enforcement of Child Support Order and Order to Appear

This Motion for Enforcement of Child Support Order is brought by **[name of movant]**, Movant, **[relationship or capacity]**. [The last three numbers of Movant's driver's license number are **[numbers]**.]/Movant has not been issued a driver's license.] [The last three numbers of Movant's Social Security number are **[numbers]**.]/Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. The child[ren] the subject of this suit [is/are]:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

4. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

Or

4. A motion to transfer under chapter 155 of the Texas Family Code has been filed with the Court simultaneously with this motion.

5. The parties entitled to notice are as follows:

a. Respondent, **[name of respondent]**, who is **[relationship or capacity]**.

Select method of service. Use of the second alternative is *not recommended*. If it is used, see the third instruction box at the end of this form.

Process should be served **[include if applicable: at [address, city, state, zip code]]**.

Or

Respondent was ordered under chapter 105 of the Texas Family Code to provide the clerk of the Court with a current mailing address. Respondent will be notified of this motion by the mailing of a copy of this motion and a notice of hearing by first-class mail to the address designated by Respondent on file with the clerk of the Court.

Include the following if applicable.

b. **[Name]**, who is [the person entitled to receive payments on behalf of the child[ren]/**[specify other interest in the litigation]**] in the order sought to be enforced.

Select method of service as above if applicable.

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that appears in

the minutes of [this/the] Court and states in relevant part as follows: **[quote exact language of support order to be enforced]**.

Or

6. On [date] [include if applicable: , in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County,] [this/the] Court signed an order that appears in the minutes of [this/the] Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

Movant was the [petitioner/respondent] and Respondent was the [respondent/petitioner] in the prior proceedings.

7. Respondent has violated the order described above as follows:

[Name of respondent], Respondent, is in contempt of court for failing to pay to Movant the full amount of child support due on each of the payment dates shown below.

Violation	Date Due	Date Paid	Amount Due	Amount Paid
The following are examples:				
1	11/17/2019	none paid	\$ 400.00	\$ 000.00
2	12/17/2019	12/27/2019	400.00	100.00
3	01/17/2020	01/25/2020	400.00	25.00
4	02/17/2020	02/29/2020	400.00	400.00
5	03/17/2020	03/20/2020	400.00	100.00
6	04/17/2020	04/20/2020	400.00	400.00
7	05/17/2020	none paid	400.00	000.00

Repeat for medical support and for dental support if applicable.

Include the following if applicable.

A copy of the record of child support payments maintained by the state disbursement unit is attached to this motion.

And/Or

[**Name of respondent**], Respondent, is in contempt of court for failing to pay to Movant the attorney's fees and court costs as ordered. [**State the particular dates and amounts not paid.**]

8. Movant requests that for each violation alleged above, Respondent be held in contempt, jailed for up to 180 days, and fined up to \$500, and that each period of confinement run and be satisfied [concurrently/consecutively].

If the total of requested jail time is more than six months the respondent is entitled to a jury.

Include 9. if civil contempt is sought.

9. Movant requests that after Respondent serves [his/her] sentence for criminal contempt, Respondent be confined in the county jail until Respondent complies with the order of the Court.

10. Respondent's total arrearage at the time of filing is \$[**amount**] [**include if applicable:** , including [**select all applicable:** \$[**amount**] owed on previously confirmed arrearages and \$[**amount**] in unpaid child support not previously confirmed/\$[**amount**] owed on previously confirmed medical support arrearages and \$[**amount**] in unpaid medical support not previously confirmed/\$[**amount**] owed on previously confirmed dental support arrearages and \$[**amount**] in unpaid dental support not previously confirmed]]. Movant requests confirmation of all arrearages and rendition of judgment plus interest on arrearages, attorney's fees, and costs. Movant requests the Court to order income withheld for the arrearages, attorney's fees, costs, and interest.

11. Movant requests that Respondent be placed on community supervision for ten years on release from jail or suspension of commitment.

12. Respondent has been in arrears for thirty days or more for some portion of the amount due and is in arrears for an amount equal to at least one month's support. Movant requests the Court to order income withheld for current child support or order a bond or security.

13. Movant requests that, if the Court finds that any part of the order sought to be enforced is not specific enough to be enforced by contempt, the Court enter a clarifying order more clearly specifying the duties imposed on Respondent and giving Respondent a reasonable time within which to comply.

Include 14. if QDRO is sought. See practice notes at sections 25.131 and 25.132. An attorney cannot be named as an alternate payee. Only the child can be named as the alternate payee. The obligee can be named as the trustee or guardian for purpose of payment.

14. Movant requests the Court to issue a qualified domestic relations order for the payment of the [**select all applicable:** child support arrearage/medical support arrearage/dental support arrearage/current child support/current medical support/current dental support/attorney's fees/costs/interest]. In addition, in order to ensure Movant receives the full amount awarded, Movant requests that this amount be adjusted upward to account for the 20 percent that will be automatically withheld by the retirement plan for taxes that are the responsibility of Respondent, and that Respondent be responsible for any fees charged by the plan administrator to review the qualified domestic relations order.

15. may be used to initiate discovery. In the alternative, a subpoena duces tecum may be used.

15. Respondent has in Respondent's possession, custody, or control documents that will demonstrate the nature and extent of Respondent's ability to have paid child support, and

Respondent should be ordered to produce at the offices of **[name and address of attorney]** [by a date certain/on or before the **[number]** day following the date of service of this motion], to be inspected, sampled, photographed, tested, or copied, the originals or true copies of the following documents in Respondent's possession, custody, or control:

- a. Respondent's **[year]** federal income tax return;
- b. all payroll stubs, vouchers, commission checks, and records of commissions and all written records or evidence of income received by Respondent from any source for the period beginning **[date]** through the date of production;
- c. all documentation of child support payments made outside the court order, if any; and
- d. the most recent statement for any retirement plan in which Respondent is a participant.

16. It was necessary to secure the services of **[name of attorney]**, a licensed attorney, to enforce and protect the rights of **[name]** and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

Movant prays that Respondent be held in contempt and punished as requested, that a judgment be granted for arrearage plus interest on arrearages, that the Court order community supervision, that the Court order income withheld for child support, child support arrearages, attorney's fees, and costs or order a bond or security, that the Court clarify any part of its prior order found not specific enough to be enforced by contempt, for attorney's fees, expenses, costs, and interest, and for all further relief authorized by law.

[Name]
Attorney for Movant
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Order to Appear

Respondent, [name of respondent], is ORDERED to appear and respond to this Motion for Enforcement of Child Support Order in [designation and location of court] on _____ at _____ .M. The purpose of this hearing is to determine whether the relief requested in this motion should be granted.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

If applicable, attach a copy of the child support payment record.

It is *not recommended* that the first-class mail notice available under [Tex. Fam. Code § 157.065](#) be used. If notice by mail is desired, use form [33-4](#). Notice by first-class mail is available *only* if the party has been ordered to provide information under [Tex. Fam. Code ch. 105](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

For contempt order based on this motion, judgment for unpaid child support, and order for withholding from earnings for child support, see forms [33-6](#) and [33-9](#). For order for bond or security, see form [33-25](#). For forms for issuance of capias, see forms [35-2](#) and [35-3](#).

Form 33-4

Notice by Mail under Section 157.065, Texas Family Code

To: **[name and address of respondent]**

A hearing on the attached or enclosed Motion for Enforcement has been scheduled in **[designation and location of court]** at **[time]** on **[date]**.

Certificate of Service

I, **[name of person sending the notice]**, certify that a copy of the Motion for Enforcement together with the foregoing notice was mailed to **[name of respondent]**, Respondent, by first-class mail to the last address on file with the clerk of the court, on **[date]**.

[Title, e.g., Clerk of Court,
Movant's Attorney, Movant]

Form 33-5

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Answer to Motion for Enforcement of Child Support Order

This Answer to Motion for Enforcement of Child Support Order is filed by [name of respondent], Respondent. [The last three numbers of Respondent's driver's license number are [numbers]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [numbers]./Respondent has not been issued a Social Security number.]

Include 1. if applicable.

1. Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

Continue with 2.–9. as applicable.

2. Respondent denies the allegations of the Motion for Enforcement of Child Support Order.

3. The order sought to be enforced by Movant is incapable of enforcement, in that it is ambiguous and is not clear and specific enough in its terms that Respondent knows what duties or obligations are required.

4. Respondent has had insufficient notice of the hearing set on Movant's Motion for Enforcement of Child Support Order and has had insufficient time to prepare to respond to the motion. In the interest of justice, hearing on Movant's motion should be delayed and reset.

5. The Court does not have jurisdiction to render judgment for past-due child support. Movant's Motion for Enforcement of Child Support Order was filed later than the tenth anniversary after the date the child support obligation terminated.

6. Respondent lacked the ability to provide support in the amount ordered; lacked property that could be sold, mortgaged, or otherwise pledged to raise the funds needed; attempted unsuccessfully to borrow the needed funds; and knew of no source from which the money could have been borrowed or otherwise legally obtained.

7. Respondent presently lacks the ability to provide support in the amount ordered; lacks property that can be sold, mortgaged, or otherwise pledged to raise the funds needed; has tried unsuccessfully to borrow the needed funds; and knows of no source from which the money can be borrowed or otherwise legally obtained.

8. [Movant/[name]] voluntarily relinquished the actual possession and control of the child[ren] for time periods in excess of court-ordered periods of possession of and access to the child[ren], and Respondent supplied actual support during those periods in excess of court-ordered periods. Respondent is entitled to an offset for actual support provided during periods of possession in excess of court-ordered periods of possession.

9. Contrary to the allegations of the Motion for Enforcement of Child Support Order,

Select one of the following.

the following amount[s] [was/were] paid by Respondent to [Movant/[name]]: **[specify exact amount[s] and date[s] of payment]**.

Or

[specifically describe other acts of compliance with order].

Include 10. if a motion to withhold from earnings is involved.

10. Contrary to the allegations of the Motion for Enforcement of Child Support Order, there is no arrearage of child support; or, if an arrearage is found to exist, it has not existed for a period of at least thirty days for some portion of the amount due or is not for an amount equal to or greater than that due for a one-month period; or the order for child support is not final.

Include 11. if applicable and if arrears over \$20,000 are alleged and contempt of court is alleged.

11. Respondent is involuntarily unemployed or disabled and lacks the financial resources to pay Movant's attorney's fees and costs.

Respondent prays that the Court deny Movant's Motion for Enforcement of Child Support Order and that Respondent recover all attorney's fees, costs, and expenses incurred.

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[Name]

Attorney for Respondent

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 33-6

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order Holding Respondent in Contempt for Failure to Pay Child
Support, Granting Judgment for Arrearages, and
Suspending Commitment**

On **[date]** the Court heard Movant's Motion for Enforcement of Child Support Order.

Appearances

Movant, **[name of movant]**, **[include if applicable: friend of the Court,/[specify agency],]**

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

If other parties were notified, include the following for each as applicable.

[Name], [relationship or capacity],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Jury

The Court having found Respondent not entitled to a jury, all questions of fact and of law were submitted to the Court.

Or

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

Or

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

Include the following paragraphs if part of the prior order is clarified.

Clarification of Prior Order

The Court finds that certain terms of the prior order of the Court are not specific enough to be enforced by contempt, that the prior order should be clarified, and that Respondent should be ordered to comply with the terms of the clarifying order no later than **[date]**, which the Court specifically finds is a reasonable time for compliance.

IT IS ORDERED that the prior order of the Court is clarified as follows:

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order and that *all* terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the prior order that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that Respondent shall comply with the terms of the prior order that are clarified in this order no later than **[date]**, after which these clarifying orders may be enforced by contempt.

Continue with the following.

Findings

The Court finds that on **[date]** Respondent was ordered to [make periodic payments of **[include all applicable: child support/medical support/dental support]/pay [attorney's fees/court costs/attorney's fees and court costs]**], in an order **[include if applicable: in Cause No. [number], styled "[style of case]," in the [designation] Court of [county] County]** that appears in the minutes of [this/the] Court and states in relevant part as follows: **[quote the exact language of the order to be enforced]**.

Or

The Court finds that on **[date]** Respondent was ordered to [make periodic payments of **[include all applicable:** child support/medical support/dental support]/pay [attorney's fees/court costs/attorney's fees and court costs]], in an order **[include if applicable:** in Cause No. **[number]**, styled "**[style of case]**," in the **[designation]** Court of **[county]** County] that appears in the minutes of [this/the] Court, the relevant portions of which are attached as Exhibit **[exhibit number/letter]**.

Continue with the following.

The Court further finds that Respondent has failed to comply with the provisions of the order as follows.

Contempt Findings and Findings on Arrearages

The Court finds that Respondent has failed to pay [child support/attorney's fees/court costs] as ordered to **[name]** **[include if applicable:** through **[name of agency through which support paid]**] in the amounts and on the dates shown below:

Violation	Date Due	Date Paid	Amount Due	Amount Paid
The following are examples:				
1	11/17/2019	none paid	\$ 400.00	\$ 000.00
2	12/17/2019	12/27/2019	400.00	100.00
3	01/17/2020	01/25/2020	400.00	25.00
4	03/17/2020	03/20/2020	400.00	100.00
5	05/17/2020	none paid	400.00	000.00

Repeat for medical support and for dental support, as applicable.

The Court finds that Respondent was able to pay **[include all applicable:** child support/medical support/dental support/attorney's fees/court costs] in the amounts and on the dates ordered as set out above and that Respondent is guilty of a separate act of contempt for each such separate failure to pay **[include all applicable:** child support/medical support/dental support/attorney's fees/court costs] in the amounts ordered.

Include the following if civil contempt is to be assessed.

The Court further finds that on the day of this hearing Respondent had the ability to comply with the order of the Court by paying the [**include all applicable:** child support arrearages/medical support arrearages/dental support arrearages/attorney's fees/court costs] set forth in violation[s] [**number[s]**] enumerated above.

Continue with the following.

[**Include if applicable:** The Court finds and confirms that the balance owed by Respondent on previously confirmed child support arrearages is \$[**amount**], plus \$[**amount**] in accrued interest on that amount.] The Court further finds and confirms that Respondent is in arrears in the amount of \$[**amount**] for the period [**date**] through [**date**] and that interest has accrued [**include if applicable:** on those previously unconfirmed arrearages] in the amount of \$[**amount**]. Judgment should be awarded against Respondent in the total amount of \$[**amount**] for the child support arrearages and interest.

Repeat previous paragraph for medical support and for dental support arrearages, as applicable.

Select one of the following.

The Court further finds that attorney's fees and costs of \$[**amount**] should be assessed against Respondent.

Or, if the arrearage is less than \$20,000 and the court waives attorney's fees, include the following.

The Court finds that good cause exists for waiving attorney's fees and costs for the following reasons: [**specify**].

Or, if the arrearage is \$20,000 or more, include the following if applicable.

The Court finds that attorney's fees and costs should not be assessed against Respondent because Respondent is involuntarily unemployed [and/or] disabled and lacks the financial resources to pay attorney's fees and costs.

Include the following if applicable.

The Court further finds that, at the time the motion requesting withholding from earnings for [include all applicable: child support/medical support/dental support] was filed, Respondent had been in arrears for an amount due for more than thirty days and the amount of the arrearages was an amount equal to or greater than that due for a one-month period.

Continue with the following if applicable.

The Court further finds that all [include all applicable: arrearages/current child support/current medical support/current dental support/attorney's fees/costs] amounts should be withheld from Respondent's earnings.

Relief Granted

IT IS ADJUDGED that Respondent, [name of respondent], is in contempt for each separate violation enumerated above.

Include the following provisions for criminal contempt, for civil contempt, or for both criminal and civil contempt, as applicable.

Criminal Contempt

IT IS ORDERED that punishment for each separate violation is assessed at a fine of [number] dollars (\$[amount]) and confinement in the county jail of [county] County, Texas, for a period of [specify].

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of [county] County, Texas, for a period of [number] days for each separate violation enumerated above.

IT IS ORDERED that each period of confinement assessed in this order shall run and be satisfied [concurrently/consecutively].

And/Or

Civil Contempt

IT IS ORDERED that Respondent, [name of respondent], shall [be/thereafter be further] confined in the county jail of [county] County, Texas, for a period not to exceed eighteen months [include if applicable: , including time served for criminal contempt,] or until Respondent has complied with the following orders, whichever occurs first. IT IS ORDERED that Respondent—

Include as applicable.

1. pay [number] dollars (\$[amount]), through the state disbursement unit specified below, as child support arrearage (including any accrued interest); and
2. pay [number] dollars (\$[amount]), through the state disbursement unit specified below, as medical support arrearage (including any accrued interest); and
3. pay [number] dollars (\$[amount]), through the state disbursement unit specified below, as dental support arrearage (including any accrued interest); and
4. pay [number] dollars (\$[amount]), as costs of this proceeding, to [name], [the District Clerk of [county] County, Texas/Movant/Movant's attorney], at [address]; and
5. pay [number] dollars (\$[amount]), as attorney's fees in this proceeding, to [name] at [address].

Continue with the following.

Suspension of Commitment [and Community Supervision]

IT IS ORDERED that commitment is suspended [**include if applicable:** and Respondent placed on community supervision for a period of [**time on community supervision**]] on the following terms and conditions:

Select either or both of the next two paragraphs and repeat as applicable for medical and dental support arrearages and accrued interest.

1. IT IS ORDERED that Respondent, [**name of respondent**], pay [**number**] dollars (\$[**amount**]), by cash, cashier's check, or money order, to [**name**], through the state disbursement unit specified below, before [**time**] on [**date**] as a lump-sum payment on the child support arrearage and any accrued interest.

And/Or

2. IT IS ORDERED that Respondent, [**name of respondent**], pay [**number**] dollars (\$[**amount**]), by cash, cashier's check, or money order, to [**name**], through the state disbursement unit specified below, on [**day**] of each [month/week], beginning [**date**] and continuing in the same amount and frequency on every [**specify**] thereafter, until Respondent has paid the full child support arrearage, including any accrued interest, of [**number**] dollars (\$[**amount**]).

Continue with the following.

3. IT IS ORDERED that Respondent pay [**number**] dollars (\$[**amount**]), taxed as costs, by cash, cashier's check, or money order, to [**name**], [the District Clerk of [**county**] County, Texas/Movant/Movant's attorney], at [**address**] by [**time**] on [**date**].

4. IT IS ORDERED that Respondent pay, by cash, cashier's check, or money order, as attorney's fees, expenses, and costs [**number**] dollars (\$[**amount**]), taxed as costs, to [**name**]

at [address] by [time] on [date]. The attorney may enforce this order for attorney's fees, expenses, and costs in the attorney's own name.

Continue with 5.–11. as applicable.

5. IT IS ORDERED that Respondent pay all [**include all applicable:** child support/medical support/dental support] as ordered by the Court [**specify order**].

6. IT IS ORDERED that Respondent report to the community supervision officer as follows: [**specify times and other conditions**].

7. IT IS ORDERED that Respondent permit the community supervision officer to visit Respondent at Respondent's home or elsewhere as follows: [**specify times and other conditions**].

8. IT IS ORDERED that Respondent obtain counseling on [**specify subjects of counseling, e.g.,** financial planning, budget management, conflict resolution, parenting skills, alcohol abuse, drug abuse [**specify any other matters**]] as follows: [**specify conditions of counseling**].

9. IT IS ORDERED that Respondent seek employment assistance services offered by the Texas Workforce Commission under section 302.0035 of the Texas Labor Code.

10. IT IS ORDERED that Respondent participate in the following services to alleviate conditions that prevented Respondent from obeying the court's order: [**specify services and conditions of participation**].

11. IT IS ORDERED that Respondent pay a community supervision fee of [number] dollars (\$[amount]), by cash, cashier's check, or money order, to the Court through [name of agency] during the community supervision period beginning [date] and on every [day of week] thereafter, until the period of community supervision is over.

Continue with the following.

Judgment

IT IS ORDERED that [name] is granted a cumulative judgment for [child support arrearages/attorney's fees/court costs], including accrued interest, against Respondent of [number] dollars (\$[amount]), such judgment bearing interest at 6 percent simple interest per year from the date this order is signed, for which let execution issue. [Include if applicable: This judgment is cumulative and includes the unpaid balance owed under the prior order[s] of [the/this] Court [include if applicable: in Cause No. [number], styled "[style of case]," in the [designation] Court of [county] County, dated [date]].]

Repeat previous paragraph for medical support arrearages and for dental support arrearages, as applicable.

If withholding is ordered, select *Order for Withholding and Credit for Amounts Withheld* or *Order for Payment by Obligor Not Subject to Income Withholding*.

Order for Withholding and Credit for Amounts Withheld

IT IS ORDERED that [include all applicable: all arrearages enumerated above/all current child support amounts/all current medical support amounts/all current dental support amounts] shall be payable through a withholding from earnings for child support.

Include the following if applicable.

IT IS ORDERED that all attorney's fees and costs awarded in this order shall be payable through a withholding from earnings for costs and fees.

Continue with the following.

IT IS FURTHER ORDERED that the withholding from earnings for [include all applicable: child support/medical support/dental support] [include if applicable: and the withhold-

ing from earnings for costs and fees] shall be binding on Respondent's present employer and all subsequent employers.

On this date the Court authorized the issuance of an Income Withholding for Support [see form 9-3] [include if applicable: and an Order to Withhold Income for Costs and Fees [see form 33-23]]. The amounts to be withheld from Respondent's disposable earnings are stated in that Income Withholding for Support [include if applicable: and that Order to Withhold Income for Costs and Fees], which [is/are] wholly incorporated by reference into this order.

Any employer of Respondent is ORDERED to begin withholding no later than the first pay period following the date on which the Income Withholding for Support [include if applicable: and the Order to Withhold Income for Costs and Fees] [is/are] served on the employer. The employer is ORDERED to continue to withhold income as long as Respondent remains in employment and child support [include if applicable: and attorney's fees and costs] [is/are] due and payable.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Respondent by the employer and paid in accordance with the order shall constitute a credit against the [include all applicable: child support obligation/medical support obligation/dental support obligation/attorney's fees/costs]. Payment of the full amount of [include all applicable: child support/medical support/dental support/attorney's fees/costs] ordered paid by any prior court order and by this order through this withholding from earnings shall discharge the [include all applicable: child support obligation/medical support obligation/dental support obligation/attorney's fees/costs]. If the amount withheld from earnings and credited against any of the obligations is less than 100 percent of the amount ordered to be paid by that prior court order and by this order, the balance due remains an obligation of Respondent, and it is ORDERED that Respondent pay the balance due directly to the state disbursement unit specified below.

Or

Order for Payment for Obligor Not Subject to Income Withholding

IT IS ORDERED that Respondent, **[name of respondent]**, pay **[number]** dollars (\$**[amount]**), by cash, cashier's check, or money order, to **[name]**, through the state disbursement unit specified below, on **[day]** of each [month/week], beginning **[date]** and continuing in the same amount and frequency on every **[specify]** thereafter, until Respondent has paid the full child support arrearage, including any accrued interest, of **[number]** dollars (\$**[amount]**).

Continue with the following.

Payment of Child Support and Child Support Arrearages

IT IS ORDERED that all payments of **[include all applicable: child support/medical support/dental support]** 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 party receiving]** for the support of the child[ren]. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of parent paying]**'s name as the name of the noncustodial parent (NCP), and **[name of party receiving]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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.

Include the following if applicable.

Payment of Attorney's Fees and Costs

IT IS ORDERED that all payments of attorney's fees and costs shall be made directly to **[name of party entitled to ordered attorney's fees and costs]**.

Include *Change of Employment* and *Clerk's Duties* if withholding from earnings was ordered.

Change of Employment

IT IS ORDERED that Respondent and the employer shall notify this Court and Movant 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 Respondent and the name and address of [his/her] current employer, whenever that information becomes available.

Clerk's Duties

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 Income Withholding for Support **[include if applicable: and the Order to Withhold Income for Costs and Fees]** to be delivered to any employer.

Include the following paragraph if a QDRO is ordered. See practice notes at sections 25.131 and 25.132.

Qualified Domestic Relations Order

IT IS FURTHER ORDERED that all **[include all applicable: arrearages to which Petitioner is now entitled/current child support/current medical support/current dental support/**

attorney's fees/costs/interest] shall be payable in accordance with a Qualified Domestic Relations Order signed by the Court on or after the date this order is signed. IT IS FURTHER ORDERED that the amount awarded herein shall be adjusted upward to account for the 20 percent that will be automatically withheld by the retirement plan for taxes that are the responsibility of Respondent, and the Qualified Domestic Relations Order for the **[exact name of plan]** shall reflect this adjusted value. **[Include if applicable: IT IS FURTHER ORDERED that Respondent shall be responsible for any fees charged by the plan administrator for review of the Qualified Domestic Relations Order.]**

Continue with the following.

Attorney's Fees

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. **[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. The attorney's fees and costs awarded herein may be enforced by any means available for the enforcement of child support, including contempt.

The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest **[include as applicable: by cash, cashier's check, or money order, directly to [name of attorney]** at **[address]** on or before **[time]** on **[date]**/in accordance with the Order for Withholding for costs and fees as ordered herein/in accordance with a Qualified Domestic Relations Order signed by the Court on or after the date this order is signed].

Any amounts paid under the order[s] above shall be credited against this judgment.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For a motion to revoke suspension of commitment, see form [33-7](#).

Form 33-7

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Revoke Suspension of Commitment and Order to Appear

This Motion to Revoke Suspension of Commitment is brought by **[name of movant]**, Movant, who requests the Court to revoke the suspension of a commitment previously ordered by this Court. Respondent is **[name of respondent]**, who should be served with process **[include if applicable: at [address, city, state, zip code]]**. In support, Movant shows:

1. On **[date]** this Court signed an order that appears in the minutes of this Court in which Respondent was found to be in contempt of this Court. That order states in relevant part as follows: **[quote exact language of the order that the respondent has disobeyed]**.

Or

1. On **[date]** this Court signed an order that appears in the minutes of this Court in which Respondent was found to be in contempt of this Court. The relevant portion[s] of the order [is/are] attached as Exhibit **[exhibit number/letter]**.

2. Respondent has failed to comply with the terms and conditions of suspension as follows:

List each specific act, in separate paragraphs and in detail, by which the respondent has failed to comply with the terms and conditions of suspension, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

- a. Respondent failed to pay Movant \$200 through the child support division on July 15, 2020.
- b. Respondent failed to report to the community supervision officer on June 29, 2020.
- c. Respondent failed to pay the \$25 community supervision fee due on July 8, 2020.

Movant requests that the Court order Respondent's arrest by warrant and that Respondent be brought promptly before the Court after arrest.

Movant requests that the previous suspension of commitment be revoked and that Respondent be committed in accordance with the prior order.

3. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the rights of [**name**] and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

Include the following if applicable.

4. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

Continue with the following.

Movant prays that the suspension of commitment previously ordered be revoked and that Respondent be committed to the county jail in accordance with the prior order.

Include the following if applicable.

Movant prays that Respondent be further confined in the county jail until Respondent has paid the reasonable attorney's fees and costs in this proceeding.

Continue with the following.

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

The undersigned states under oath: "I am Movant in the foregoing Motion to Revoke Suspension of Commitment. I have personal knowledge of the facts and allegations stated in it, and they are true and correct."

Movant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Order to Appear

Respondent, [name of respondent], is ORDERED to appear before this Court on _____ at _____ .M. and respond to this Motion to Revoke Suspension of Commitment. The purpose of this hearing is to determine whether Respondent has vio-

lated one or more terms or conditions of the prior suspension of commitment as alleged in this Motion to Revoke Suspension of Commitment, whether a further attorney's fee and costs should be assessed against Respondent, and whether Respondent should be immediately confined in jail as assessed in the prior order.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For a revocation order based on this motion, see form [33-8](#).

Form 33-8

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Revoking Suspension and for Commitment to County Jail

On **[date]** the Court heard Movant's Motion to Revoke Suspension of Commitment.

Appearances

Movant, **[name of movant]**, **[include if applicable: friend of the Court,/[specify agency],]**

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

If other parties were notified, include the following for each as applicable.

[Name], **[relationship or capacity]**,

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Findings

The Court finds that Respondent has failed to comply with the terms and conditions of the order of this Court suspending commitment signed on **[date]** that appears in the minutes of this Court and states in relevant part as follows: **[quote exact language of underlying order]**.

Or

The Court finds that Respondent has failed to comply with the terms and conditions of the order of this Court suspending commitment signed on [date] that appears in the minutes of this Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

The Court further finds that Respondent failed to comply with the terms of the suspension of commitment as follows:

List each specific act, in separate paragraphs and in detail, by which respondent has failed to comply with the terms and conditions of suspension, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

1. Respondent failed to pay Movant \$200 through the child support division on July 15, 2020, although Respondent was able to comply at that time.
2. Respondent failed to report to the community supervision officer on June 28, 2020, although Respondent was able to comply at that time.
3. Respondent failed to pay the \$25 community supervision fee due on July 8, 2020, although Respondent was able to comply at that time.

The Court further finds that at the time of this hearing Respondent is able to comply with the order by [specify].

Continue with the following.

The Court further finds that the suspension of commitment should be revoked.

The Court further finds that attorney's fees and costs of \$[amount] should be assessed against Respondent in this proceeding in addition to the attorney's fees and costs assessed in the order suspending commitment signed on [date] and referred to above.

*Relief Granted**Revocation*

IT IS ADJUDGED that Respondent has failed to comply with the terms and conditions of suspension of commitment as enumerated above. IT IS ORDERED that suspension of commitment of Respondent is revoked.

Attorney's Fees

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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 child support, including contempt.

Costs

IT IS ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, and **[name of respondent]**, Respondent, is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Movant/Movant's attorney], at **[address]** on or before **[time]** on **[date]**.

Commitment

IT IS ORDERED that Respondent, **[name of respondent]**, is committed to the custody of the sheriff of **[county]** County, Texas, to be confined, as ordered by the order suspending

commitment, until Respondent has [**quote exact language of the punishment assessed in the order suspending commitment**].

IT IS FURTHER ORDERED that the sheriff of [**county**] County shall take custody of Respondent and commit [him/her] to the [**county**] County jail to be confined in accordance with the judgment of contempt as set forth above.

Issuance of Process

IT IS ORDERED that all writs and other process necessary for the enforcement of this order be issued.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

If a separate writ of commitment is needed, see form [35-1](#). For forms for issuance of *capias*, see forms [35-2](#) and [35-3](#).

Form 33-9

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Holding Respondent in Contempt for Failure to Pay Child Support, Granting Judgment, and for Commitment to County Jail

On [date] the Court heard Movant's Motion for Enforcement of Child Support Order.

Appearances

Movant, [name of movant], [include if applicable: friend of the Court,/[specify agency],]

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

If other parties were notified, include the following for each as applicable.

[Name], [relationship or capacity],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Jury

The Court having found Respondent not entitled to a jury, all questions of fact and of law were submitted to the Court.

Or

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

Or

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

Include the following paragraphs if part of the prior order is clarified.

Clarification of Prior Order

The Court finds that certain terms of the prior order of the Court are not specific enough to be enforced by contempt, that the prior order should be clarified, and that Respondent should be ordered to comply with the terms of the clarifying order no later than **[date]**, which the Court specifically finds is a reasonable time for compliance.

IT IS ORDERED that the prior order of the Court is clarified as follows:

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order and that *all* terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the prior order that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that Respondent shall comply with the terms of the prior order that are clarified in this order no later than **[date]**, after which these clarifying orders may be enforced by contempt.

Continue with the following.

Findings

The Court finds that on **[date]** Respondent was ordered to [make periodic payments of **[include all applicable: child support/medical support/dental support]/pay attorney's fees/pay court costs**], in an order **[include if applicable: in Cause No. [number], styled "[style of case],"** in the **[designation]** Court of **[county]** County] that appears in the minutes of [this/the] Court and states in relevant part as follows: **[quote the exact language of the order to be enforced]**.

Or

The Court finds that on **[date]** Respondent was ordered to [make periodic payments of **[include all applicable: child support/medical support/dental support]**/pay attorney's fees/pay court costs], in an order **[include if applicable: in Cause No. [number], styled "[style of case],"** in the **[designation]** Court of **[county]** County] that appears in the minutes of [this/the] Court, the relevant portions of which are attached as Exhibit **[exhibit number/letter]**.

Continue with the following.

The Court further finds that Respondent has failed to comply with the provisions of the order as follows.

Contempt Findings and Findings on Arrearages

The Court finds that Respondent has failed to pay [child support/attorney's fees/court costs] as ordered to **[name]** **[include if applicable: through [name of agency through which support paid]]** in the amounts and on the dates shown below:

Violation	Date Due	Date Paid	Amount Due	Amount Paid
The following are examples:				
1	11/17/2019	none paid	\$ 400.00	\$ 000.00
2	12/17/2019	12/27/2019	400.00	100.00
3	01/17/2020	01/25/2020	400.00	25.00
4	03/17/2020	03/20/2020	400.00	100.00
5	05/17/2020	none paid	400.00	000.00

Repeat for medical support and for dental support, as applicable.

The Court finds that Respondent was able to pay **[include all applicable: child support/medical support/dental support/attorney's fees/court costs]** in the amounts and on the dates ordered as set out above and that Respondent is guilty of a separate act of contempt for each such separate failure to pay **[include all applicable: child support/medical support/dental support/attorney's fees/court costs]** in the amounts ordered.

Include the following if civil contempt is to be assessed.

The Court further finds that on the day of this hearing Respondent had the ability to comply with the order of the Court by paying the **[include all applicable: child support arrearages/medical support arrearages/dental support arrearages/attorney's fees/court costs]** set forth in violation[s] **[number[s]]** enumerated above.

Continue with the following.

[Include if applicable: The Court finds and confirms that the balance owed by Respondent on previously confirmed child support arrearages is \$**[amount]**, plus \$**[amount]** in accrued interest on that amount.] The Court further finds and confirms that Respondent is in arrears in the amount of \$**[amount]** for the period **[date]** through **[date]** and that interest has accrued **[include if applicable: on those previously unconfirmed arrearages]** in the amount of \$**[amount]**. Judgment should be awarded against Respondent in the total amount of \$**[amount]** for the arrearages and interest.

Repeat previous paragraph for medical support arrearages and for dental support arrearages, as applicable.

Select one of the following.

The Court further finds that attorney's fees, expenses, and costs in the amount of \$**[amount]** should be assessed against Respondent.

Or, if the arrearage is less than \$20,000 and the court waives attorney's fees, include the following.

The Court finds that good cause exists for waiving attorney's fees and costs for the following reasons: **[specify]**.

Or, if the arrearage is \$20,000 or more, include the following if applicable.

The Court finds that attorney's fees and costs should not be assessed against Respondent because Respondent is involuntarily unemployed [and/or] disabled and lacks the financial resources to pay attorney's fees and costs.

Include the following if applicable.

The Court further finds that, at the time the motion requesting withholding from earnings for [**include all applicable:** child support/medical support/dental support] was filed, Respondent had been in arrears for an amount due for more than thirty days and the amount of the arrearages was an amount equal to or greater than that due for a one-month period.

Continue with the following.

The Court further finds that all [**include all applicable:** arrearages/current child support/current medical support/current dental support/attorney's fees/costs] amounts should be withheld from Respondent's earnings.

Relief Granted

IT IS ADJUDGED that Respondent, [**name of respondent**], is in contempt for each separate violation enumerated above.

Include the following provisions for criminal contempt, for civil contempt, or for both criminal and civil contempt, as applicable.

Criminal Contempt

IT IS ORDERED that punishment for each separate violation is assessed at a fine of [**number**] dollars (\$[**amount**]) and confinement in the county jail of [**county**] County, Texas, for a period of [**specify**].

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of [**county**] County, Texas, for a period of [**number**] days for each separate violation enumerated above.

IT IS ORDERED that each period of confinement assessed in this order shall run and be satisfied [**concurrently/consecutively**].

IT IS ORDERED that the sheriff of [county] County shall take custody of Respondent and commit [him/her] to the [county] County jail to serve the sentence for criminal contempt as set forth above.

And/Or

Civil Contempt

IT IS ORDERED that Respondent, [name of respondent], shall be confined in the county jail of [county] County, Texas, until Respondent has complied with the following orders. IT IS ORDERED that Respondent—

Include as applicable.

1. pay [number] dollars (\$[amount]), through [name of agency through which support paid], as child support arrearage (including any accrued interest); and
2. pay [number] dollars (\$[amount]), through [name of agency through which support paid], as medical support arrearage (including any accrued interest); and
3. pay [number] dollars (\$[amount]), through [name of agency through which support paid], as dental support arrearage (including any accrued interest); and
4. pay [number] dollars (\$[amount]), as costs of this proceeding, to [name], [the District Clerk of [county] County, Texas/Movant/Movant's attorney], at [address]; and
5. pay [number] dollars (\$[amount]), as attorney's fees in this proceeding, to [name] at [address].

IT IS ORDERED that the sheriff of [county] County shall take custody of Respondent and commit [him/her] to the [county] County jail until [he/she] has purged [himself/herself] of [his/her] contempt pursuant to the terms set forth above.

Continue with the following.

Judgment

IT IS ORDERED that [name] is granted a cumulative judgment for [child support arrearages/attorney's fees/court costs], including accrued interest, against Respondent of [number] dollars (\$[amount]), such judgment bearing interest at 6 percent simple interest per year from the date this order is signed, for which let execution issue. [Include if applicable: This judgment is cumulative and includes the unpaid balance owed under the prior order[s] of [the/this] Court [include if applicable: in Cause No. [number], styled "[style of case]," in the [designation] Court of [county] County, dated [date]].]

Repeat previous paragraph for medical support arrearages and for dental support arrearages, as applicable.

If withholding is ordered, select *Order for Withholding and Credit for Amounts Withheld* or *Order for Payment by Obligor Not Subject to Income Withholding*.

Order for Withholding and Credit for Amounts Withheld

IT IS ORDERED that [include all applicable: all arrearages enumerated above/all current child support amounts/all current medical support amounts/all current dental support amounts] shall be payable through a withholding from earnings for child support.

Include the following if applicable.

IT IS ORDERED that all attorney's fees and costs awarded in this order shall be payable through a withholding from earnings for costs and fees.

Continue with the following.

IT IS FURTHER ORDERED that the withholding from earnings for [include all applicable: child support/medical support/dental support] [include if applicable: and the withhold-

ing from earnings for costs and fees] shall be binding on Respondent's present employer and all subsequent employers.

On this date the Court authorized the issuance of an Income Withholding for Support [see form 9-3] [include if applicable: and an Order to Withhold Income for Costs and Fees [see form 33-23]]. The amounts to be withheld from Respondent's disposable earnings are stated in that Income Withholding for Support [include if applicable: and that Order to Withhold Income for Costs and Fees], which [is/are] wholly incorporated by reference into this order.

Any employer of Respondent is ORDERED to begin withholding no later than the first pay period following the date on which the Income Withholding for Support [include if applicable: and the Order to Withhold Income for Costs and Fees] [is/are] served on the employer. The employer is ORDERED to continue to withhold income as long as Respondent remains in employment and child support [include if applicable: and attorney's fees and costs] [is/are] due and payable.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Respondent by the employer and paid in accordance with the order shall constitute a credit against the [include all applicable: child support obligation/medical support obligation/dental support obligation/attorney's fees/costs]. Payment of the full amount of [include all applicable: child support/medical support/dental support/attorney's fees/costs] ordered paid by any prior court order and by this order through this withholding from earnings shall discharge the [include all applicable: child support obligation/medical support obligation/dental support obligation/attorney's fees/costs]. If the amount withheld from earnings and credited against any of the obligations is less than 100 percent of the amount ordered to be paid by that prior court order and by this order, the balance due remains an obligation of Respondent, and it is ORDERED that Respondent pay the balance due directly to the state disbursement unit specified below.

Or

Order for Payment for Obligor Not Subject to Income Withholding

IT IS ORDERED that Respondent, **[name of respondent]**, pay **[number]** dollars (\$**[amount]**), by cash, cashier's check, or money order, to **[name]**, through the state disbursement unit specified below, on **[day]** of each [month/week], beginning **[date]** and continuing in the same amount and frequency on every **[specify]** thereafter, until Respondent has paid the full child support arrearage, including any accrued interest, of **[number]** dollars (\$**[amount]**).

Continue with the following.

Payment of Child Support and Child Support Arrearages

IT IS ORDERED that all payments of **[include all applicable: child support/medical support/dental support]** 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 party receiving]** for the support of the child[ren]. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of parent paying]**'s name as the name of the noncustodial parent (NCP), and **[name of party receiving]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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.

Include *Change of Employment* and *Clerk's Duties* if withholding from earnings was ordered.

Change of Employment

IT IS ORDERED that Respondent and the employer shall notify this Court and Movant 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 Respondent and the name and address of [his/her] current employer, whenever that information becomes available.

Clerk's Duties

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 Income Withholding for Support [include if applicable: and the Order to Withhold Income for Costs and Fees] to be delivered to any employer.

Include the following paragraph if a QDRO is ordered. See practice notes at sections 25.131 and 25.132.

Qualified Domestic Relations Order

IT IS FURTHER ORDERED that all [include all applicable: arrearages to which Petitioner is now entitled/current child support/current medical support/current dental support/attorney's fees/costs/interest] shall be payable in accordance with a Qualified Domestic Relations Order signed by the Court on or after the date this order is signed. IT IS FURTHER ORDERED that the amount awarded herein shall be adjusted upward to account for the 20 percent that will be automatically withheld by the retirement plan for taxes that are the responsibility of Respondent, and the Qualified Domestic Relations Order for the [exact name of plan] shall reflect this adjusted value. [Include if applicable: IT IS FURTHER ORDERED that

Respondent shall be responsible for any fees charged by the plan administrator for review of the Qualified Domestic Relations Order.]

Attorney's Fees

IT IS ORDERED that judgment is awarded to [**name of attorney**] in the amount of [**number**] dollars (\$[**amount**]) for reasonable attorney's fees, expenses, and costs, with interest at [**percent**] percent per year compounded annually from the date the judgment is signed until paid. [**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. The attorney's fees and costs awarded herein may be enforced by any means available for the enforcement of child support, including contempt.

The judgment, for which let execution issue, is awarded against [**name of respondent**], Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest [**include as applicable:** by cash, cashier's check, or money order, directly to [**name of attorney**] at [**address**] on or before [**time**] on [**date**]/in accordance with the Order for Withholding for costs and fees as ordered herein/in accordance with a Qualified Domestic Relations Order signed by the Court on or after the date this order is signed].

Any amounts paid under the order[s] above shall be credited against this judgment.

Costs

IT IS ORDERED that costs of court of [**number**] dollars (\$[**amount**]) are taxed against Respondent, and [**name of respondent**], Respondent, is ORDERED to pay those costs, by cash, cashier's check, or money order, to [**name**], [the District Clerk of [**county**] County, Texas/Movant/Movant's attorney], at [**address**] on or before [**time**] on [**date**].

Continue with the following.

Issuance of Process

IT IS ORDERED that all writs and other process necessary for the enforcement of this order be issued.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

If a separate writ of commitment is needed, see form [35-1](#). For forms for issuance of capias, see forms [35-2](#) and [35-3](#).

Forms 33-10 through 33-20 are reserved.

Form 33-21

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Confirm Child Support Arrearage

This Motion to Confirm Child Support Arrearage is brought by **[name of movant]**, Movant, **[relationship or capacity]**. [The last three numbers of Movant's driver's license number are **[numbers]**.]/Movant has not been issued a driver's license.] [The last three numbers of Movant's Social Security number are **[numbers]**.]/Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include [2.](#) if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. The child[ren] the subject of this suit [is/are]:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

4. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

Or

4. A motion to transfer under chapter 155 of the Texas Family Code has been filed with the Court simultaneously with this motion.

5. The parties entitled to notice are as follows:

a. Respondent, **[name of respondent]**, who is **[relationship or capacity]**.

Select one of the following.

Process should be served **[include if applicable: at [address, city, state, zip code]]**.

No service is necessary at this time.

Include the following if applicable.

b. **[Name]**, who is [the person entitled to receive payments on behalf of the child[ren]/**[specify other interest in the litigation]**] in the order sought to be enforced.

Select method of service as above if applicable.

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that appears in the minutes of **[this/the]** Court and states in relevant part as follows: **[quote portions of order]**.

Or

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that appears in

the minutes of [this/the] Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.
Include as applicable.

Respondent was ordered to pay regular child support of \$[amount] per [period], beginning [date] and [frequency] thereafter. That amount and frequency of obligation remain unchanged to the date of this motion.

And/Or

Respondent was ordered to pay medical support of \$[amount] per [period], beginning [date] and [frequency] thereafter. That amount and frequency of obligation remain unchanged to the date of this motion.

And/Or

Respondent was ordered to pay dental support of \$[amount] per [period], beginning [date] and [frequency] thereafter. That amount and frequency of obligation remain unchanged to the date of this motion.

Continue with the following.

In the order described above, [name of respondent] was ordered to make all payments through [the child support state disbursement unit/[name and location of place where payments are to be made]]. [Include if applicable: A copy of the record of child support payments maintained by the state disbursement unit is attached to this motion.]

7. Respondent has failed to pay child support as ordered. Respondent's total arrearage at the time of filing is \$[amount] [include if applicable: , including \$[amount] owed on previously confirmed arrearages and \$[amount] on unpaid child support not yet confirmed].

And/Or

Respondent has failed to pay medical support as ordered. Respondent's total arrearage at the time of filing is \$[amount] [include if applicable: , including \$[amount] owed on previously confirmed arrearages and \$[amount] on unpaid medical support not yet confirmed].

And/Or

Respondent has failed to pay dental support as ordered. Respondent's total arrearage at the time of filing is \$[amount] [include if applicable: , including \$[amount] owed on previously confirmed arrearages and \$[amount] on unpaid dental support not yet confirmed].

Include the following if applicable.

A copy of the record of child support payments maintained by the state disbursement unit is attached to this motion.

Continue with the following.

There have been repeated violations of the court order, and future violations of a similar nature may occur before hearing. Movant requests the confirmation of arrearages, a judgment for the arrearages and interest, and interest on the judgment until paid. Movant requests the Court to order income withheld for the arrearages, attorney's fees, court costs, and interest.

Include 8. if applicable.

8. Respondent has been in arrears for an amount due for more than thirty days, and the amount of the arrearages is an amount equal to at least one month's support. Movant requests the Court to order income withheld for [include all applicable: current child support/ current medical support/current dental support] or to order a bond or security.

Include 9. if QDRO is sought. See practice notes at sections 25.131 and 25.132. An attorney cannot be named as an alternate payee. Only the child can be named as the alternate payee. The obligee can be named as the trustee or guardian for purpose of payment.

9. Movant requests the Court to issue a qualified domestic relations order for the payment of the [**select all applicable:** child support arrearage/medical support arrearage/dental support arrearage/current child support/current medical support/current dental support/attorney's fees/costs/interest]. In addition, in order to ensure Movant receives the full amount awarded, Movant requests that this amount be adjusted upward to account for the 20 percent that will be automatically withheld by the retirement plan for taxes that are the responsibility of Respondent, and that Respondent be responsible for any fees charged by the plan administrator to review the qualified domestic relations order.

10. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the child[ren]'s rights. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

Movant prays that judgment be rendered against Respondent for any child support arrearage, interest, attorney's fees, and costs.

Movant prays for general relief.

[**Name**]
Attorney for Movant
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Notice of Hearing

The above motion is set for hearing on _____ at _____. M.
in [designated location of court].

SIGNED on _____.

Judge or Clerk

If applicable, attach a copy of the child support payment record.

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 33-22

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Judgment for Child Support Arrearage

On [date] the Court heard Movant's Motion to Confirm Child Support Arrearage.

Appearances

Movant, [name of movant], [include if applicable: friend of the Court,/[specify agency],]

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and announced ready for trial.

If other parties were notified, include the following for each as applicable.

[Name], [relationship or capacity],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court finds that on **[date]** Respondent was ordered to make periodic payments of **[include all applicable: child support/medical support/dental support]** in an order **[include if applicable: in Cause No. [number], styled “[style of case],” in the [designation]** Court of

[**county**] County] that appears in the minutes of [this/the] Court [and states in relevant part as follows: [**quote exact language of child support order**]/, the relevant portion[s] of which [is/are] attached as Exhibit [**exhibit number/letter**]]. In that order Respondent was ordered to pay [**include all applicable**: the sum of \$[**amount**] per [**period**] beginning [**date**] for child support/ the sum of \$[**amount**] per [**period**] beginning [**date**] for medical support/the sum of \$[**amount**] per [**period**] beginning [**date**] for dental support].

The Court further finds that Respondent has failed to make payments as ordered. [**Include if applicable**: The Court finds and confirms that the balance owed by Respondent on previously confirmed child support arrearages is \$[**amount**], plus \$[**amount**] in accrued interest on that amount.] The Court further finds and confirms that Respondent is in arrears in the amount of \$[**amount**] for the period [**date**] through [**date**] and that interest has accrued [**include if applicable**: on those previously unconfirmed arrearages] in the amount of \$[**amount**]. Judgment should be awarded against Respondent in the total amount of \$[**amount**] for the arrearages and interest.

Repeat previous paragraph for medical support arrearages and for dental support arrearages, as applicable.

The Court further finds that attorney's fees and costs of \$[**amount**] should be assessed against Respondent.

Include the following if applicable.

The Court further finds that, at the time the motion requesting withholding from earnings for child support was filed, Respondent had been in arrears for an amount due for more than thirty days and the amount of the arrearages was an amount equal to or greater than that due for a one-month period.

Continue with the following.

The Court further finds that all [**include all applicable:** arrearages/current child support/current medical support/current dental support/attorney's fees/costs] amounts should be withheld from Respondent's earnings.

Relief Granted

Judgment

IT IS ORDERED that [**name**] is granted a cumulative judgment for child support arrearages, including accrued interest, against Respondent of [**number**] dollars (\$[**amount**]), such judgment bearing interest at 6 percent simple interest per year from the date this order is signed, for which let execution issue. [**Include if applicable:** This judgment is cumulative and includes the unpaid balance owed under the prior order[s] of [the/this] Court [**include if applicable:** in Cause No. [**number**], styled "[**style of case**]," in the [**designation**] Court of [**county**] County, dated [**date**]].]

Repeat previous paragraph for medical support arrearages and for dental support arrearages, as applicable.

If withholding is ordered, select *Order for Withholding and Credit for Amounts Withheld* or *Order for Payment by Obligor Not Subject to Income Withholding*.

Order for Withholding and Credit for Amounts Withheld

IT IS ORDERED that [**include all applicable:** all arrearages enumerated above/all current child support amounts/all current medical support amounts/all current dental support amounts] shall be payable through a withholding from earnings for child support.

Include the following if applicable.

IT IS ORDERED that all attorney's fees and costs awarded in this order shall be payable through a withholding from earnings for costs and fees.

Continue with the following.

IT IS FURTHER ORDERED that the withholding from earnings for **[include all applicable: child support/medical support/dental support/costs and fees]** shall be binding on Respondent's present employer and all subsequent employers.

On this date the Court authorized the issuance of an Income Withholding for Support **[see form 9-3]** **[include if applicable: and an Order to Withhold Income for Costs and Fees [see form 33-23]]**. The amounts to be withheld from Respondent's disposable earnings are stated in that Income Withholding for Support **[include if applicable: and that Order to Withhold Income for Costs and Fees]**, which **[is/are]** wholly incorporated by reference into this order.

Any employer of Respondent is ORDERED to begin withholding no later than the first pay period following the date on which the Income Withholding for Support **[include if applicable: and the Order to Withhold Income for Costs and Fees]** **[is/are]** served on the employer. The employer is ORDERED to continue to withhold income as long as Respondent remains in employment and child support **[include if applicable: and attorney's fees and costs]** **[is/are]** due and payable.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Respondent by the employer and paid in accordance with the order shall constitute a credit against the **[include all applicable: child support obligation/medical support obligation/dental support obligation/attorney's fees/costs]**. Payment of the full amount of **[include all applicable: child support obligation/medical support obligation/dental support obligation/attorney's fees/costs]** ordered paid by any prior court order and by this order through this withholding from earnings shall discharge the **[include all applicable: child support obligation/medical support obligation/dental support obligation/attorney's fees/costs]**. If the amount withheld from earnings and credited against any of the obligations is less than 100 percent of the amount ordered to be paid by that prior court order and by this order, the balance due remains an obli-

gation of Respondent, and it is ORDERED that Respondent pay the balance due directly to the state disbursement unit specified below.

Or

Order for Payment for Obligor Not Subject to Income Withholding

IT IS ORDERED that Respondent, **[name of respondent]**, pay **[number]** dollars (\$**[amount]**), by cash, cashier's check, or money order, to **[name]**, through the state disbursement unit specified below, on **[day]** of each [month/week], beginning **[date]** and continuing in the same amount and frequency on every **[specify]** thereafter, until Respondent has paid the full child support arrearage, including any accrued interest, of **[number]** dollars (\$**[amount]**).

Continue with the following.

Payment of Child Support and Child Support Arrearages

IT IS ORDERED that all payments of **[include all applicable: child support/medical support/dental support]** 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 party receiving]** for the support of the child[ren]. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of parent paying]**'s name as the name of the noncustodial parent (NCP), and **[name of party receiving]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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.

Include *Change of Employment* and *Clerk's Duties* if withholding from earnings was ordered.

Change of Employment

IT IS ORDERED that Respondent and the employer shall notify this Court and Movant 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 Respondent and the name and address of [his/her] current employer, whenever that information becomes available.

Clerk's Duties

IT IS ORDERED that, on the request of a prosecuting attorney, the title IV-D agency, the friend of the Court, a domestic relations officer, [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 Income Withholding for Support [include if applicable: and the Order to Withhold Income for Costs and Fees] to be delivered to any employer.

Include the following paragraph if a QDRO is ordered. See practice notes at sections 25.131 and 25.132.

Qualified Domestic Relations Order

IT IS FURTHER ORDERED that all [include all applicable: arrearages to which Petitioner is now entitled/current child support/current medical support/current dental support/attorney's fees/costs/interest] shall be payable in accordance with a Qualified Domestic Relations Order signed by the Court on or after the date this order is signed. IT IS FURTHER ORDERED that the amount awarded herein shall be adjusted upward to account for the 20 percent that will be automatically withheld by the retirement plan for taxes that are the responsibility of Respondent, and the Qualified Domestic Relations Order for [exact name of plan]

shall reflect this adjusted value. **[Include if applicable: IT IS FURTHER ORDERED that Respondent shall be responsible for any fees charged by the plan administrator for review of the Qualified Domestic Relations Order.]**

Attorney's Fees

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. **[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. The attorney's fees and costs awarded herein may be enforced by any means available for the enforcement of child support, including contempt.

The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest **[include as applicable: by cash, cashier's check, or money order, directly to [name of attorney]** at **[address]** on or before **[time]** on **[date]**/in accordance with the Order for Withholding for costs and fees as ordered herein/in accordance with a Qualified Domestic Relations Order signed by the Court on or after the date this order is signed].

Any amounts paid under the order[s] above shall be credited against this judgment.

Costs

IT IS ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, and **[name of respondent]**, Respondent, is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, **[the District Clerk of [county] County, Texas/Movant/Movant's attorney]**, at **[address]** on or before **[time]** on **[date]**.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order for child support.

Form 33-23**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order to Withhold Income for Costs and Fees

The Court ORDERS you, the employer of Obligor, to withhold income from Obligor's disposable earnings from this employment as follows:

Obligor:

Name:

Address:

City, state, zip:

Social Security number:

Attorney for Obligee:

Name:

Address:

City, state, zip:

Social Security number:

Child[ren]:

Name:

Date of birth:

Social Security number:

Repeat above information for each additional child.

Withholding from Earnings for Attorney's Fees and Costs

The Court ORDERS that any employer of Obligor shall begin withholding from Obligor's disposable earnings not later than the first pay period following the date this order is delivered to the employer.

IT IS ORDERED that the amount of earnings to be withheld by the employer is:

1. [number] dollars (\$[amount]) if Obligor is paid monthly.
2. [number] dollars (\$[amount]) if Obligor is paid twice monthly.
3. [number] dollars (\$[amount]) if Obligor is paid every other week.
4. [number] dollars (\$[amount]) if Obligor is paid every week.

The employer shall withhold earnings in the above amount for as long as Obligor is employed by the employer or until the full amount of [number] dollars (\$[amount]) assessed as attorney's fees and costs has been fully paid.

Maximum Amount Withheld

The maximum amount to be withheld shall not exceed 50 percent of Obligor's disposable earnings.

Employers should not be ordered to send payments for attorney's fees to the state disbursement unit. Payments should be made directly to obligee's attorney.

Method of Payment

The Court ORDERS the employer to pay all amounts withheld on each regular pay day through Obligee's attorney.

All payments shall be made payable to [**name of obligee's attorney**].

All payments shall identify the names of Obligor and Obligee's attorney and the cause number of this suit.

Calculating Disposable Earnings

The employer shall calculate Obligor's disposable earnings, which are subject to withholding for child support, as follows:

1. Determine the "earnings" of Obligor. "Earnings" means a payment to or due an individual, regardless of source and how denominated, and includes a periodic or lump-sum payment for wages, salary, compensation received as an independent contractor, overtime pay, severance pay, commission, bonus, and interest income; payments made under a pension, an annuity, workers' compensation, and a disability or retirement program; unemployment benefits; compensation from a transportation network company as defined by section 2402.001 of the Texas Occupations Code; and compensation from a person that operates a technology platform used to make deliveries to customers.

2. Subtract the following sums to calculate Obligor's "disposable earnings":

- a. any amounts required by law to be withheld (e.g., federal income tax and federal FICA or OASI tax (Social Security), Railroad Retirement Act contributions);

- b. union dues;
- c. nondiscretionary retirement contributions by Obligor; and
- d. medical, hospitalization, and disability insurance coverage for Obligor and Obligor's child[ren].

More Than One Order Withholding

An employer receiving two or more orders or writs for Obligor shall comply with each order or writ to the extent possible.

If the total amount due under the orders or writs exceeds the maximum amount allowed to be withheld, the employer shall pay, until that maximum is reached, in the following order of priority:

- 1. an equal amount toward the current support in each order or writ until the employer has complied fully with each current support obligation;
- 2. an equal amount toward current spousal maintenance in each order or writ until the employer has complied fully with each current spousal maintenance obligation;
- 3. an equal amount toward the child support arrearages in each order or writ until the employer has complied fully with each order or writ for child support arrearages;
- 4. an equal amount toward the maintenance arrearages in each order or writ until the employer has complied fully with each order or writ for spousal maintenance arrearages; and
- 5. an amount toward the attorney's fees and costs.

Notice of Change of Employment

The Court ORDERS an employer to notify this Court and Obligee's attorney within seven days of the date Obligor terminates employment. The employer is ORDERED to provide Obligor's last known address and the name and address of Obligor's new employer, if known.

SIGNED on _____.

JUDGE PRESIDING

Form 33-24

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Security for Payment of Child Support

This Motion for Security for Payment of Child Support is brought by [name of movant], Movant, [relationship or capacity]. [The last three numbers of Movant's driver's license number are [numbers]./Movant has not been issued a driver's license.] [The last three numbers of Movant's Social Security number are [numbers]./Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. The child[ren] the subject of this suit [is/are]:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

4. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

Or

4. A motion to transfer under chapter 155 of the Texas Family Code has been filed with the Court simultaneously with this motion.

5. The parties entitled to notice are as follows:

a. Respondent, **[name of respondent]**, who is **[relationship or capacity]**.

Select one of the following.

Process should be served **[include if applicable: at [address, city, state, zip code]]**.

No service is necessary at this time.

Include the following if applicable.

b. **[Name]**, who is [the person entitled to receive payments on behalf of the child[ren]/**[specify other interest in the litigation]**] in the order sought to be enforced.

Select method of service as above if applicable.

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that appears in the minutes of **[this/the]** Court and states in relevant part as follows: **[quote portions of order]**.

Or

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that appears in

the minutes of [this/the] Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

Respondent was ordered to pay regular child support of \$[amount] per [period], beginning [date] and [frequency] thereafter. That amount and frequency of obligation remain unchanged to the date of this motion.

In the order described above, [name] was ordered to make all payments through [name and location of child support registry or place where payments are to be made]. [Include if applicable: A copy of the record of child support payments maintained by that registry is attached to this motion.]

Select one of the following.

7. Respondent is employed by [name of employer], who is not subject to the jurisdiction of the Court, in that [state reasons].

Or

7. Respondent is a person for whom income withholding is unworkable or inappropriate, in that [state relevant circumstances].

Continue with the following.

Movant requests that the Court order Respondent to execute a bond, subject to the Court's approval, or to deposit security with the Court of \$[amount], payable to [name], conditioned on Respondent's payment of past-due and future child support payments, including any accrued interest.

8. It was necessary to secure the services of [name of attorney], a licensed attorney, to enforce and protect the rights of the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be ren-

dered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

Movant prays that the Court grant this Motion for Security for Payment of Child Support, for attorney's fees, expenses, costs, and interest, and for general relief.

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

If applicable, attach a copy of the child support payment record.

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 33-25

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]**Order for Security for Payment of Child Support**

On **[date]** the Court heard Movant's Motion for Security for Payment of Child Support.

Appearances

Movant, **[name of movant]**, **[include if applicable: friend of the Court,/[specify agency],]**

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and announced ready for trial.

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

failed to appear, although duly notified.

If other parties were notified, include the following for each as applicable.

[Name], [relationship or capacity],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court finds that on **[date]** Respondent was ordered to make periodic payments of child support, in an order **[include if applicable: in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County]** that appears in the minutes of **[this/the]** Court **[and states in relevant part as follows: [quote exact language of child support order]/, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter]]**. Respondent was ordered to pay the sum of \$**[amount]** per **[period]** beginning **[date]** for child support.

Select one of the following.

The Court finds that Respondent is employed by an employer who is not subject to the jurisdiction of the Court.

Or

The Court finds that Respondent is a person for whom income withholding is unworkable or inappropriate.

Continue with the following.

The Court further finds that attorney’s fees and costs of \$**[amount]** should be assessed against Respondent.

*Relief Granted**Security or Bond*

IT IS THEREFORE ORDERED that **[name of respondent]**, Respondent, **[post a cash or surety bond of [number] dollars (\$[amount]) payable to [name]/deposit with the Court [describe security]]**, conditioned on Respondent’s payment of past-due and future child support payments, including any accrued interest, as ordered by the Court.

Attorney's Fees

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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.

Costs

IT IS ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, and **[name of respondent]**, Respondent, is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Movant/Movant's attorney], at **[address]** on or before **[time]** on **[date]**.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order for child support.

Form 33-26

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Forfeiture of Security for Failure to Comply with Order

This Motion for Forfeiture of Security for Failure to Comply with Order is brought by [name of movant], Movant, [relationship or capacity]. [The last three numbers of Movant's driver's license number are [numbers]./Movant has not been issued a driver's license.] [The last three numbers of Movant's Social Security number are [numbers]./Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. The child[ren] the subject of this suit are:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

4. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

Or

4. A motion to transfer under chapter 155 of the Texas Family Code has been filed with the Court simultaneously with this motion.

5. The parties entitled to notice are as follows:

a. Respondent, **[name of respondent]**, who is **[relationship or capacity]**.

Select one of the following.

Process should be served **[include if applicable: at [address, city, state, zip code]]**.

No service is necessary at this time.

Include the following if applicable.

b. **[Name]**, who is [the person entitled to receive payments on behalf of the child[ren]/**[specify other interest in the litigation]**] in the order sought to be enforced.

Select method of service as above if applicable.

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that appears in the minutes of **[this/the]** Court [and states in relevant part as follows: **[quote portions of order]**], the relevant portion[s] of which [is/are] attached as Exhibit **[exhibit number/letter]**. Respondent was ordered to pay regular child support of \$**[amount]** per **[period]** beginning **[date]** and **[frequency]** thereafter. That amount and frequency of obligation remain unchanged to the date of this motion.

On [date] [include if applicable: , in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County,) [this/the] Court signed an order that appears in the minutes of [this/the] Court [and states in relevant part as follows: [quote portions of order]/, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter]]. Respondent was ordered to [execute a bond/post security]. Such [bond/security] was paid through the registry of the Court on [date].

7. Respondent has failed to pay child support as ordered. Respondent owes child support and interest as follows:

a. Support accrued under all prior court orders	\$ _____
b. Support paid under all prior court orders	\$ _____
c. Aggregate support arrearages under all prior court orders as of [date] ((a.) – (b.))	\$ _____
d. Accrued interest on arrearage as of [date]	\$ _____
e. Total arrearage as of [date] ((c.) + (d.))	\$ _____

8. Movant requests that the Court order that the [bond/security] of Respondent be forfeited and further order the registry of the Court to pay from the forfeited [bond/security] to Movant \$[amount of arrearage] and additionally to pay the amount of any attorney’s fees and costs awarded to Movant.

9. It was necessary to secure the services of [name of attorney], a licensed attorney, to protect the rights of Movant and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney’s fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the

undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

Movant prays that the Court grant the Motion for Forfeiture of Security for Failure to Comply with Order, for attorney's fees, expenses, costs, and interest, and for general relief.

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

If applicable, attach a copy of the child support payment record.

If applicable, attach the exhibit(s) containing a copy (or copies) of the relevant portion(s) of the order(s).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 33-27

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]**Order for Forfeiture of Security for Failure to Comply with Order**

On **[date]** the Court considered the Motion for Forfeiture of Security for Failure to Comply with Order of **[name of movant]**, Movant.

Appearances

Movant, **[name of movant]**, **[include if applicable: friend of the Court,/[specify agency],]**

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and announced ready for trial.

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

failed to appear, although duly notified.

If other parties were notified, include the following for each as applicable.

[Name], [relationship or capacity],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court finds that on **[date]** Respondent was ordered to make periodic payments of child support, in an order **[include if applicable: in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County]** that appears in the minutes of **[this/the]** Court **[and states in relevant part as follows: [quote portions of order]/, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter]]**. Respondent was ordered to pay the sum of **[\$[amount]]** per **[period]** beginning **[date]** for child support.

On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County,]** **[this/the]** Court signed an order that appears in the minutes of **[this/the]** Court **[and states in relevant part as follows: [quote portions of order]/, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter]]**. Respondent was ordered to **[execute a bond/post security]**. Such **[bond/security]** was paid through the registry of the Court on **[date]**.

The Court finds that Respondent has failed to pay child support in the amount of **[\$[amount]]**.

The Court further finds that attorney’s fees and costs of **[\$[amount]]** should be assessed against Respondent.

*Relief Granted**Security or Bond*

IT IS THEREFORE ORDERED that the **[bond/security]** of Respondent be forfeited, and it is further ORDERED that the registry of the Court pay to Movant **[number]** dollars (**[\$[amount]]**) for child support, **[number]** dollars (**[\$[amount]]**) for attorney’s fees, and **[number]** dollars (**[\$[amount]]**) for costs awarded to Movant from the forfeited **[bond/security]**.

Attorney's Fees

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay **[full amount of fees awarded less amount ordered paid from security or bond]** dollars (\$**[amount]**), by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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 child support, including contempt.

Costs

IT IS ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, and **[name of respondent]**, Respondent, is ORDERED to pay **[full amount of costs awarded less amount ordered paid from security or bond]** dollars (\$**[amount]**), by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/ Movant/Movant's attorney], at **[address]** on or before **[time]** on **[date]**.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit(s) containing a copy (or copies) of the relevant portion(s) of the order(s).

Forms 33-28 through 33-30 are reserved.

Form 33-31

This form may be used to enforce a withholding order or writ against an employer under [Tex. Fam. Code § 158.206](#) when the employer is alleged to have failed to withhold or to have withheld but not remitted.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Enforce Withholding from Earnings

This Motion to Enforce Withholding from Earnings is brought by **[name of movant]**, Movant, **[capacity]**, in accordance with chapter 158 of the Texas Family Code. [The last three numbers of Movant's driver's license number are **[numbers]**.]/Movant has not been issued a driver's license.] [The last three numbers of Movant's Social Security number are **[numbers]**.]/Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This Court has continuing jurisdiction of this suit as a result of prior proceedings. Movant seeks enforcement of prior orders or process issued by this Court against Respondent, who is the employer of **[name of obligor]**, Obligor.

4. The parties entitled to notice are as follows:

- a. [Employer's name, mailing address, city, state, zip], "Employer." Employer is a [corporation/partnership/sole proprietorship] doing business in Texas. Employer may be served with process by serving [name, capacity], [include if applicable: its registered agent for service of process,] at [address, city, state].

Include the following if applicable.

- b. [Name], Obligor, Social Security number [number], who was born on [birth date] and who has been ordered to make child support payments by this Court.

Select one of the following.

Process should be served at [address, city, state, zip code].

No service is necessary at this time.

Continue with the following if applicable.

- c. [Name], Oblige, Social Security number [number], who is the person entitled to receive payments on behalf of the child[ren] under prior orders.

Select one of the following.

Process should be served at [address, city, state, zip code].

No service is necessary at this time.

Include 5. if violation of a writ of withholding is alleged.

5. After complying with all conditions precedent required by law, [name], in accordance with chapter 158 of the Texas Family Code, filed a request with the clerk of this Court for issuance of a writ of income withholding. On [date] the clerk of this Court issued a writ of

income withholding to Employer. The writ was served on Employer's agent on or about [date].

Include 6. if violation of an order of income withholding is alleged.

6. On [date] this Court ordered that any employer of Obligor withhold from Obligor's disposable earnings the [current child support/medical child support/attorney's fees and costs] of \$[amount] per [period] and a specified amount to be applied to arrearages. On [date] the clerk of this Court issued a certified copy of that order, which was served on Employer's agent on or about [date].

7. More than twenty days have elapsed since service of the [order/writ] of income withholding on Employer, and no motion for hearing on the applicability of the [order/writ] has been filed.

Include 8. if failure to withhold or failure to remit amounts withheld is alleged. Adapt the language, if applicable, if failure to comply with an order to provide health insurance is alleged.

8. Employer has failed and refused to comply with the [order/writ] described above by failing to pay amounts ordered to be withheld for [number] pay periods since service of the [order/writ] in accordance with the [order/writ]. As of [date], Employer is liable to Obligor for \$[amount], that amount having not been paid in compliance with the [order/writ].

Or

8. Employer has failed and refused to comply with the [order/writ] described above by failing to pay amounts ordered to be withheld for [number] pay periods since service of the [order/writ] in accordance with the [order/writ]. As of [date] Employer is liable to Obligor for \$[amount], that amount having been withheld from the wages of Obligor but not paid in compliance with the [order/writ], and an amount equal to the amount of accrued interest on the amount withheld and not paid.

Include 9. if violation is continuing.

9. There have been repeated past violations of the [order/writ], and future violations of a similar nature may occur before hearing. Judgment and all appropriate relief should be granted for each violation from the date the withholding order was signed to the date of hearing on this motion.

Include 10. if a fine under [Tex. Fam. Code § 158.210](#) is sought.

10. As of [date] Employer has knowingly violated the withholding statutes by failing to [withhold earnings/remit withheld income within the time required] for [number] pay periods as ordered. Movant requests that Employer be fined \$200 for each such failure to [withhold income/remit withheld income within the time required] and for each failure to [withhold/remit withheld] income through the date of trial and that all such fines be paid to Obligee and credited against Obligor's arrearages.

Include 11. if a clarification order that would allow contempt sanctions against the employer is sought.

11. Movant requests that the Court enter a clarifying order, specify in that clarifying order the duties imposed on the respondent Employer, specified agents of Employer, or both, and provide a reasonable time within which compliance will be required.

12. may be used if the hearing will be more than fifty days after service of the motion. If the documents are sought in a shorter time, use a subpoena duces tecum. Also, the court may shorten the time for filing the response on a showing of good cause. [Tex. R. Civ. P. 191.1](#).

12. Employer has in Employer's possession, custody, or control documents that will demonstrate the nature and extent of noncompliance with the [order/writ] of income withholding, and Employer should be ordered to produce at the offices of [name and address of attorney] on or before [time] on the fiftieth day following the date of service of this motion, to be inspected, sampled, photographed, tested, or copied, the originals or true copies of the follow-

ing documents in Employer's possession, custody, or control: all payroll records, including stubs, vouchers, and records of commissions, and all other written records or evidence of disposable earnings owed or paid to **[name]**, Social Security number **[number]**, since **[date]**.

13. It was necessary to secure the services of **[name of attorney]**, a licensed attorney, to enforce and protect the rights of **[name]** and the child[ren] the subject of this suit. Employer should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Employer and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

Movant prays that Employer be found to be in violation of the orders of the Court and of chapter 158 of the Texas Family Code, **[specify other relief based on pleadings chosen]**, and that the Court grant a judgment in accordance with that statute and this motion and all other relief that may be proper.

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Order to Appear

For “a motion for enforcement of an existing order providing for child support,” the court may order the respondent to appear on a date not sooner than ten days from the date of service. [Tex. Fam. Code § 157.062\(c\)](#). This suit may not qualify as such a motion, however. If the employer is entitled to citation and the normal time to file an answer, a citation should be used in addition to notice of hearing, and the hearing shall be held no sooner than 10:00 A.M. of the first Monday after the twentieth day after the date of service. [Tex. Fam. Code § 157.062\(d\)](#).

Employer, [name], is ORDERED to appear and respond to this Motion to Enforce Withholding from Earnings in [designation and location of court] on _____ at _____ .M. The purpose of this hearing is to determine whether all relief requested in the motion served with this order should be granted.

Include the following if applicable.

The Court ORDERS Employer to comply with the request for production contained in paragraph [number] of the Motion to Enforce Withholding from Earnings by producing at the offices of [name and address of attorney] on or before [time] on the fiftieth day following the date of service of this motion, to be inspected, sampled, photographed, tested, or copied, the originals or true copies of the following documents in Employer’s possession, custody, or control: all payroll records, including stubs, vouchers, and records of commissions, and all other written records or evidence of disposable earnings owed or paid to [name], Social Security number [number], since [date].

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 33-32

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Enforcing Withholding from Earnings

On [date] the Court considered the Motion to Enforce Withholding from Earnings filed by [name of movant], Movant.

Appearances

Movant, [name of movant], [Obligor/Obligee/[other capacity]],

Select one of the following.

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

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

appeared in person and announced ready for trial.

Include the following if applicable.

Obligee, [name],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Include the following if applicable.

Obligor, **[name]**,

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Continue with the following.

Respondent, **[name of employer]**, “Employer,”

Select one of the following.

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

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

appeared in person and announced ready for trial.

entered a general appearance and agreed to the entry of these orders as evidenced by the signature below.

failed to appear and wholly made default, although duly and properly cited and notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court finds that [**name**], Employer, is or at all relevant times was an employer of [**name**], Obligor, and should have begun withholding income from Obligor's disposable earnings on [**date**].

The Court finds that Employer should have continued to withhold income from Obligor's disposable earnings [**state frequency, e.g., weekly**] thereafter of \$[**amount**], which includes \$[**amount**] in [current child support payments/attorney's fees and costs] and \$[**amount**] toward arrearages [**or adapt if failure to remit payments or to provide health insurance is alleged**].

Include those of the following paragraphs that are applicable.

The Court finds that Employer has failed to pay amounts ordered to be withheld for [**number**] pay periods since service of the [order/writ]. The total amount not paid in compliance with the [order/writ], including sums [not withheld from Obligor's wages,/withheld from Obligor's wages but not remitted,/not withheld from Obligor's wages and sums withheld but

not remitted,] [**include if applicable:** including an amount equal to the amount of accrued interest on the amount withheld and not paid,] as of the date of this hearing is \$[**amount**].

And/Or

The Court finds that Employer has knowingly violated the provisions of chapter 158 of the Texas Family Code by failing to [withhold money from Obligor's earnings/timely remit withheld income] for [**number**] pay periods from the date on which withholding should have begun to the date of this trial, that each such failure to [withhold/remit] constitutes a separate violation of the statute subject to a separate fine of \$200, and that a fine in the total sum of \$[**amount**] for those violations should be assessed and paid to Obligee, [**name**], and credited against Obligor's arrearage.

And/Or

The Court finds that Employer's order issued in this case should be clarified by designating [**name**] as the person responsible to this Court for implementing income withholding from the wages of [**name of obligor**] and that [**name**] should be ordered to implement that withholding not later than [**date**], which the Court specifically finds is a reasonable time for compliance, after which these orders may be enforced by contempt.

Continue with the following.

The Court finds that attorney's fees and costs of \$[**amount**] should be assessed against Employer.

Relief Granted

IT IS ORDERED that [**name**] is granted judgment against [**employer's name**] of [**number**] dollars (\$[**amount**]), such judgment bearing interest at [**percent**] percent per year compounded annually from the date this order is signed, for which let execution issue.

Include the following if applicable.

IT IS ORDERED that Employer pay to the registry of this Court fines in the total sum of **[number]** dollars (\$**[amount]**) on or before **[date]**.

Continue with the following.

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against Employer, and Employer is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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 ORDERED that Employer pay **[number]** dollars (\$**[amount]**), taxed as costs, to [the District Clerk of **[county]** County, Texas,/Movant/Movant's attorney] at **[address]** by **[time]** on **[date]**.

Include the following if applicable.

IT IS ORDERED that **[name]** shall implement income withholding from the wages of **[obligor's name]** not later than **[date]**, which the Court specifically finds is a reasonable time for compliance, after which these orders may be enforced by contempt.

Specify any other relief granted.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Include the following if applicable.

APPROVED:

[Employer/Respondent]

Form 33-33

Service on a financial institution is governed by [Tex. Fam. Code § 157.3145](#) and [Tex. Fin. Code § 59.008](#).

Include the following notice if the document is filed with the court. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Child Support Lien

TO: [name and address of person to whom the notice is being sent]

Child support action:

Case Number: [include if case is a title IV-D case]

Obligor:

Full name:

Address:

Birth date:

Driver's license number:

Social Security number: [not required for a lien on real property]

Alias(es), if any:

Obligee:

Full name:

Social Security number: **[not required for a lien on real property]**

Amount of the current or prospective child support obligation: **[number]** dollars (\$**[amount]**)

Frequency with which current or prospective child support is ordered to be paid: [monthly/
semimonthly/biweekly/weekly]

Amount of child support arrearages: **[number]** dollars (\$**[amount]**)

Date of order or writ that determined arrearages: **[date]**

Date and manner arrearages were determined if different from above: **[date]**

Rate of interest on arrearages: **[percent]** percent

Person or agency asserting lien: **[name and address]**

Include the following if the property is a motor vehicle.

Motor vehicle identification number as shown on Obligor's title: **[VIN]**.

Continue with the following.

The child support lien attaches to all nonexempt real and personal property of Obligor that is located or recorded in the state, including the following property and any property acquired after filing or delivery of this notice: **[specifically identify property]**.

Any ordered child support not timely paid in the future constitutes a final judgment for the amount due and owing, including interest, and accrues up to an amount that may not exceed the lien amount.

Obligor is being provided a copy of this child support lien notice. Obligor may dispute the arrearage amount by filing suit under section 157.323 of the Texas Family Code.

If the child support lien notice is delivered to a financial institution with respect to an account of the obligor, include the following.

You shall immediately provide the claimant with the last known address of Obligor.

You shall immediately notify any other person having an ownership interest in the account that the account has been frozen in an amount not to exceed the amount of the child support arrearage identified in this notice.

Continue with the following.

I swear that the above facts are true and correct.

[Name of claimant/preparer]

[Address]

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

Not later than the twenty-first day after the date of filing or delivering the child support lien notice, the claimant shall provide a copy of the notice to the obligor by first-class or certified mail, return receipt requested, addressed to the obligor at the obligor's last known address. If another person is known to have an ownership interest in the property subject to the lien, the claimant shall provide a copy of the lien notice to that person at the time notice is provided to the obligor.

Form 33-34**Letter to Financial Institution**

[Notice of Lien]

[Date]

To: [name and address of financial institution]

Re: Notice of Lien

Obligor: [name of obligor]

Obligor's Social Security number: [number]

[Cause number and style of case]

[Salutation]

I represent the claimant, [name of claimant].

A Notice of Lien is filed with your financial institution pursuant to section 157.314 of the Texas Family Code. Under section 157.319 of the Texas Family Code, it is your responsibility to hold funds subject to the lien for the payment of child support. This lien is effective until you receive a notice of levy or a notice that the lien is released. Only the claimant may grant a full or partial release of this lien. Any questions by Obligor concerning this lien should be directed to me.

Your prompt attention to this matter is most appreciated. If you have any questions, please contact me.

[Name of attorney]

Enc.: Notice of Lien

Form 33-35

Delivery of the notice of levy is governed by [Tex. Fam. Code § 157.327\(e\)](#).

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Levy to Financial Institution

TO: **[name and address of financial institution]**

Obligor:

Full name:

Address:

Birth date:

Driver's license number:

Social Security number:

Alias(es), if any:

Bank account number(s):

Obligee:

Full name:

Amount of child support arrearages owing at **[date]**: **[number]** dollars (\$**[amount]**)

Date of order that determined arrearages: **[date]**

The Notice of Levy is made by **[name and address of claimant]**.

You are directed to pay the claimant, not earlier than the fifteenth day or later than the twenty-first day after the date of delivery of this notice, an amount from the assets of Obligor or from funds due to Obligor that are held or controlled by you, not to exceed the amount of the child support arrearages identified in this notice, unless—

1. you are notified by the claimant that Obligor has paid the arrearages or made arrangements satisfactory to the claimant for the payment of the arrearages; or
2. Obligor or another person files suit under section 157.323 of the Texas Family Code requesting a hearing by the court.

Pursuant to section 157.327 of the Texas Family Code, you may not (1) close an account in which Obligor has an ownership interest, (2) permit a withdrawal from any account Obligor owns, in whole or in part, or (3) pay funds to Obligor so that any amount remaining in the account is less than the amount of the arrearages identified in this notice, plus any fees to you and costs of the levy. You may deduct the fees and costs of the levy from Obligor's assets before paying the claimant.

You shall notify any other person having an ownership interest in an account in which Obligor has an ownership interest that the account has been levied on in an amount not to exceed the amount of the child support arrearages identified in this notice.

A copy of this notice is being sent to Obligor.

Notice to Obligor

The obligor's copy of this notice may be delivered to the last known address of the obligor by first-class mail, certified mail, or registered mail.

You are notified that the claimant will not proceed with levy, if, not later than the tenth day after the date of receipt of this notice, (1) you pay in full the amount of the arrearages

identified in this notice or (2) otherwise make arrangements acceptable to the claimant for the payment of the arrearage amounts.

You may contest the levy by filing suit under section 157.323 of the Texas Family Code not later than the tenth day after the date of receipt of this notice.

I swear that the above facts are true and correct.

[Name of claimant/preparer]

[Address]

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 33-36

Letter to Financial Institution

[Notice of Levy]

[Date]

To: [name and address of financial institution]

Re: Notice of Levy

Obligor: [name of obligor]

Obligor's Social Security number: [number]

[Cause number and style of case]

[Salutation]

I represent the claimant, [name of claimant].

On [date of notice of lien], I sent you a Notice of Lien instructing you to hold funds subject to the lien for the payment of child support.

The enclosed Notice of Levy is filed with your financial institution pursuant to section 157.327 of the Texas Family Code.

Any questions by Obligor concerning this levy should be directed to me.

Your prompt attention to this matter is most appreciated. If you have any questions, please contact me.

[Name of attorney]

Enc.: Notice of Levy

Form 33-37

An unsworn declaration may be used in place of an affidavit. See section 8.58 of the practice notes and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Homestead Affidavit as Release of Child Support Lien

[Name of affiant], Affiant, appeared in person before me today and stated under oath:

“My name is **[name of affiant]**. I own the following described land (“Land”): **[description of homestead property]**.

“This affidavit is made for the purpose of effecting a release of the child support lien recorded in **[recording information of child support lien]** (“Child Support Lien”) as to the Land.

“The Land includes as its purpose use for a home for Affiant and is the homestead of Affiant, as defined in section 41.002 of the Texas Property Code. The Land does not exceed—

1. ten acres of land, if used for the purposes of an urban home or as both an urban home and a place to exercise a calling or business, or
2. two hundred acres for a family or 100 acres for a single, adult person not otherwise entitled to a homestead, if used for the purposes of a rural home.

“Attached to this affidavit is evidence that—

1. Affiant sent a letter and a copy of this affidavit, without attachments and before execution of the affidavit, notifying the claimant in the Child Support Lien of this affidavit and Affiant's intent to file for record this affidavit, and
2. the letter and this affidavit were sent by registered or certified mail, return receipt requested, thirty or more days before this affidavit was filed to the claimant in the Child Support Lien at the claimant's last known address.

"This affidavit serves as a release of the Child Support Lien as to the Land in accordance with section 157.3171 of the Texas Family Code."

[Name of affiant]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 33-38

An unsworn declaration may be used in place of an affidavit. See section 8.58 of the practice notes and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit Contradicting Homestead Affidavit as Release of Child Support Lien

[Name of affiant] appeared in person before me today and stated under oath:

“My name is **[name of affiant]**. I am the claimant in the child support lien filed on **[date]** in the county judgments records of this county (“Child Support Lien”).

“This affidavit is made for the purpose of contradicting the Homestead Affidavit as Release of Child Support Lien of **[name of obligor]** seeking to effect a release of the Child Support Lien as to the following described land (“Land”).

Select one of the following.

“The homestead affidavit filed by **[name of obligor]** is untrue.”

Or

“The Child Support Lien should attach to the Land because **[specify]**.”

Or

“**[Name of obligor]** did not send a letter and a copy of **[name of obligor]**’s homestead affidavit, without attachments and before execution of the affidavit, to me notifying me of the homestead affidavit and **[name of obligor]**’s intent to file for record the homestead affidavit.”

Continue with the following.

[Name of affiant]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 33-39

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Release of Child Support Lien

To: **[name and address of obligor or attorney]**

All child support due, together with costs and reasonable attorney's fees relating to the child support lien described below **[include if applicable: and all title IV-D service fees for which Obligor is responsible]**, have been paid in full. This release constitutes a complete release of any claim I may have under that child support lien.

Obligor: **[name of obligor]**

Address:

Birth date:

Driver's license number:

Social Security number:

Obligee: **[name of obligee]**

Social Security number:

Date of child support lien being released:

I swear that the above facts are true and correct.

[Name of claimant/preparer]

[Address]

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 33-40

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Partial Release of Child Support Lien

To: **[name and address of person in possession of released property]**

And to: **[name and address of obligor or attorney]**

Under section 157.319(a)(1) of the Texas Family Code, you are authorized and directed to release to the obligor or [his/her] designee the property described below. This release constitutes a complete release of any claim with respect to that property I may have against you under section 157.324 of the Texas Family Code.

Obligor: **[name of obligor]**

Address:

Birth date:

Driver's license number:

Social Security number:

Obligee: **[name of obligee]**

Social Security number:

Property to which this release applies: **[describe property]**

This partial release of lien does not constitute a release of any portion of the child support arrearages not otherwise satisfied and does not constitute a release of the obligor's property in the hands of any person other than **[name of person in possession of released property]**.

The arrearages are payable to **[name, address]**.

I swear that the above facts are true and correct.

[Name of claimant/preparer]

[Address]

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

Forms 33-41 through 33-50 are reserved.

Form 33-51

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Petition for Suspension of License for Failure to [Pay Child Support/
Comply with Subpoena]**

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This Petition for Suspension of License for Failure to [Pay Child Support/Comply with Subpoena] is brought by [**name of petitioner**]. Petitioner is the obligee. [The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

[**Name of respondent**], Respondent, whose Social Security number is [**number**], is the obligor. Respondent should be served [**include if applicable: at [address, city, state, zip code]**].

4. The child[ren] the subject of this suit [is/are]:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

5. This court has continuing, exclusive jurisdiction of the parties as a result of prior proceedings.

6. Respondent, **[name of respondent]**, is believed to hold a license issued by **[name of licensing agency]**.

Repeat above information for each additional license.

7. On **[date]** in Cause No. **[number]**, styled “**[style of case]**,” the Court signed an order that appears in the minutes of this Court and states in relevant part as follows: **[quote exact language of support order]**. A copy of the court order is attached to this petition as Exhibit **[exhibit number/letter]**. Respondent has disobeyed the order by failing to pay the total amount of child support when due. The total amount of overdue child support owed by Respondent, **[name of respondent]**, to date is \$**[amount]**. A copy of the record of child support payments maintained by **[name of child support agency]** is attached to this petition. This overdue child support amount is equal to or greater than the total support due for three months under the support order. Respondent has been provided with an opportunity to make payments toward the overdue child support under a court-ordered or agreed repayment schedule, and Respondent has failed to comply with the repayment schedule.

Or

7. On **[date]** in Cause No. **[number]**, styled “**[style of case]**,” a proceeding involving **[child support/determination of parentage]**, the Court issued a subpoena directing Respondent to **[specify requirements of subpoena]**. Respondent received appropriate notice of the subpoena by **[specify details of notice]**. Respondent has failed to comply with the subpoena. A copy of the subpoena and a copy of proof of service are attached to this petition as Exhibits **[exhibit numbers/letters]**.

8. The suspension of **[name of respondent]**'s license[s] is required under section 232.003 of the Texas Family Code.

9. It was necessary to secure the services of **[name of attorney]**, a licensed attorney, to enforce and protect the rights of **[name of petitioner]** and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

Petitioner prays that citation and notice issue as required by law.

Petitioner prays that the Court enter an order suspending every license specified herein, prohibiting Respondent from engaging in the licensed [activity/activities], for attorney's fees and other costs, and for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach the exhibit(s) containing a copy of the relevant portion(s) of the child support order or of the subpoena and proof of service.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 33-52**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Filing of Petition for Suspension of License

To: **[name of respondent]**

YOU HAVE A RIGHT TO A HEARING BEFORE THE COURT. THE DEADLINE FOR REQUESTING A HEARING IS THE 20TH DAY AFTER THE DATE OF SERVICE OF THIS NOTICE.

AN ACTION TO SUSPEND ONE OR MORE LICENSES ISSUED TO YOU HAS BEEN FILED AS PROVIDED BY CHAPTER 232, TEXAS FAMILY CODE. YOU MAY EMPLOY AN ATTORNEY TO REPRESENT YOU IN THIS ACTION. IF YOU OR YOUR ATTORNEY DO NOT REQUEST A HEARING BEFORE THE 21ST DAY AFTER THE DATE OF SERVICE OF THIS NOTICE, AN ORDER SUSPENDING YOUR LICENSE MAY BE RENDERED.

Clerk of the **[designation]** Court of **[county]**
County, Texas

By: _____
Deputy

Form 33-53

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Respondent's Original Answer to Petition for Suspension of License,
Request for Hearing, and Motion to Stay Suspension Pending
Hearing**

This Answer to Petition for Suspension of License, Request for Hearing, and Motion to Stay Suspension Pending Hearing is brought by **[name of respondent]**, Respondent. [The last three numbers of Respondent's driver's license number are **[numbers]**.]/Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are **[numbers]**.]/Respondent has not been issued a Social Security number.]

1. On **[date]** a Petition for Suspension of License for Failure to [Pay Child Support/ Comply with Subpoena] was filed by **[name of petitioner]**, Petitioner.

Include **2.** if applicable.

2. Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. On **[date]** all child support owing and due, including the current month's child support, was paid by Respondent, **[name of respondent]**, to **[name of child support agency]**.

Or

3. Respondent is in compliance with a reasonable repayment schedule.

Or

3. Respondent is in compliance with the subpoena.

Or

3. Respondent has good cause for failure to comply with the subpoena, as follows:
[specify good cause].

Or

3. Respondent:
- a. lacked the ability to provide support in the amount ordered;
 - b. lacked property that could be sold, mortgaged, or otherwise pledged to raise the funds needed;
 - c. attempted unsuccessfully to borrow the funds needed; and
 - d. knew of no source from which the money could have been borrowed or legally obtained.
4. Respondent, [name of respondent], requests a stay of the suspension of [type of license] license and a hearing.

Respondent prays that the Court grant a stay of suspension of [type of license] license and order a hearing on the suspension.

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for Respondent

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18 .

Form 33-54

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Stay of Suspension of License and Notice of Hearing on
Suspension of License**

Respondent's Answer to Petition for Suspension of License, Request for Hearing, and Motion to Stay Suspension Pending Hearing was presented to the Court today.

The Court, after examining the pleadings of **[name of respondent]**, Respondent, finds that Respondent is entitled to a stay of suspension of **[type of license]** license.

IT IS THEREFORE ORDERED that suspension of Respondent's **[type of license]** license is hereby STAYED pending hearing.

IT IS FURTHER ORDERED that hearing on the suspension of Respondent's **[type of license]** license is set for _____ at _____ .M. in **[designation and location of court]**.

The purpose of the hearing is to determine whether the suspension of Respondent's **[type of license]** license requested by Petitioner should be granted.

SIGNED on _____.

JUDGE PRESIDING

Form 33-55

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Suspending License [and Stay of Suspension]

On [date] the Court heard the Petition for Suspension of License for Failure to [Pay Child Support/Comply with Subpoena] of [name of petitioner], Petitioner.

Appearances

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

Respondent, [name of respondent],

Select one of the following.

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

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

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings for Suspension of License

The Court finds that on [**date**] Respondent was ordered to make periodic payments of child support in an order in Cause No. [**number**], styled “[**style of case**],” that appears in the minutes of this Court [and states in relevant part as follows: [**quote exact language of child support order**]/, the relevant portion[s] of which [is/are] attached as Exhibit [**exhibit number/letter**]]. The Court further finds that Respondent has failed to comply with the provisions of the order. The Court further finds that Respondent owes overdue child support of \$[**amount**] for a period through [**date**], which the Court finds to be equal to or greater than the support due for three months under the support order. The Court further finds that Respondent has been given an opportunity to make payments toward the overdue child support under a court-ordered or agreed repayment schedule and has failed to comply with the repayment schedule. [**Include if partial payment was made before hearing:** The Court further finds that, during the pendency of this proceeding, Respondent has made a partial payment in the amount of \$[**amount not less than \$200**].]

Or

The Court finds that on **[date]**, in a subpoena issued in Cause No. **[number]**, styled “**[style of case]**,” a proceeding involving [child support/determination of parentage], Respondent was ordered to **[specify requirements of subpoena]**. The Court further finds that Respondent has failed to comply with the subpoena and has not shown good cause for [his/her] failure to comply.

Relief Granted

IT IS THEREFORE ORDERED that the license[s] issued to Respondent by the following licensing [authority/authorities] [is/are] suspended: **[list name of each agency issuing a license]**.

Select one of the following.

Stay of Suspension

IT IS ORDERED that the suspension of Respondent’s license[s] is STAYED on the following terms and conditions: IT IS ORDERED **[incorporate specific terms of reasonable repayment schedule or of reissued and delivered subpoena]** **[include if partial payment was not made before hearing]**; and that Respondent pay \$**[amount not less than \$200]** by **[specify date and time]**].

Or

Suspension

IT IS ORDERED that the clerk of this Court forward this order suspending license to [the/each] appropriate licensing authority. Respondent is ORDERED not to engage in the licensed [activity/activities].

Continue with the following.

Attorney's Fees and Costs

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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 that costs of court of **[number]** dollars (\$**[amount]**) are taxed against **[name of respondent]**, and **[name of respondent]** is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Petitioner/Petitioner's attorney], at **[address]** on or before **[time]** on **[date]**.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the child support order.

Form 33-56

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Revoke Stay of Suspension of License and Order to Appear

This Motion to Revoke Stay of Suspension of License is brought by **[name of movant]**, Movant. Movant requests the Court to revoke the stay of suspension of the license[s] of Respondent, **[name of respondent]**, previously suspended by this Court. Respondent, **[name of respondent]**, should be served with process **[include if applicable: at [address, city, state, zip code]]**. In support, Movant shows:

1. On **[date]** this Court signed an order that appears in the minutes of this Court [and states in relevant part as follows: **[quote portions of order]**], the relevant portion[s] of which [is/are] attached as Exhibit **[exhibit number/letter]**. In that order [each of] the following license[s] issued to Respondent by the indicated licensing agency was suspended: **[list name of each agency issuing a license]**.

2. The issuance of the order suspending license to [the/each] licensing agency was then ordered stayed conditioned on the following: **[list specific findings by court and conditions for staying suspension]**.

3. Respondent has failed to comply with the terms and conditions of the stay of suspension of the license[s] as follows: **[state specifically how respondent has failed to comply with repayment plan or reissued subpoena]**.

Movant requests that the previous stay of suspension of Respondent's license[s] be revoked and that this Court render a final order suspending Respondent's license[s].

4. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the rights of [**name of movant**] and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

5. Movant prays that citation and notice issue as required by law and that the Court on hearing revoke the stay of suspension of Respondent's license[s] and render an order suspending [the/each] license specified herein. Movant prays that Respondent be prohibited from engaging in the licensed [activity/activities]. Movant further prays for attorney's fees, expenses, costs, and interest.

[**Name**]
 Attorney for Movant
 State Bar No.:
 [**E-mail address**]
 [**Address**]
 [**Telephone**]
 [**Fax**]

Order to Appear

Respondent is ORDERED to appear before this Court on _____
 at _____ .M. and respond to this Motion to Revoke Stay of Suspension of
 Respondent's license[s].

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order suspending the license(s).

Form 33-57

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Revoke Stay of Suspension

On **[date]** the Court heard the Motion to Revoke Stay of Suspension of License for Failure to **[Pay Child Support/Comply with Subpoena]** of **[name of movant]**, Movant.

Appearances

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

Respondent, **[name of respondent]**,

Select one of the following.

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

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

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings for Suspension of License

On [**date**] Respondent was ordered to perform the following terms and conditions for stay of suspension of Respondent's license[s]: [**list specific terms and conditions**].

The Court finds that Respondent has failed to comply with the terms and conditions as follows: [**describe the respondent's failure to comply with the repayment plan or reissued subpoena**].

Relief Granted

IT IS THEREFORE ORDERED that the license[s] issued to Respondent by the following licensing [authority/authorities] [is/are] suspended: [**list name of each agency issuing a license**].

IT IS ORDERED that the clerk of this Court forward this order suspending license to [the/each] appropriate licensing authority. Respondent is ORDERED not to engage in the licensed [activity/activities].

Attorney's Fees and Costs

IT IS ORDERED that judgment is awarded to [name of attorney] in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs, with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [name of respondent], Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to [name of attorney] at [address] on or before [time] on [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 that costs of court of [number] dollars (\$[amount]) are taxed against [name of respondent], and [name of respondent] is ORDERED to pay those costs, by cash, cashier's check, or money order, to [name], [the District Clerk of [county] County, Texas/Movant/Movant's attorney], at [address] on or before [time] on [date].

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Form 33-58

This form should be used when circumstances change after a license has been previously suspended.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to [Vacate/Stay] Order Suspending License

This Motion to [Vacate/Stay] Order Suspending License is brought by Movant, [**name of obligor**], who shows in support:

1. On [**date**] the Court rendered an Order Suspending License, in which the Court suspended Movant's [**type of license**] license.

2. Movant has [paid all delinquent child support/established a satisfactory payment record/complied with the requirements of the reissued subpoena].

Or

2. Good cause exists for [vacating/staying] the Order Suspending License previously rendered by this Court, as follows: [**specify good cause**].

3. Movant requests that the Court [vacate/stay] the Order Suspending License previously rendered.

Movant prays that the Court grant this Motion to [Vacate/Stay] Order Suspending License.

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for Movant

Form 33-59

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]**Order [Vacating/Staying] Order Suspending License**

On [date] the Court heard Movant's Motion to [Vacate/Stay] Order Suspending License.

Appearances

Movant, [name of obligor],

Select one of the following.

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

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

appeared in person and announced ready for trial.

[Name]

Select one of the following.

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

appeared in person and announced ready for trial.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court finds that Movant, [**name of obligor**], has [paid all delinquent child support/established a satisfactory payment record of child support/complied with the reissued subpoena].

Or

The Court finds that good cause exists for [vacating/staying] the Order Suspending License previously rendered by this Court.

Orders

IT IS ORDERED that the order suspending the **[type of license]** license of Movant, **[name of obligor]**, rendered by this Court on **[date]** is [vacated/stayed until further order of this Court].

IT IS ORDERED that on receipt of this order **[name of licensing authority]** shall promptly issue a **[type of license]** license to Movant, **[name of obligor]**, if Movant is otherwise qualified for the license.

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Movant
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Forms 33-60 through 33-70 are reserved.

Form 33-71

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition to Enforce Foreign Judgment

This Petition to Enforce Foreign Judgment and the attached foreign judgment and affidavit are filed under the Uniform Enforcement of Foreign Judgments Act, chapter 35 of the Texas Civil Practice and Remedies Code, by **[name of petitioner]**, Petitioner. [The last three numbers of Petitioner's driver's license number are **[numbers]**.]/Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are **[numbers]**.]/Petitioner has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include **2.** if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. A properly authenticated copy of the **[describe judgment, decree, or order]** is attached as Exhibit **[exhibit number/letter]** and is entitled to full faith and credit.

4. The **[describe judgment, decree, or order]** is final and not subject to modification.

5. Respondent, **[name of respondent]**, has **[describe respondent's noncompliance]**, and Petitioner seeks enforcement.

Petitioner prays that this judgment of the [designations] Court of the state of [state] be accorded full faith and credit and have the same effect as a judgment of this Court.

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of an affidavit.
See form 8-27.

Supporting Affidavit

[Name of judgment creditor or attorney] appeared in person before me today and stated under oath:

“1. My name is [name]. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. [State basis for affiant’s personal knowledge of facts alleged.]

“2. The last known post office address of [name of judgment debtor] is [address].

“3. The address of [name of judgment creditor] is [address].

“4. The attorney for [name of judgment creditor] is [name and address of attorney].”

[Name]
[Attorney for Petitioner/Petitioner]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Mail notice of the filing of the judgment to the judgment debtor.
File proof of mailing notice with the clerk.

Attach authenticated copy of judgment, decree, or order to be
enforced.

For initial disclosures required by [Tex. R. Civ. P. 194](#)
(generally within thirty days after filing of the first
answer or general appearance), see form [5-18](#).

Form 33-72

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Petition to Enforce Foreign Judgment

On [date] the Court considered the Petition to Enforce Foreign Judgment under the Uniform Enforcement of Foreign Judgments Act, chapter 35 of the Texas Civil Practice and Remedies Code, of [name of petitioner], Petitioner, and grants the petition, decrees the foreign judgment shall have the same effect as a judgment of this Court, and ORDERS the clerk of this Court to treat the foreign judgment in the same manner as a judgment of this Court.

SIGNED on _____.

JUDGE PRESIDING

Form 33-73

Prove-Up Questions for Contempt Action

Q: Is your name **[name]**?

Q: I am handing you a document entitled Movant's Request for Relief Requested, which has been marked as Movant's Exhibit 1. Is that document a summary of the relief you are requesting in your petition for enforcement?

Q: [Were you divorced from **[name of respondent]** on or about **[date]**?/Were you a party to a suit establishing a child support order entered on or about **[date]**?]

Q: Your Honor, I now offer what has been marked as Movant's Exhibit 2, which is a certified copy of the order to be enforced.

COURT: ADMITTED.

Q: In the [decree of divorce/order] that was entered on that date, was **[name of respondent]** ordered to pay child support in the amount of \$**[amount]** per month, per child, for a total of \$**[amount]** per month?

Q: Is **[name of respondent]** in the courtroom?

Q: Can you please point to [him/her]?

Q: Your Honor, I would ask that the record reflect that my client has pointed to the person seated next to opposing counsel.

COURT: Let the record so reflect.

Q: Your Honor, I offer what has been marked as Movant's Exhibit 3, which is a certified copy of the child support record.

Q: Have there been any other payments made directly to you?

A: No, there have not.

Q: I will hand you what has been marked as Movant's Exhibit 4 and ask you if you can identify this document. Tell the court what it is.

A: This is a schedule that sets forth each date that the child support was due, whether a payment was paid, and, if so, in what amount and on what day. The column on the far right shows the cumulative total of all payments that **[name of respondent]** failed to pay.

Q: If I asked you questions about the amount and due date of each obligation and the amount and date of each payment, would your testimony be as reflected on the exhibit?

A: Yes, it would.

Q: Your Honor, we would offer Movant's Exhibit 4 as a summary of **[name]**'s testimony.

COURT: ADMITTED.

Q: Is it true that as of **[date]**, **[name of respondent]** owed \$**[amount]** in child support arrearages?

Q: Was it necessary for you to hire an attorney in order to collect the child support previously ordered by this court?

Q: And did you hire me and agree to pay a reasonable fee for my services in connection with this action?

Q: Are you asking the court to grant the relief you requested in Movant's Exhibit 1?

PASS THE WITNESS

Chapter 34

Enforcement—Possession and Access

Form 34-1	Motion for Clarification of Prior Order for Possession or Access	295
Form 34-2	Order on Motion for Clarification of Prior Order for Possession or Access	299
Form 34-3	Motion for Enforcement of Possession or Access and Order to Appear	303
Form 34-4	Notice by Mail under Section 157.065, Texas Family Code	309
Form 34-5	Answer to Motion for Enforcement of Possession or Access	310
Form 34-6	Order of Enforcement by Contempt and Suspension of Commitment (Possession or Access)	313
Form 34-7	Motion to Revoke Suspension of Commitment and Order to Appear	321
Form 34-8	Order Revoking Suspension and for Commitment to County Jail	325
Form 34-9	Order Holding Respondent in Contempt and for Commitment to County Jail (Possession or Access)	330
<i>[Forms 34-10 through 34-20 are reserved for expansion.]</i>		
Form 34-21	Motion for Security for Compliance with Order Granting Possession of and Access to Child	337
Form 34-22	Order for Security for Compliance with Order Granting Possession of and Access to Child	341
Form 34-23	Motion for Forfeiture of Security for Failure to Comply with Order Granting Possession of and Access to Child	346
Form 34-24	Order for Forfeiture of Security for Failure to Comply with Order Granting Possession of and Access to Child	350
<i>[Forms 34-25 through 34-30 are reserved for expansion.]</i>		
Form 34-31	Petition for Suspension of License for Failure to Comply with a Court Order Providing for Possession of or Access to Child	355
Form 34-32	Notice of Filing of Petition for Suspension of License	358
Form 34-33	Respondent's Original Answer to Petition for Suspension of License, Request for Hearing, and Motion to Stay Suspension Pending Hearing	359
Form 34-34	Stay of Suspension of License and Notice of Hearing on Suspension of License	361
Form 34-35	Order Suspending License [and Stay of Suspension]	362

CHAPTER CONTENTS

Form 34-36	Motion to Revoke Stay of Suspension of License and Order to Appear	366
Form 34-37	Order on Motion to Revoke Stay of Suspension	369
Form 34-38	Motion to [Vacate/Stay] Order Suspending License	372
Form 34-39	Order [Vacating/Staying] Order Suspending License	374

Form 34-1

A motion for clarification may not be used to change the substantive provisions of the underlying order, and any attempt to do so is unenforceable. [Tex. Fam. Code § 157.423](#). If an order needs substantive changes, a suit to modify under [Tex. Fam. Code ch. 156](#) should be filed.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Clarification of Prior Order for Possession or Access

This Motion for Clarification of Prior Order for Possession or Access is brought by **[name of movant]**, Movant, **[relationship or capacity]**. [The last three numbers of Movant's driver's license number are **[numbers]**.] / Movant has not been issued a driver's license. [The last three numbers of Movant's Social Security number are **[numbers]**.] / Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2 . if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. The child[ren] the subject of this suit are:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

4. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

Or

4. A motion to transfer under chapter 155 of the Texas Family Code has been filed with the Court simultaneously with this motion.

5. The parties entitled to notice are as follows:

- a. Respondent, **[name of respondent]**, who is [the sole managing/a joint managing/a possessory] conservator. [Process should be served **[include if applicable: at [address, city, state, zip code]]**./No service is necessary at this time.]

Include b. if applicable.

- b. **[Name]**, who is **[specify interest in the litigation]** and a party affected by the order sought to be enforced. [Process should be served **[include if applicable: at [address, city, state, zip code]]**./No service is necessary at this time.]

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] [this/the] Court signed an order that appears in the minutes of [this/the] Court and states in relevant part as follows: **[quote portions of order or decree to be clarified]**.

Or

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] [this/the] Court signed an order that appears in

the minutes of [this/the] Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

Movant was the [petitioner/respondent] and Respondent was the [respondent/petitioner] in the prior proceedings.

7. Movant believes that the quoted portions of the order may not be specific enough to be enforceable by contempt and requests that, if the Court so finds, the Court construe and clarify the terms of [its/the] prior order to make specific [specify the items that need clarification].

The following are examples:

the conditions under which [Respondent/Movant] is to surrender the child[ren] for holiday visitation.

that [name] is included in the term “a competent adult” who may be designated by Movant to pick up the child[ren] for visitation.

8. Movant requests that the Court specify in its clarifying order the duties imposed on Respondent and a reasonable time within which compliance will be required.

9. It was necessary to secure the services of [name of attorney], a licensed attorney, to protect the rights of [name of movant] and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney’s fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney’s own name. Movant requests postjudgment interest as allowed by law.

Movant prays that the Court grant the Motion for Clarification of Prior Order for Possession or Access, for attorney’s fees, expenses, costs, and interest, and for all further relief authorized by law.

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 34-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Clarification of Prior Order for Possession or Access

On **[date]** the Court considered the Motion for Clarification of Prior Order for Possession or Access of **[name of movant]**, Movant.

Appearances

Movant, **[name of movant]**, **[include if applicable: friend of the court,/[specify agency],]**

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and announced ready for trial.

If other parties were notified, include the following for each as applicable.

[Name], **[relationship or capacity]**,

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court finds that the prior order should be clarified as ordered below and that **[name[s]]** should be ordered to comply with the terms of this clarifying order by **[date]**, which

the Court specifically finds is a reasonable time for compliance, after which this clarifying order may be enforced by contempt.

Orders

IT IS ORDERED that **[specify]**.

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order and that *all* terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the prior order that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that **[name[s]]** shall comply with the terms of this clarifying order by **[date]**, after which the terms of this clarifying order may be enforced by contempt.

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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 that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, for which let execution issue if not paid.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Form 34-3

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Enforcement of Possession or Access and Order to Appear

This Motion for Enforcement of Possession or Access is brought by [**name of movant**], Movant, [**relationship or capacity**]. [The last three numbers of Movant's driver's license number are [**numbers**]./Movant has not been issued a driver's license.] [The last three numbers of Movant's Social Security number are [**numbers**]./Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [**If level 3, see form 5-1.**]

Include 2. if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. Movant is [the sole managing/a joint managing/a possessory] conservator.

4. The child[ren] the subject of this suit are:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

5. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

Or

5. A motion to transfer under chapter 155 of the Texas Family Code has been filed with the Court simultaneously with this motion.

6. The parties entitled to notice are as follows:

- a. Respondent, **[name of respondent]**, who is [the sole managing/a joint managing/a possessory] conservator.

Select method of service. Use of the second method is *not recommended*. If it is used, see the second instruction box at the end of this form.

Process should be served [**include if applicable:** at **[address, city, state, zip code]**].

Or

Respondent has been ordered under chapter 105 of the Texas Family Code to provide the clerk of the Court with a current mailing address. Respondent will be notified of this motion by the mailing of a copy of this motion and a notice of hearing by first-class mail to the address designated by Respondent on file with the clerk of the Court.

Include the following if applicable.

- b. **[Name]**, who is **[specify interest in the litigation]** and a party affected by the order sought to be enforced.

Select method of service as above if applicable.

7. On [date] [include if applicable: , in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County,) [this/the] Court signed an order that appears in the minutes of [this/the] Court and states in relevant part as follows:

Quote exact language of order to be enforced.

For example:

IT IS ORDERED that Jane Smith surrender the minor children to John Smith at her residence at 6:00 P.M. on the first, third, and fifth Friday of each month, beginning January 3, 2020.

Or

7. On [date] [include if applicable: , in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County,) [this/the] Court signed an order that appears in the minutes of [this/the] Court, the relevant portions of which are attached as Exhibit [exhibit number/letter].

Continue with the following.

Movant was the [petitioner/respondent] and Respondent was the [respondent/petitioner] in the prior proceedings.

8. Respondent has failed to comply with the order described above as follows:

List each specific failure to comply by respondent in detail, including the date, place, and, if applicable, time of each occasion on which respondent has not complied.

For example:

Violation 1. On Friday, March 20, 2020, Jane Smith failed to surrender the minor children to John Smith at 6:00 P.M. at her residence.

9. Movant requests that for each violation alleged above, Respondent be held in contempt, jailed for up to 180 days, and fined up to \$500, and that each period of confinement run and be satisfied [concurrently/consecutively].

If each period of confinement assessed is to run and be satisfied consecutively, confinement may not exceed a cumulative total of eighteen months for three or more periods of confinement arising out of the same matter. [Tex. Gov't Code § 21.002\(h\)](#). If the total of requested jail time is more than six months the respondent is entitled to a jury.

Include [10](#). if civil contempt is sought.

10. Movant requests that after Respondent serves [his/her] sentence for criminal contempt, Respondent be confined in the county jail for a period not to exceed eighteen months (total for civil and criminal contempt) or until Respondent complies with the order of the Court, whichever comes first.

The total sentence for civil and criminal contempt combined is limited to eighteen months. [Tex. Gov't Code § 21.002\(h\)](#). In a civil contempt, the respondent is not entitled to a jury, because the respondent may obtain release at any time by complying with the order.

11. Movant requests that Respondent be placed on community supervision for ten years on release from jail or suspension of commitment.

12. On two or more occasions, Respondent has failed to comply with the order of the Court by failing to surrender the child[ren] to [name] as ordered. Movant requests that the Court order a bond or security for compliance with the Court's order granting possession of or access to the child[ren].

13. Movant requests that the Court order additional periods of [possession/access] for Movant to compensate for those periods denied by Respondent.

14. Movant requests that, if the Court finds that any part of the order sought to be enforced is not specific enough to be enforced by contempt, the Court enter a clarifying order more clearly specifying the duties imposed on Respondent and giving Respondent a reasonable time within which to comply.

15. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the rights of [**name of movant**] and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. [**Include if applicable:** Enforcement of the order is necessary to ensure the child[ren]'s physical or emotional health or welfare. The attorney's fees and costs should be enforced by any means available for the enforcement of child support, including contempt but not including income withholding.] Movant requests postjudgment interest as allowed by law.

Movant prays that Respondent be held in contempt and punished as requested, that the Court order community supervision, that the Court order a bond or security, that the Court clarify any part of its prior order found not to be specific enough to be enforced by contempt, for attorney's fees, expenses, costs, and interest, and for all further relief authorized by law.

[**Name**]
Attorney for Movant
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Order to Appear

Respondent, [**name of respondent**], is ORDERED to appear and respond to this Motion for Enforcement in [**designation and location of court**] on _____ at _____ .M. The purpose of this hearing is to determine whether the relief requested in this motion should be granted.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

It is *not recommended* that the first-class mail notice available under [Tex. Fam. Code § 157.065](#) be used. If notice by mail is desired, use form [34-4](#). Notice by first-class mail is available *only* if the party has been ordered to provide information under [Tex. Fam. Code ch. 105](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

For contempt order based on this motion, see forms [34-6](#) and [34-9](#). For order for bond or security, see form [34-22](#).

Form 34-4

Notice by Mail under Section 157.065, Texas Family Code

To: **[name and address of respondent]**

A hearing on the attached or enclosed Motion for Enforcement of Possession or Access has been scheduled in **[designation and location of court]** at **[time]** on **[date]**.

Certificate of Service

I, **[typed or printed name of person sending the notice]**, certify that a copy of the Motion for Enforcement of Possession or Access together with the foregoing notice was mailed to **[name of respondent]**, Respondent, by first-class mail to the last address on file with the clerk of the court, on **[date]**.

[Title, e.g., Clerk of Court,
Movant's Attorney, Movant]

Form 34-5

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Answer to Motion for Enforcement of Possession or Access

This Answer to Motion for Enforcement of Possession or Access is filed by [**name of respondent**], Respondent. [The last three numbers of Respondent's driver's license number are [**numbers**]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [**numbers**]./Respondent has not been issued a Social Security number.]

Include 1. if applicable.

1. Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

Include 2.–7. as applicable.

2. Respondent denies the allegations of the Motion for Enforcement of Possession or Access.

3. The order sought to be enforced by Movant is incapable of enforcement, in that it is ambiguous and is not clear and specific enough in its terms that Respondent knows what duties or obligations are required.

4. Respondent has had insufficient notice of the hearing set on Movant's Motion for Enforcement of Possession or Access and has had insufficient time to prepare to respond to the motion. In the interest of justice, hearing on Movant's motion should be delayed and reset.

5. Movant's Motion for Enforcement of Possession or Access is barred by the statutes of limitations.

6. [Movant/[Name]] voluntarily relinquished the actual care, control, and possession of the child[ren] for the time encompassed by court-ordered periods of possession of and access to the child[ren] alleged to have been interfered with.

7. Contrary to the allegations of the Motion for Enforcement of Possession or Access, **[specifically describe acts of compliance with order]**.

Continue with the following.

Respondent prays that the Court deny Movant's Motion for Enforcement of Possession or Access and that Respondent recover all attorney's fees, expenses, and costs incurred.

[Name]
 Attorney for Respondent
 State Bar No.:
 [E-mail address]
 [Address]
 [Telephone]
 [Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for Respondent

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 34-6

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order of Enforcement by Contempt and Suspension of
Commitment (Possession or Access)**

On [date] the Court heard Movant's Motion for Enforcement of Possession or Access.

Appearances

Movant, [name of movant], [include if applicable: friend of the court,/[specify agency],]

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

If other parties were notified, include the following for each as applicable.

[Name], [relationship or capacity],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Jury

The Court having found Respondent not entitled to a jury, all questions of fact and of law were submitted to the Court.

Or

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

Or

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

Include the following paragraphs if part of prior order is clarified.

Clarification of Prior Order

The Court finds that certain terms of the prior order of the Court are not specific enough to be enforced by contempt, that the prior order should be clarified, and that Respondent should be ordered to comply with the terms of the clarifying order no later than **[date]**, which the Court specifically finds is a reasonable time for compliance.

IT IS ORDERED that the prior order of the Court is clarified as follows:

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order and that *all* terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the prior order that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that Respondent shall comply with the terms of the prior order that are clarified in this order no later than **[date]**, after which these clarifying orders may be enforced by contempt.

Continue with the following.

Findings

The Court finds that Respondent is guilty of separate violations of the order signed on **[date]** **[include if applicable: in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County]** that appears in the minutes of **[this/the]** Court and states in relevant part as follows: **[quote the exact language of the order to be enforced]**.

Or

The Court finds that Respondent is guilty of separate violations of the order signed on **[date]** **[include if applicable: in Cause No. [number], styled “[style of case],” in the [designa-**

tion] Court of [county] County] that appears in the minutes of [this/the] Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

The Court further finds that Respondent has failed to comply with and has violated the provisions of the order as follows:

List each specific failure to comply by respondent in detail, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

Violation 1. Respondent failed to comply with the order by failing to surrender the children to Movant at 6:00 P.M. on March 20, 2020, at Respondent's residence, although Respondent was able to comply at that time.

The Court specifically finds that Respondent is in contempt for each separate violation enumerated above.

Include the following paragraph if civil contempt is to be assessed.

The Court further finds that on the day of this hearing Respondent had the ability to comply with the prior order of the Court.

Continue with the following.

The Court further finds that attorney's fees and costs of \$[amount] should be assessed against Respondent.

Relief Granted

IT IS ADJUDGED that Respondent, [name of respondent], is in contempt for each separate violation enumerated above.

Include the following provisions for criminal contempt, for civil contempt, or for both criminal and civil contempt, as applicable.

Criminal Contempt

IT IS ORDERED that punishment for each separate violation is assessed at a fine of [number] dollars (\$[amount]) and confinement in the county jail of [county] County, Texas, for a period of [specify].

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of [county] County, Texas, for a period of [specify] for each separate violation enumerated above.

IT IS ORDERED that each period of confinement assessed in this order shall run and be satisfied [concurrently/consecutively, not to exceed a cumulative total of [number] [days/months]].

If each period of confinement assessed is to run and be satisfied consecutively, confinement may not exceed a cumulative total of eighteen months for three or more periods of confinement arising out of the same matter. [Tex. Gov't Code § 21.002\(h\)](#).

And/Or

Civil Contempt

IT IS ORDERED that Respondent, [name of respondent], shall [be/thereafter be further] confined in the county jail of [county] County, Texas, for a period not to exceed eighteen months [include if applicable: , including time served for criminal contempt,] or until Respondent has complied with the following orders, whichever occurs first. IT IS ORDERED that Respondent [enumerate and describe each specific act required of the respondent, in separate items and in detail].

The total sentence for civil and criminal contempt combined is limited to eighteen months. [Tex. Gov't Code § 21.002\(h\)](#).

Include the following if applicable.

Additional Periods of [Possession/Access]

IT IS FURTHER ORDERED that Movant shall have additional periods of [possession/access] to compensate for the periods of [possession/access] denied as follows: **[specify additional periods of possession or access]**.

Continue with the following.

Suspension of Commitment [and Community Supervision]

IT IS FURTHER ORDERED that commitment is suspended **[include if applicable: and Respondent placed on community supervision for a period of [time on community supervision]]** on the following terms and conditions:

1. **[Enumerate and describe each specific act required of the contemner, in separate paragraphs and in detail, including (as applicable) the date, time, and place of each required act. Make certain that the enumerated acts are written in command language.]**

2. IT IS ORDERED that Respondent pay **[number]** dollars (\$**[amount]**), taxed as costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Movant/Movant's attorney], at **[address]** by **[time]** on **[date]**.

3. IT IS ORDERED that Respondent pay, by cash, cashier's check, or money order, as attorney's fees, expenses, and costs, **[number]** dollars (\$**[amount]**) to **[name]** at **[address]** by **[time]** on **[date]**. The attorney may enforce this order for attorney's fees, expenses, and costs in the attorney's own name.

Include [4.-9.](#) as applicable.

4. IT IS ORDERED that Respondent report to the community supervision officer as follows: **[specify times and other conditions]**.

5. IT IS ORDERED that Respondent permit the community supervision officer to visit Respondent at Respondent's home or elsewhere as follows: **[specify times and other conditions]**.

6. IT IS ORDERED that Respondent obtain counseling on **[specify subjects of counseling, e.g., financial planning, budget management, conflict resolution, parenting skills, alcohol abuse, drug abuse [specify any other matters]]** as follows: **[specify conditions of counseling]**.

7. IT IS ORDERED that Respondent pay a community supervision fee of **[number]** dollars (\$**[amount]**), by cash, cashier's check, or money order, to the Court through **[name of agency]** during the community supervision period beginning **[date]** and on every **[day of week]** thereafter until the period of community supervision is over.

8. IT IS ORDERED that Respondent seek employment assistance services offered by the Texas Workforce Commission under section 302.0035 of the Texas Labor Code.

9. IT IS ORDERED that Respondent participate in the following services to alleviate conditions that prevented Respondent from obeying the court's order: **[specify services and conditions of participation]**.

Attorney's Fees

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by

cash, cashier's check, or money order, directly to [name of attorney] at [address] on or before [time] on [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.

[Include if applicable: The Court finds that enforcement of the order is necessary to ensure the child[ren]'s physical or emotional health or welfare. IT IS THEREFORE ORDERED that the attorney's fees and costs awarded herein may be enforced by any means available for the enforcement of child support, including contempt but not including income withholding.] Any amounts paid under paragraph 3. above shall be credited against this judgment.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For a motion to revoke suspension of commitment, see form 34-7.

Form 34-7

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Revoke Suspension of Commitment and Order to Appear

This Motion to Revoke Suspension of Commitment is brought by **[name of movant]**, Movant, who requests the Court to revoke the suspension of a commitment previously ordered by this Court. Respondent is **[name of respondent]**, who should be served with process **[include if applicable: at [address, city, state, zip code]]**. In support, Movant shows:

1. On **[date]** this Court signed an order that appears in the minutes of this Court in which Respondent was found to be in contempt of this Court. That order states in relevant part as follows: **[quote exact language of the order that the respondent has disobeyed]**.

Or

1. On **[date]** this Court signed an order that appears in the minutes of this Court in which Respondent was found to be in contempt of this Court. The relevant portion[s] of the order [is/are] attached as Exhibit **[exhibit number/letter]**.

2. Respondent has failed to comply with the terms and conditions of suspension as follows:

List each specific act, in separate paragraphs and in detail, by which the respondent has failed to comply with the terms and conditions of suspension, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

- a. Respondent failed to surrender the children on March 20, 2020, at 6:00 P.M. at [location].
- b. Respondent failed to report to the community supervision officer on April 24, 2020.
- c. Respondent failed to pay the \$25 community supervision fee due on May 15, 2020.

Movant requests that the Court order Respondent's arrest by warrant and that Respondent be brought promptly before the Court after arrest.

Movant requests that the previous suspension of commitment be revoked and that Respondent be committed in accordance with the prior order.

Include 3. if applicable.

3. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

4. It was necessary to secure the services of [name of attorney], a licensed attorney, to enforce and protect the rights of [name of movant] and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. [Include if applicable: Enforcement of the order is necessary to ensure the child[ren]'s physical or emotional health or welfare. The attorney's fees and costs should be enforced by any means available for the enforcement of child support, including contempt but not including income withholding.] Movant requests postjudgment interest as allowed by law.

Movant requests that the suspension of commitment previously ordered be revoked and that Respondent be committed to the county jail in accordance with the prior order.

Movant prays for attorney's fees, expenses, costs, and interest and for all further relief authorized by law.

[Name]
Attorney for Movant
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

The undersigned states under oath: "I am Movant in the foregoing Motion to Revoke Suspension of Commitment. I have personal knowledge of the facts and allegations stated in it, and they are true and correct."

Movant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Order to Appear

Respondent, [name of respondent], is ORDERED to appear before this Court on _____ at _____ .M. and respond to this Motion to Revoke Suspension of Commitment. The purpose of this hearing is to determine whether Respondent has violated one or more terms or conditions of the prior suspension of commitment as alleged in this

Motion to Revoke Suspension of Commitment, whether a further attorney's fee and costs should be assessed against Respondent, and whether Respondent should be immediately confined in jail as assessed in the prior order.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For a revocation order based on this motion, see form [34-8](#).

Form 34-8

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Revoking Suspension and for Commitment to County Jail

On **[date]** the Court heard Movant's Motion to Revoke Suspension of Commitment.

Appearances

Movant, **[name of movant]**, **[include if applicable: friend of the Court,/[specify agency],]**

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

If other parties were notified, include the following for each as applicable.

[Name], **[relationship or capacity]**,

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Findings

The Court finds that Respondent has failed to comply with the terms and conditions of the order of this Court suspending commitment signed on **[date]** that appears in the minutes of this Court and states in relevant part as follows: **[quote exact language of the underlying order]**.

Or

The Court finds that Respondent has failed to comply with the terms and conditions of the order of this Court suspending commitment signed on [date] that appears in the minutes of this Court, the relevant portions of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

The Court further finds that Respondent failed to comply with the terms of the suspension of commitment as follows:

List each specific act, in separate paragraphs and in detail, by which the respondent has failed to comply with the terms and conditions of suspension, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

1. Respondent failed to surrender the children on March 20, 2020, at 6:00 P.M. at [location], although Respondent was able to comply at that time.
2. Respondent failed to report to the community supervision officer on April 24, 2020, although Respondent was able to comply at that time.
3. Respondent failed to pay the \$25 community supervision fee due on May 15, 2020, although Respondent was able to comply at that time.

Include the following if civil contempt punishment is to be assessed.

The Court further finds that at the time of this hearing Respondent is able to comply with the order by [specify].

Continue with the following.

The Court further finds that the suspension of commitment should be revoked.

The Court further finds that attorney's fees and costs of \$[amount] should be assessed against Respondent in this proceeding in addition to the attorney's fees and costs assessed in the order suspending commitment signed on [date] and referred to above.

Relief Granted

Revocation

IT IS ADJUDGED that Respondent has failed to comply with the terms and conditions of suspension of commitment as enumerated above. IT IS ORDERED that suspension of commitment of Respondent is revoked.

Attorney's Fees

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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. **[Include if applicable:** The Court finds that enforcement of the order is necessary to ensure the child~~ren~~'s physical or emotional health or welfare. IT IS THEREFORE ORDERED that the attorney's fees and costs awarded herein may be enforced by any means available for the enforcement of child support, including contempt but not including income withholding.]

Costs

IT IS ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, and **[name of respondent]**, Respondent, is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Movant/Movant's attorney], at **[address]** on or before **[time]** on **[date]**.

Commitment

IT IS ORDERED that Respondent, [**name of respondent**], is committed to the custody of the sheriff of [**county**] County, Texas, to be confined, as ordered by the order suspending commitment, until Respondent has [**quote exact language of the punishment assessed in the order suspending commitment**].

IT IS FURTHER ORDERED that the sheriff of [**county**] County shall take custody of Respondent and commit [him/her] to the [**county**] County jail to be confined in accordance with the judgment of contempt as set forth above.

Issuance of Process

IT IS ORDERED that all writs and other process necessary for the enforcement of this order be issued.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

If a separate writ of commitment is needed, see form [35-1](#).

Form 34-9

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Holding Respondent in Contempt and for Commitment to County Jail (Possession or Access)

On **[date]** the Court heard Movant's Motion for Enforcement of Possession or Access.

Appearances

Movant, **[name of movant]**, **[include if applicable: friend of the court,/[specify agency],]**

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

If other parties were notified, include the following for each as applicable.

[Name], **[relationship or capacity]**,

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Jury

The Court having found Respondent not entitled to a jury, all questions of fact and of law were submitted to the Court.

Or

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

Or

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

Include the following paragraphs if part of the prior order is clarified.

Clarification of Prior Order

The Court finds that certain terms of the prior order of the Court are not specific enough to be enforced by contempt, that the prior order should be clarified, and that Respondent should be ordered to comply with the terms of the clarifying order no later than **[date]**, which the Court specifically finds is a reasonable time for compliance.

IT IS ORDERED that the prior order of the Court is clarified as follows:

Set out in specific language the complete terms of the clarifying order. Be sure that the clarifying order does not substantively modify the prior order and that *all* terms necessary for an enforcement action are incorporated.

IT IS FURTHER ORDERED that all terms of the prior order that are not clarified in this order shall remain in full force and effect. IT IS FURTHER ORDERED that Respondent shall comply with the terms of the prior order that are clarified in this order no later than **[date]**, after which these clarifying orders may be enforced by contempt.

Continue with the following.

Findings

The Court finds that Respondent is guilty of separate violations of the order signed on **[date]** **[include if applicable: in Cause No. [number], styled “[style of case],” in the [designation] District Court of [county] County]** that appears in the minutes of **[this/the]** Court and states in relevant part as follows: **[quote the exact language of the order to be enforced]**.

Or

The Court finds that Respondent is guilty of separate violations of the order signed on [date] [include if applicable: in Cause No. [number], styled “[style of case],” in the [designation] District Court of [county] County] that appears in the minutes of [this/the] Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

The Court further finds that Respondent has failed to comply with and has violated the provisions of the order as follows:

List each specific failure to comply by the respondent in detail, including the date, place, and, if applicable, time of each separate failure to comply.

For example:

Violation 1. Respondent failed to comply with the order by failing to surrender the children to Movant at 6:00 P.M. on March 20, 2020, at Respondent’s residence, although Respondent was able to comply at that time.

The Court specifically finds that Respondent is in contempt for each separate violation enumerated above.

Include the following if civil contempt is to be assessed.

The Court further finds that on the day of this hearing Respondent had the ability to comply with the prior order of the Court.

Continue with the following.

The Court further finds that attorney’s fees and costs of \$[amount] should be assessed against Respondent.

Relief Granted

IT IS ADJUDGED that Respondent, [name of respondent], is in contempt for each separate violation enumerated above.

Include the following provisions for criminal contempt, for civil contempt, or for both criminal and civil contempt, as applicable.

Criminal Contempt

IT IS ORDERED that punishment for each separate violation is assessed at a fine of [number] dollars (\$[amount]) and confinement in the county jail of [county] County, Texas, for a period of [specify].

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of [county] County, Texas, for a period of [specify] for each separate violation enumerated above.

IT IS ORDERED that each period of confinement assessed in this order shall run and be satisfied [concurrently/consecutively, not to exceed a cumulative total of [number] [days/months]].

IT IS ORDERED that the sheriff of [county] County shall take custody of Respondent and commit [him/her] to the [county] County jail to serve the sentence for criminal contempt as set forth above.

If each period of confinement assessed is to run and be satisfied consecutively, confinement may not exceed a cumulative total of eighteen months for three or more periods of confinement arising out of the same matter. [Tex. Gov't Code § 21.002\(h\)](#).

And/Or

Civil Contempt

IT IS ORDERED that Respondent, [name of respondent], shall [be/thereafter be further] confined in the county jail of [county] County, Texas, for a period not to exceed eighteen months [include if applicable: , including time served for criminal contempt,] or until Respon-

dent has complied with the following orders, whichever occurs first. IT IS ORDERED that Respondent **[enumerate and describe each specific act required of the respondent, in separate items and in detail]**.

IT IS ORDERED that the sheriff of **[county]** County shall take custody of Respondent and commit **[him/her]** to the **[county]** County jail until **[he/she]** has purged **[himself/herself]** of **[his/her]** contempt pursuant to the terms set forth above.

The total sentence for civil and criminal contempt combined is limited to eighteen months. [Tex. Gov't Code § 21.002\(h\)](#).

Include the following if applicable.

Additional Periods of [Possession/Access]

IT IS FURTHER ORDERED that Movant shall have additional periods of **[possession/access]** to compensate for the periods of **[possession/access]** denied as follows: **[specify additional periods of possession or access]**.

Continue with the following.

Attorney's Fees

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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. **[Include if applicable: The Court finds that enforcement of the order is necessary to ensure the**

child[ren]’s physical or emotional health or welfare. IT IS THEREFORE ORDERED that the attorney’s fees and costs awarded herein may be enforced by any means available for the enforcement of child support, including contempt but not including income withholding.]

Costs

IT IS ORDERED that costs of court of [number] dollars (\$[amount]) are taxed against Respondent, and [name of respondent], Respondent, is ORDERED to pay those costs, by cash, cashier’s check, or money order, to [name], [the District Clerk of [county] County, Texas/Movant/Movant’s attorney], at [address] on or before [time] on [date].

Issuance of Process

IT IS ORDERED that all writs and other process necessary for the enforcement of this order be issued.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

If a separate writ of commitment is needed, see form [35-1](#). For forms for issuance of capias, see forms [35-2](#) and [35-3](#).

Forms 34-10 through 34-20 are reserved.

Form 34-21

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Motion for Security for Compliance with Order Granting
Possession of and Access to [a] Child[ren]**

This Motion for Security for Compliance with Order Granting Possession of and Access to [a] Child[ren] is brought by [name of movant], Movant, [relationship or capacity]. [The last three numbers of Movant's driver's license number are [numbers]./Movant has not been issued a driver's license.] [The last three numbers of Movant's Social Security number are [numbers]./Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. The child[ren] the subject of this suit [is/are]:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

4. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

Or

4. A motion to transfer under chapter 155 of the Texas Family Code has been filed with the Court simultaneously with this motion.

5. The parties entitled to notice are as follows:

- a. Respondent, **[name of respondent]**, who is [the sole managing/a joint managing/a possessory] conservator. [Process should be served **[include if applicable: at [address, city, state, zip code]]**./No service is necessary at this time.]

Include b. if applicable.

- b. **[Name]**, who is **[specify interest in the litigation]** and a party affected by the order sought to be enforced. [Process should be served **[include if applicable: at [address, city, state, zip code]]**./No service is necessary at this time.]

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that appears in the minutes of **[this/the]** Court and states in relevant part:

Quote the language of the order to be enforced.

For example:

IT IS ORDERED that Jane Smith surrender the minor children to John Smith at her residence at 6:00 P.M. on the first, third, and fifth Friday of each month, beginning January 6, 2020.

Or

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that appears in

the minutes of [this/the] Court, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter].

Continue with the following.

7. Respondent has failed to comply with the order by denying [name] possession or access on the following occasions:

List at least two specific failures to comply by the respondent.

For example:

Count 1.	Respondent failed to surrender the children at Respondent's address on March 6, 2020.
Count 2.	Respondent failed to surrender the children at Respondent's address on April 3, 2020.
Count 3.	Respondent failed to surrender the children at Respondent's address on April 17, 2020.

8. Movant requests that the Court order Respondent to execute a bond, subject to the Court's approval, or to deposit security with the Court of \$[amount], payable to [name], conditioned on Respondent's compliance with the Court's order permitting possession of or access to the child[ren].

9. It was necessary to secure the services of [name of attorney], a licensed attorney, to enforce and protect the rights of [name of movant] and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. [Include if applicable: Enforcement of the order is necessary to ensure the child[ren]'s physical or emotional health or welfare. The attorney's fees and costs should be enforced by any means available for the enforcement of child support, including contempt but not including income withholding.] Movant requests postjudgment interest as allowed by law.

Movant prays that the Court grant this Motion for Security for Compliance with Order Granting Possession of and Access to [a] Child[ren], for attorney's fees, expenses, costs, and interest, and for general relief.

[Name]

Attorney for Movant

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 34-22

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]**Order for Security for Compliance with Order Granting Possession
of and Access to [a] Child[ren]**

On **[date]** the Court heard Movant's Motion for Security for Compliance with Order Granting Possession of and Access to [a] Child[ren].

Appearances

Movant, **[name of movant]**, **[include if applicable: friend of the court,/[specify agency],]**

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and announced ready for trial.

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

failed to appear, although duly notified.

If other parties were notified, include the following for each as applicable.

[Name], [relationship or capacity],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court finds that on **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County,]** **[this/the]** Court signed an order that appears in the minutes of **[this/the]** Court **[and states in relevant part as follows: [quote the exact language of the order to be enforced]/, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter]].**

The Court further finds that Respondent has failed to comply with that order by denying possession or access on two or more occasions as follows:

List at least two specific failures to comply by respondent.

For example:

Count 1.	Respondent failed to surrender the children at Respondent's address on March 6, 2020.
Count 2.	Respondent failed to surrender the children at Respondent's address on April 3, 2020.
Count 3.	Respondent failed to surrender the children at Respondent's address on April 17, 2020.

The Court further finds that attorney's fees and costs of **[\$[amount]]** should be assessed against Respondent.

*Relief Granted**Security or Bond*

IT IS THEREFORE ORDERED that **[name of respondent]**, Respondent, **[post a cash or surety bond of [number] dollars (\$[amount]), payable to [name]/deposit with the Court [describe security]],** conditioned on Respondent's compliance with the order permitting possession of or access to the child[ren].

Attorney's Fees

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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. **[Include if applicable:** The Court finds that enforcement of the order is necessary to ensure the child~~ren~~'s physical or emotional health or welfare. IT IS THEREFORE ORDERED that the attorney's fees and costs awarded herein may be enforced by any means available for the enforcement of child support, including contempt but not including income withholding.]

Costs

IT IS ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, and **[name of respondent]**, Respondent, is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Movant/Movant's attorney], at **[address]** on or before **[time]** on **[date]**.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order.

Form 34-23

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Forfeiture of Security for Failure to Comply with Order Granting Possession of and Access to [a] Child[ren]

This Motion for Forfeiture of Security for Failure to Comply with Order Granting Possession of and Access to [a] Child[ren] is brought by [name of movant], Movant, [relationship or capacity]. [The last three numbers of Movant's driver's license number are [numbers]./Movant has not been issued a driver's license.] [The last three numbers of Movant's Social Security number are [numbers]./Movant has not been issued a Social Security number.]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

2. Movant objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. The child[ren] the subject of this suit [is/are]:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

4. This Court has continuing, exclusive jurisdiction of this case as a result of prior proceedings.

Or

4. A motion to transfer under chapter 155 of the Texas Family Code has been filed with the Court simultaneously with this motion.

5. The parties entitled to notice are as follows:

- a. Respondent, **[name of respondent]**, who is **[relationship or capacity]**. [Process should be served **[include if applicable: at [address, city, state, zip code]]**./No service is necessary at this time.]

Include b. if applicable.

- b. **[Name]**, who is [the person entitled to receive payments on behalf of the child[ren]/**[specify interest in the litigation]]** in the order sought to be enforced. [Process should be served **[include if applicable: at [address, city, state, zip code]]**./No service is necessary at this time.]

6. On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that appears in the minutes of **[this/the]** Court **[and states in relevant part as follows: [quote portions of order]]**/, the relevant portion[s] of which **[is/are]** attached as Exhibit **[exhibit number/letter]]**.

On **[date]** **[include if applicable: , in Cause No. [number], styled “[style of case],”** in the **[designation]** Court of **[county]** County,] **[this/the]** Court signed an order that appears in the minutes of **[this/the]** Court **[and states in relevant part as follows: [quote portions of order]]**/, the relevant portion[s] of which **[is/are]** attached as Exhibit **[exhibit number/letter]]**. Respondent was ordered to **[execute a bond/post security]**. Such **[bond/security]** was paid through the registry of the Court on **[date]**.

7. Respondent has violated the order granting possession and access by denying [name] possession or access on the following occasions:

List specific failures to comply by the respondent.

8. Movant requests that the Court order that the [bond/security] of Respondent be forfeited and further order the registry of the Court to pay the funds from the forfeited [bond/security] to Movant, including an amount to pay any attorney's fees and costs awarded to Movant.

9. It was necessary to secure the services of [name of attorney], a licensed attorney, to enforce and protect the rights of [name of movant] and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. [Include if applicable: Enforcement of the order is necessary to ensure the child[ren]'s physical or emotional health or welfare. The attorney's fees and costs should be enforced by any means available for the enforcement of child support, including contempt but not including income withholding.] Movant requests postjudgment interest as allowed by law.

Movant prays that the Court grant this Motion for Forfeiture of Security for Failure to Comply with Order Granting Possession of and Access to [a] Child[ren], for attorney's fees, expenses, costs, and interest, and for general relief.

[Name]
Attorney for Movant
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

If applicable, attach the exhibit(s) containing a copy (or copies) of the relevant portion(s) of the order(s).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 34-24

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order for Forfeiture of Security for Failure to Comply with Order
Granting Possession of and Access to [a] Child[ren]**

On [date] the Court heard Movant's Motion for Forfeiture of Security for Failure to Comply with Order Granting Possession of and Access to [a] Child[ren].

Appearances

Movant, [name of movant], [include if applicable: friend of the court,/[specify agency],]

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, [name of respondent],

Select one of the following.

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

appeared in person and announced ready for trial.

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

failed to appear, although duly notified.

If other parties were notified, include the following for each as applicable.

[Name], [relationship or capacity],

Select one of the following.

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

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

appeared in person and announced ready for trial.

failed to appear, although duly notified.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

On [date] [include if applicable: , in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County,) [this/the] Court signed an order that appears in the minutes of [this/the] Court [and states in relevant part as follows: [quote portions of order]/, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter]].

On [date] [include if applicable: , in Cause No. [number], styled “[style of case],” in the [designation] Court of [county] County,) [this/the] Court signed an order that appears in the minutes of [this/the] Court [and states in relevant part as follows: [quote portions of order]/, the relevant portion[s] of which [is/are] attached as Exhibit [exhibit number/letter]]. Respondent was ordered to [execute a bond/post security]. Such [bond/security] was paid through the registry of the Court on [date].

The Court further finds that Respondent has violated the order granting possession and access by denying [name] possession or access on the following occasions:

List specific failures to comply by the respondent.

The Court further finds that attorney’s fees and costs of \$[amount] should be assessed against Respondent.

*Relief Granted**Security or Bond*

IT IS THEREFORE ORDERED that the [bond/security] of Respondent be forfeited, and it is further ORDERED that the registry of the Court pay to Movant [number] dollars (\$[amount]), including [number] dollars (\$[amount]) for attorney’s fees and [number] dollars (\$[amount]) for costs awarded to Movant, from the forfeited [bond/security].

Attorney's Fees

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay **[full amount of fees awarded less amount ordered paid from security or bond]** dollars (\$**[amount]**), by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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. **[Include if applicable: The Court finds that enforcement of the order is necessary to ensure the child[ren]'s physical or emotional health or welfare. IT IS THEREFORE ORDERED that the attorney's fees and costs awarded herein may be enforced by any means available for the enforcement of child support, including contempt but not including income withholding.]**

Costs

IT IS ORDERED that costs of court of **[number]** dollars (\$**[amount]**) are taxed against Respondent, and **[name of respondent]**, Respondent, is ORDERED to pay **[full amount of costs awarded less amount ordered paid from security or bond]** dollars (\$**[amount]**), by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/ Movant/Movant's attorney], at **[address]** on or before **[time]** on **[date]**.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit(s) containing a copy (or copies) of the relevant portion(s) of the order(s).

Forms 34-25 through 34-30 are reserved.

Form 34-31**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Petition for Suspension of License for Failure to Comply with a
Court Order Providing for Possession of or Access to [a] Child[ren]**

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This Petition for Suspension of License for Failure to Comply with a Court Order Providing for Possession of or Access to [a] Child[ren] is brought by **[name of petitioner]**. [The last three numbers of Petitioner's driver's license number are **[numbers]**.]/Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are **[numbers]**.]/Petitioner has not been issued a Social Security number.]

[Name of respondent], Respondent, whose Social Security number is **[number]**, should be served **[include if applicable: at [address, city, state, zip code]]**.

4. The child[ren] the subject of this suit [is/are]:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

5. This Court has continuing, exclusive jurisdiction of the parties as a result of prior proceedings.

6. Respondent, **[name of respondent]**, is believed to hold a license issued by **[name of licensing agency]**.

Repeat above information for each additional license.

7. On **[date]** in Cause No. **[number]**, styled “**[style of case]**,” the Court signed an order that appears in the minutes of this Court and states in relevant part as follows: **[quote exact language of order providing for possession or access]**. A copy of the court order is attached to this petition as Exhibit **[exhibit number/letter]**.

8. On **[date]** in Cause No. **[number]**, styled “**[style of case]**,” an enforcement proceeding under chapter 157 of the Texas Family Code, the Court issued an enforcement order finding that Respondent had failed to comply with the terms of the court order described above. A copy of the order of enforcement is attached to this petition as Exhibit **[exhibit number/letter]**.

9. The suspension of **[name of respondent]**’s license[s] is required under section 232.003 of the Texas Family Code.

10. It was necessary to secure the services of **[name of attorney]**, a licensed attorney, to enforce and protect the rights of **[name of petitioner]** and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney’s fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney’s own name. Petitioner requests postjudgment interest as allowed by law.

Petitioner prays that citation and notice issue as required by law.

Petitioner prays that the Court enter an order suspending every license specified herein, prohibiting Respondent from engaging in the licensed [activity/activities], for attorney's fees and other costs, and for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach the exhibits containing a copy of the order providing for possession or access and a copy of the enforcement order.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 34-32**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Filing of Petition for Suspension of License

To: **[name of respondent]**

You have a right to a hearing before the Court. The deadline for requesting a hearing is the 20th day after the date of service of this notice.

AN ACTION TO SUSPEND ONE OR MORE LICENSES ISSUED TO YOU HAS BEEN FILED AS PROVIDED BY CHAPTER 232, TEXAS FAMILY CODE. YOU MAY EMPLOY AN ATTORNEY TO REPRESENT YOU IN THIS ACTION. IF YOU OR YOUR ATTORNEY DO NOT REQUEST A HEARING BEFORE THE 21ST DAY AFTER THE DATE OF SERVICE OF THIS NOTICE, AN ORDER SUSPENDING YOUR LICENSE MAY BE RENDERED.

Clerk of the **[designation]** Court of **[county]**
County, Texas

By: _____
Deputy

Form 34-33

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Respondent's Original Answer to Petition for Suspension of License,
Request for Hearing, and Motion to Stay Suspension Pending
Hearing**

This Answer to Petition for Suspension of License, Request for Hearing, and Motion to Stay Suspension Pending Hearing is brought by **[name of respondent]**, Respondent. [The last three numbers of Respondent's driver's license number are **[numbers]**.] Respondent has not been issued a driver's license. [The last three numbers of Respondent's Social Security number are **[numbers]**.] Respondent has not been issued a Social Security number.

1. On **[date]** a Petition for Suspension of License for Failure to Comply with a Court Order Providing for Possession of or Access to **[a] Child[ren]** was filed by **[name of petitioner]**, Petitioner.

Include 2. if applicable.

2. Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. Respondent has good cause for failure to comply with the terms of the court order providing for possession of or access to **[a] child[ren]**, as follows: **[specify good cause]**.

4. Respondent, **[name of respondent]**, requests a stay of the suspension of **[type of license]** license and a hearing.

Respondent prays that the Court grant a stay of suspension of **[type of license]** license and order a hearing on the suspension.

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for Respondent

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18 .

Form 34-34

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Stay of Suspension of License and Notice of Hearing on
Suspension of License**

Respondent's Answer to Petition for Suspension of License, Request for Hearing, and Motion to Stay Suspension Pending Hearing was presented to the Court today.

The Court, after examining the pleadings of **[name of respondent]**, Respondent, finds that Respondent is entitled to a stay of suspension of **[type of license]** license.

IT IS THEREFORE ORDERED that suspension of Respondent's **[type of license]** license is hereby STAYED pending hearing.

IT IS FURTHER ORDERED that hearing on the suspension of Respondent's **[type of license]** license is set for _____ at _____ .M. in **[designation and location of court]**.

The purpose of the hearing is to determine whether the suspension of Respondent's **[type of license]** license requested by Petitioner should be granted.

SIGNED on _____.

JUDGE PRESIDING

Form 34-35

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Suspending License [and Stay of Suspension]

On [date] the Court heard the Petition for Suspension of License for Failure to Comply with a Court Order Providing for Possession of or Access to [a] Child[ren] filed by [name of petitioner], Petitioner.

Appearances

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

Respondent, [name of respondent],

Select one of the following.

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

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

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings for Suspension of License

The Court finds that on [**date**], in an enforcement proceeding under chapter 157 of the Texas Family Code, Respondent was found to have failed to comply with the terms of a court order for possession of or access to [a] child[ren] in an order in Cause No. [**number**], styled “[**style of case**],” that appears in the minutes of this Court [and states in relevant part as follows: [**quote exact language of enforcement order**]/, the relevant portion[s] of which [is/are] attached as Exhibit [**exhibit number/letter**]].

Relief Granted

IT IS THEREFORE ORDERED that the license[s] issued to Respondent by the following licensing [authority/authorities] [is/are] suspended: [**list name of each agency issuing a license**].

Select one of the following.

Stay of Suspension

IT IS ORDERED that the suspension of Respondent's license[s] is STAYED on the following terms and conditions: IT IS ORDERED that Respondent comply with **[incorporate terms of order pertaining to the possession of or access to (a) child(ren)]**.

Or

Suspension

IT IS ORDERED that the clerk of this Court forward this order suspending license to [the/each] appropriate licensing authority. Respondent is ORDERED not to engage in the licensed [activity/activities].

Attorney's Fees and Costs

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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 that costs of court of **[number]** dollars (\$**[amount]**) are taxed against **[name of respondent]**, and **[name of respondent]** is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Petitioner/Petitioner's attorney], at **[address]** on or before **[time]** on **[date]**.

Relief Not Granted

All relief requested and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

If applicable, attach the exhibit containing a copy of the order.

Form 34-36

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Revoke Stay of Suspension of License and Order to Appear

This Motion to Revoke Stay of Suspension of License is brought by **[name of movant]**, Movant. Movant requests the Court to revoke the stay of suspension of the license[s] of Respondent, **[name of respondent]**, previously suspended by this Court. Respondent, **[name of respondent]**, should be served with process **[include if applicable: at [address, city, state, zip code]]**. In support, Movant shows:

1. On **[date]** this Court signed an order that appears in the minutes of this Court [and states in relevant part as follows: **[quote portions of order]**]/, the relevant portion[s] of which [is/are] attached as Exhibit **[exhibit number/letter]**. In that order [each of] the following license[s] issued to Respondent by the indicated licensing agency was suspended: **[list name of each agency]**.

2. The issuance of the order suspending license to [the/each] licensing agency was then ordered stayed conditioned on the following: **[list specific findings by court and conditions for staying suspension]**.

3. Respondent has failed to comply with the terms and conditions of the stay of suspension of the license[s] as follows: **[state specifically how respondent has failed to comply with the requirements of a court order pertaining to the possession of or access to (a) child(ren)]**.

Movant requests that the previous stay of suspension of Respondent's license[s] be revoked and that this Court render a final order suspending Respondent's license[s].

4. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the rights of [**name of movant**] and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Movant requests postjudgment interest as allowed by law.

5. Movant prays that citation and notice issue as required by law and that the Court on hearing revoke the stay of suspension of Respondent's license[s] and render an order suspending [the/each] license specified herein. Movant prays that Respondent be prohibited from engaging in the licensed [activity/activities]. Movant further prays for attorney's fees, expenses, costs, and interest.

[**Name**]
 Attorney for Movant
 State Bar No.:
 [**E-mail address**]
 [**Address**]
 [**Telephone**]
 [**Fax**]

Order to Appear

Respondent is ORDERED to appear before this Court on _____ at _____ .M. and respond to this Motion to Revoke Stay of Suspension of Respondent's license[s].

SIGNED on _____.

JUDGE PRESIDING

If applicable, attach the exhibit containing a copy of the relevant portion(s) of the order suspending the license(s).

Form 34-37

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion to Revoke Stay of Suspension

On **[date]** the Court heard the Motion to Revoke Stay of Suspension of License for Failure to Comply with a Court Order Providing for Possession of or Access to **[a]** Child~~[ren]~~ of **[name of movant]**, Movant.

Appearances

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

Respondent, **[name of respondent]**,

Select one of the following.

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

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

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings for Suspension of License

On [**date**] Respondent was ordered to perform the following terms and conditions for stay of suspension of Respondent's license[s]: [**list specific terms and conditions**].

The Court finds that Respondent has failed to comply with the terms and conditions as follows: [**describe the respondent's failure to comply with the requirements of a court order pertaining to the possession of or access to [a] child[ren]**].

Relief Granted

IT IS THEREFORE ORDERED that the license[s] issued to Respondent by the following licensing [authority/authorities] [is/are] suspended: [**list name of each agency**].

IT IS ORDERED that the clerk of this Court forward this order suspending license to [the/each] appropriate licensing authority. Respondent is ORDERED not to engage in the licensed [activity/activities].

Attorney's Fees and Costs

IT IS ORDERED that judgment is awarded to **[name of attorney]** in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent, and Respondent is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to **[name of attorney]** at **[address]** on or before **[time]** on **[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 that costs of court of **[number]** dollars (\$**[amount]**) are taxed against **[name of respondent]**, and **[name of respondent]** is ORDERED to pay those costs, by cash, cashier's check, or money order, to **[name]**, [the District Clerk of **[county]** County, Texas/Movant/Movant's attorney], at **[address]** on or before **[time]** on **[date]**.

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Movant
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Form 34-38

This form should be used when circumstances change after a license has been previously suspended.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to [Vacate/Stay] Order Suspending License

This Motion to [Vacate/Stay] Order Suspending License is brought by Movant, **[name]**, who shows in support:

1. On **[date]** the Court rendered an Order Suspending License, in which the Court suspended Movant's **[type of license]** license.
2. Movant has complied with the requirements of the court order providing for possession of or access to [a] child[ren].

Or

2. Good cause exists to [vacate/stay] the Order Suspending License previously rendered by this Court, as follows: [specify good cause].
3. Movant requests that the Court [vacate/stay] the Order Suspending License previously rendered.

Movant prays that the Court grant this Motion to [Vacate/Stay] Order Suspending License.

[Name]
 Attorney for Movant
 State Bar No.:
 [E-mail address]
 [Address]
 [Telephone]
 [Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
 Attorney for Movant

Form 34-39

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order [Vacating/Staying] Order Suspending License

On [date] the Court heard Movant's Motion to [Vacate/Stay] Order Suspending License.

Appearances

Movant, [name],

Select one of the following.

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

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

appeared in person and announced ready for trial.

[Name]

Select one of the following.

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

appeared in person and announced ready for trial.

Proceedings

All matters of law and of fact were submitted to the Court, and the Court heard the evidence and considered the pleadings and argument of counsel.

Jurisdiction

The Court finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Or

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

Findings

The Court finds that Movant, [**name**], has complied with the requirements of the court order providing for possession of or access to [a] child[ren].

Or

The Court finds that good cause exists to [vacate/stay] the Order Suspending License previously rendered by this Court.

Orders

IT IS ORDERED that the order suspending the [**type of license**] license of Movant, [**name**], rendered by this Court on [**date**] is [vacated/stayed until further order of this Court].

IT IS ORDERED that on receipt of this order [name of licensing authority] shall promptly issue a [type of license] license to Movant, [name], if Movant is otherwise qualified for the license.

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Movant
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Chapter 35

Contempt

Form 35-1	Writ of Commitment	379
Form 35-2	Order for Capias [and Setting of Bond]	381
Form 35-3	Capias	384
<i>[Forms 35-4 through 35-10 are reserved for expansion.]</i>		
Form 35-11	Petition for Writ of Habeas Corpus [to Release Adult]	387
Form 35-12	Certificate of Custody	393
Form 35-13	Order Granting Writ of Habeas Corpus [to Release Adult]	394
Form 35-14	Writ of Habeas Corpus [to Release Adult].	395
Form 35-15	Appearance Bond	397
Form 35-16	Petition for Writ of Habeas Corpus in Trial Court [to Release Adult].	399

Form 35-1

Include the following notice if a minor is named in the style of the case or if the writ contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA****Writ of Commitment**

STATE OF TEXAS)

TO ANY SHERIFF OR ANY CONSTABLE WITHIN THE STATE OF TEXAS:

In Cause No. [number], pending in the [designation] Court of [county] County, Texas, styled “[style of case],” [name of contemner] has been adjudged in contempt of court.

You are therefore COMMANDED to take into your custody and [commit to the jail of your county/hold for transfer to [county] County, Texas,] [name of contemner], to be confined in accordance with the judgment of contempt attached to this writ or until [he/she] is otherwise legally discharged.

After service, return this writ, showing how you have executed it.

ISSUED on _____.

District Clerk, [county] County, TexasBy: _____
Deputy

Officer's Return

I received this writ on _____ at _____ .M. and executed it on _____ at _____ .M. by taking [**name of contemner**] into my custody and committing [him/her] to the jail of _____ County, Texas.

FEES:

Service: \$ _____

Mileage: \$ _____

Total: \$ _____

_____ County, TexasBy: _____
Deputy

Attach a copy of the commitment order.

Form 35-2

Include the following notice if a minor is named in the caption or if the order contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order for Capias [and Setting of Bond]

Use the following for capias based on failure to appear.

On [date] the Court heard [Petitioner's/Movant's] [enforcement petition or motion]. [Petitioner/Movant] appeared and requested that a capias be issued for the arrest of Respondent for failure to appear.

The Court, after reviewing the pleadings and hearing the argument of counsel, finds that this matter was duly and properly set for hearing on [date] at [time] at [location of court] and that Respondent failed to appear.

The Court further finds that Respondent was personally served with timely notice to appear at the above time, place, and date.

The Court further finds that the request for writ of capias should be granted.

In action for enforcement of child support or possession and access, include the following if bond greater than minimum is sought.

The Court further finds that there is evidence that Respondent has [attempted to evade service of process/previously been found guilty of contempt/accrued child support arrearages of more than \$1,000], that a cash bond of \$250 or an appearance bond of \$1,000 would not be reasonable under the circumstances, and that a reasonable [cash/appearance] bond of

[\$**amount**] would be reasonable, conditioned on Respondent's promise to appear in Court for a hearing as required by the Court without further personal service of notice.

Use the following for capias based on motion to revoke community supervision.

On [**date**], [Petitioner's/Movant's] Motion to Revoke Suspension of Commitment and Order to Appear was presented to the Court.

The Court finds that the motion to revoke suspension of commitment alleges a prima facie case that Respondent has violated a term or condition of community supervision.

The Court finds that a writ of capias should be issued for the arrest of Respondent.

Continue with the following.

IT IS ORDERED that the clerk of this Court issue a writ of capias, directed to the sheriff or any peace officer of any county within the state of Texas, commanding that sheriff or peace officer to take the body of [**name of respondent**], Respondent, and bring [him/her] before this Court to answer the allegations of the [[**enforcement petition or motion**] previously served on Respondent/motion to revoke].

IT IS ORDERED that the detaining authority shall notify the Court of Respondent's arrest immediately following Respondent's arrest.

Include the following for capias based on failure to appear.

IT IS ORDERED that Respondent shall be permitted to post [a cash bond only of [**number**] dollars (\$**amount**)], such sum to be deposited in the registry of this Court and/an appearance bond of [**number**] dollars (\$**amount**)] subject to forfeiture in accordance with law if Respondent fails to appear for hearing on the court date following release from custody.

If Respondent attempts to post bond, IT IS ORDERED that the detaining authority contact the Court before Respondent's release to determine the date and time of the hearing and include such information in the bond conditions.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 35-3

Include the following notice if a minor is named in the caption or if the capias contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Capias

STATE OF TEXAS

)

TO ANY PEACE OFFICER OF THE STATE OF TEXAS:

You are COMMANDED to arrest **[name]** and immediately bring [him/her] before the **[designation]** Court of **[county]** County, Texas, at the courthouse of that county, in **[city]**, Texas, to answer a [pending charge of failure to appear to answer a charge of contempt of court/motion to revoke suspension of commitment].

The [driver's license number/date of birth, race, and sex] of **[name]** [is/are] **[specify information]**.

You shall notify the issuing court of **[name]**'s arrest immediately following [his/her] arrest.

Include the following for capias based on failure to appear.

Bail has been set for the release of **[name]** as a [surety bond or cash bond/cash bond only] in the reasonable minimum amount of **[number]** dollars (\$**[amount]**).

If [name] attempts to post bond, you shall contact the issuing court before [his/her] release to determine the date and time of the hearing and include that information in the bond conditions.

Continue with the following.

Return this writ immediately, showing how you have executed it.

ISSUED on _____.

Clerk of the [designation] Court of [county]
County, Texas

By: _____
Deputy

Officer's Return

I received this writ on _____ at _____ .M. and executed it
on _____ at _____ .M. by _____.

FEES:

Making arrest: \$ _____

Mileage: \$ _____

Taking bond: \$ _____

Commitment: \$ _____

Total: \$ _____

County, Texas

By: _____
Deputy

Forms 35-4 through 35-10 are reserved.

Form 35-11

Petition for Writ of Habeas Corpus
[to Release Adult]

Under [Tex. R. App. P. 52](#), in all original proceedings in the appellate courts a single document serves as the petition and brief. The petition should follow the specific formatting and filing requirements stated in [Tex. R. App. P. 9](#). Except under limited circumstances, all documents must now be electronically filed in the appellate courts, and the requirements for doing so are set forth in [Tex. R. App. P. 9](#). In the caption, the proper court of appeals (or the Supreme Court of Texas) should be designated. (If emergency relief is needed, a separate motion for that relief is required. [Tex. R. App. P. 52.10](#).)

The following constitutes the front cover of the petition. See [Tex. R. App. P. 9.4\(g\)](#).

Appeal No. _____

In the Court of Appeals

[number] Judicial District

[city], Texas

In re [name of party seeking relief], Relator**Petition for Writ of Habeas Corpus**

[Name]

Attorney for Relator

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

ATTORNEY FOR RELATOR

[Include if applicable: Oral Argument Requested]

The front cover of the petition ends here. All material above this box must be included on that front cover.

Identity of Parties and Counsel

The following is a list of all parties and all counsel in this matter:

Respondent: **[name]**

Attorney for respondent: **[name and address]**

Real party in interest: **[name]**

Attorney for real party in interest: **[name and address]**

Repeat above information as required.

Table of Contents

The table of contents must include page references. [Tex. R. App. P. 52.3\(b\)](#). Page references in the table of contents should be the same as the PDF page numbers.

Index of Authorities

List in alphabetical order the authorities cited in the brief grouped as to cases, constitutional references, statutes, rules, and secondary materials (treatises, law review articles, and so forth).

Statement of the Case

The statement of the case should be no longer than one page and describe the status of the case. [Tex. R. App. P. 52.3\(d\)](#).

1. The underlying suit is a contempt proceeding for **[specify]**.
2. Relator was held in contempt after hearing on **[date]**.
3. Relator is illegally confined and restrained in **[his/her]** liberty in the county jail of **[county]** County, Texas, by **[name]**, sheriff of that county.

Include the following if applicable.

4. A petition requesting the same relief was filed in the Court of Appeals for the **[number]** Judicial District on **[date]**. The justices who participated in the decision were **[names]**. The author of the opinion by the court was **[name]** **[if more than one opinion, list all]**. The decision was ordered **[unpublished/published and is reported at [specify]]**. The court of appeals ordered **[specify disposition of the case by the court of appeals]**.

Statement of Jurisdiction

This Court has jurisdiction under section 22.221(d) of the Texas Government Code.

If the petition was not first presented to the court of appeals, the petition must state the compelling reason that the petition is being filed in the supreme court without first being presented to the court of appeals. [Tex. R. App. P. 52.3\(e\)](#).

Issues Presented

State each issue on which it is alleged the trial court erred as a matter of law.

PETITION FOR WRIT OF HABEAS CORPUS

Statement of Facts

State concisely and without argument the facts pertinent to the case. Support each allegation with references to the appendix or record.

Argument

Show how the points or issues presented, on the conclusively established facts, entitled relator to an order for possession of the child. Cite controlling authority.

Prayer

Relator prays that this honorable Court or one of its justices, after examining this petition, admit Relator to bail, issue a writ of habeas corpus, and fix a time and place of appearance on the writ, and that [name], sheriff of [county] County, Texas, be ordered to produce the body of Relator before this Court, unless the sheriff takes the bond of Relator, in a sum to be set by this Court and in the terms and conditions of the law, that Relator will appear and abide by the decision of this Court, to the end that Relator may be discharged from the illegal confinement and restraint.

[Name]

Attorney for Relator

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certification of Facts and Verification of Record

Pursuant to rule 52.3(j) of the Texas Rules of Appellate Procedure, I certify that I have thoroughly reviewed the Court's file in this matter. I have personal knowledge of the facts stated herein, and such matters are true and correct. Additionally, I have personal knowledge that the items in the appendix and record are true and correct copies of documents material to Relator's claims and are either pleadings that are on file in the underlying suit, hearing transcripts and exhibits, or orders signed by the trial court in the underlying suit in this cause number [number] in the [designation] Court of [county] County, Texas.

[Name of attorney]

Appendix

This appendix contains the following:

1. a certified copy of [**specify order relator allegedly violated**];
2. a certified copy of the motion of contempt;
3. a certified copy of the judgment of contempt;
4. a certified copy of the commitment order;
5. a certified copy of the Certificate of Custody[;]
6. [**include if applicable:** a certified copy of the [order/opinion] of the court of appeals;]
7. [**specify other authority or exhibits included**].

Include the following if applicable.

In addition, Relator relies on [the clerk's record/the reporter's record/the clerk's record and the reporter's record] filed in this matter.

Include the following if filing electronically.

Certificate of Counsel Regarding Word Count

Pursuant to rule 9 of the Texas Rules of Appellate Procedure, I certify that the word count in this Petition for Writ of Habeas Corpus, excluding the caption and introductory matters, signature, proof of service, certification, certificate of compliance, and appendix, totals [**number**] words.

[Name of attorney]

Continue with the following.

Certificate of Service

I certify that a true copy of this Petition for Writ of Habeas Corpus was served in accordance with rule 9.5 of the Texas Rules of Appellate Procedure on each party or that party's lead counsel as follows:

Name of person served: [[name of lead attorney], attorney for [name of party]/[name of unrepresented party]]

Address of person served: [address]

Method of service: [by electronic filing manager/by e-mail at [e-mail address]/by fax at [fax number]/by personal delivery at [address]/by commercial delivery service at [address]/by certified mail at [address]/by first-class mail at [address]]

Date of service: _____

Repeat for each party served.

[Name]

Attorney for Relator

Form 35-12

Certificate of Custody

I, **[name]**, sheriff of **[county]** County, Texas, certify that, as of the present time, which is _____ .M. on _____, I have in actual custody the person of **[name of relator]** and that **[name of relator]** was taken into custody on **[date]** in accordance with an order dated **[date]** issued by the Honorable **[name]**, Judge of the **[designation]** District Court of **[county]** County, Texas.

Sheriff of **[county]** County, Texas

By: _____
Deputy

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 35-13

The order granting writ of habeas corpus and the accompanying writ of habeas corpus are usually prepared by the clerk of the appellate court. The format may vary slightly among the courts.

Order Granting Writ of Habeas Corpus
[to Release Adult]

COURT OF APPEALS

[**designation**] SUPREME JUDICIAL DISTRICT

EX PARTE	)	ORIGINAL HABEAS CORPUS
	)	
[Name of relator]	)	PROCEEDING

Relator's Petition for Writ of Habeas Corpus, filed today, has been duly considered. IT IS ORDERED that the petition is GRANTED.

The clerk of this Court will issue a writ of habeas corpus commanding [**name**], sheriff of [**county**] County, Texas, to release [**name of relator**], Relator, from custody on [his/her] giving good and sufficient bond, conditioned as required by law, in the sum of [**number**] dollars (\$[**amount**]), to be approved by the sheriff of [**county**] County, Texas, pending hearing in this Court of the petition, which hearing is set for [**date**] at [**time**] in this Court and until otherwise ordered by this Court.

GRANTED on _____.

[**Name of appellate court justice**]

Form 35-14

The writ of habeas corpus and the accompanying order granting writ of habeas corpus are usually prepared by the clerk of the appellate court. The format may vary slightly among the courts.

Writ of Habeas Corpus
[to Release Adult]

STATE OF TEXAS)

TO THE SHERIFF OF [county] COUNTY, TEXAS:

[Name of relator], Relator, has petitioned the Honorable Court of Appeals for the [designa-
tion] Supreme Judicial District of Texas for a writ of habeas corpus, alleging that Relator
is illegally restrained of [his/her] liberty by you in [county] County, Texas, by virtue of a cer-
tain process issued out of the [designation] District Court of [county] County, Texas.

The Honorable Court of Appeals for the [designation] Supreme Judicial District of
Texas has granted the petition and ordered a writ of habeas corpus to issue, in the following
words: [incorporate, by reciting verbatim, the order granting writ of habeas corpus].

You are therefore COMMANDED to produce the body of [name of relator], Relator,
before the Court of Appeals for the [designation] Supreme Judicial District of Texas, at [city],
Texas, on [date] at [time] UNLESS you take the bond of Relator in the sum of [number] dol-
lars (\$[amount]), in the terms and conditions of the law, that he will appear and abide by the
decision of the Court of Appeals for the [designation] Supreme Judicial District of Texas,
which bond you will approve in your official capacity and forward to the clerk of this Court.

WITNESS THE HONORABLE [name], [Chief Justice/Justice] of our Court of
Appeals for the [designation] Supreme Judicial District of Texas, with the seal of the Court
annexed, at the city of [city], on [date].

Clerk
Court of Appeals for the
[**designation**] Supreme Judicial District
of Texas, sitting at [**city**]

By: _____
Deputy

Form 35-15

Appearance Bond

STATE OF TEXAS)

COUNTY OF)

We, **[name of relator]** as principal and the undersigned as sureties, bind ourselves and each of us, our heirs, executors, and administrators, jointly and severally, to pay to the State of Texas the penal sum of **[number]** dollars (\$**[amount]**).

[Name of relator] is in the custody of **[name]**, sheriff of **[county]** County, Texas, by reason of being held in contempt of the **[designation]** District Court of **[county]** County, Texas. **[Name of relator]** has obtained from a justice of the Court of Appeals for the **[designation]** Supreme Judicial District of Texas, sitting at **[city]**, Texas, a writ of habeas corpus returnable before that Court of Appeals for the **[designation]** Supreme Judicial District of Texas. The writ has been duly returned and is now pending before that Court.

If **[name of relator]** makes **[his/her]** personal appearance before the Court of Appeals for the **[designation]** Supreme Judicial District of Texas, sitting at **[city]**, Texas, on **[date]** at **[time]** and remains there pending the examination and hearing of the writ of habeas corpus and until its final determination, then this obligation shall be void; otherwise it shall remain in full force and effect.

EXECUTED on _____.

Principal

Surety

Surety

APPROVED on _____.

Sheriff of [county] County, Texas

By: _____
Deputy

Form 35-16

In the caption, the case should be styled “Ex parte [name of person whose liberty is being restrained],” and the court that entered the commitment order should be designated.

For a petition for writ of habeas corpus to be filed in a court of appeals, see form [35-11](#).

For an order granting writ of habeas corpus and for a writ of habeas corpus, see forms [35-13](#) and [35-14](#) respectively, modifying their language for use at the trial court level.

Petition for Writ of Habeas Corpus in Trial Court
[to Release Adult]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form [5-1](#).]
2. [Name of relator], Relator, who resides in [county] County, Texas, is illegally confined and restrained of liberty in the county jail in [county] County, Texas, by [name], the sheriff of that county. The confinement and restraint are imposed under the authority of a commitment order issued by this Court under Cause No. [number] on [date].
3. In support of this petition, Relator would respectfully show that Relator has served the punitive portion of the commitment but does not presently have the means to comply with the coercive portion of the order.
4. Because of these circumstances, Relator prays that the Court issue a writ of habeas corpus and, on hearing, that Relator be discharged from the confinement and restraint described in this petition.

[Name]

Attorney for Relator

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Chapter 36

Physical Possession of Child

Form 36-1	Request for Writ of Attachment	403
Form 36-2	Order for Issuance of Writ of Attachment	405
Form 36-3	Writ of Attachment.	407
<i>[Forms 36-4 through 36-10 are reserved for expansion.]</i>		
Form 36-11	Petition for Writ of Habeas Corpus	409
Form 36-12	Response to Petition for Writ of Habeas Corpus	413
Form 36-13	Order for Issuance of Writ of Habeas Corpus for Child[ren].	416
Form 36-14	Writ of Habeas Corpus	417
Form 36-15	Order to Return Child[ren].	419
<i>[Forms 36-16 through 36-20 are reserved for expansion.]</i>		
Form 36-21	Petition for Enforcement of Child Custody Determination	421
Form 36-22	Order to Appear	425
Form 36-23	Response to Petition for Enforcement of Child Custody Determination	427
Form 36-24	Request for Warrant to Take Physical Custody of Child	430
Form 36-25	Order for Issuance of Warrant to Take Physical Custody of Child	434
Form 36-26	Warrant to Take Physical Custody of Child.	437
Form 36-27	Order on Petition for Enforcement of Child Custody Determination	440

Form 36-1

This request is to be inserted in a petition.

Include the following notice on the first page of the petition in which the request is inserted. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

Request for Writ of Attachment

Petitioner applies for a writ of attachment of the person[s] of **[name[s] of child[ren]]** because **[allege all facts that support the application]**.

Based on these facts, Petitioner believes that

Select one of the following.

Respondent's continued possession of the child[ren] will create and is creating a serious, immediate threat to the child[ren]'s physical and emotional well-being.

Or

Respondent will remove the child[ren] from the jurisdiction of this Court unless the child[ren] [is/are] removed from Respondent's possession.

Petitions in which attachment is requested should be verified with a jurat in substantially the following form. An unsworn declaration may be used in place of a verification. See form [8-27](#).

The undersigned states under oath: "I am Petitioner in the foregoing petition. I have personal knowledge of the facts and allegations stated in it, and they are true and correct."

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 36-2

This order is to be inserted in any court order that orders the issuance of a writ of attachment.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Order for Issuance of Writ of Attachment

On [date] there was presented to this Court a verified petition with a request for a writ of attachment with respect to [name[s] of child[ren]], [a] child[ren].

On the basis of the sworn statement in the petition and of the evidence and argument of counsel, the Court finds it necessary and proper to issue a writ of attachment immediately.

Select one of the following.

The first alternative anticipates that the person with possession before attachment will come to the courtroom at the same time the child is brought in and that a hearing will be had at that time.

IT IS THEREFORE ORDERED that the clerk of this Court immediately issue a writ of attachment commanding any sheriff or constable within the state of Texas to take the [body/bodies] of [name[s] of child[ren]], [a] child[ren], and to deliver the child[ren] safely to this Court during regular court hours.

Or

IT IS THEREFORE ORDERED that the clerk of this Court immediately issue a writ of attachment commanding any sheriff or constable within the state of Texas to take the [body/bodies] of [name[s] of child[ren]], [a] child[ren], and to deliver the child[ren] safely into the possession of [name of person or agency] at [address, city, state]. The [person/agency] to whom the child[ren] [is/are] delivered is ORDERED to produce the child[ren] before this

Court on _____ at _____ .M. in its courtroom, at which time and place a hearing shall be had to determine the right to possession of the child[ren]. IT IS FURTHER ORDERED that the clerk of this Court shall issue notice to [**person from whose possession child[ren] is/are removed**] of the time and place of the hearing.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 36-3

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Writ of Attachment

STATE OF TEXAS)

TO ANY SHERIFF OR ANY CONSTABLE WITHIN THE STATE OF TEXAS:

Cause No. [number], styled “[style of case],” is pending in the [designation] Court of [county] County, Texas.

On [date] the Court signed its order in that case ordering the issuance of this Writ of Attachment. A certified copy of the order is attached to this writ.

Select one of the following.

You are therefore COMMANDED to take [name[s] of child[ren]], [a] child[ren], and deliver the child[ren] safely to the Court during regular court hours.

Or

You are therefore COMMANDED to take [name[s] of child[ren]], [a] child[ren], and deliver the child[ren] safely into the possession of [name of person or agency] at [specific location].

Continue with the following.

ISSUED on _____.

Clerk of the [designation] Court of
[county] County, Texas

By: _____
Deputy

Sheriff's Return

I received this writ on _____ at _____ .M. and executed it on _____ at _____ .M. by taking the [body/bodies] of [**name[s] of child[ren]**] and delivering [him/her/them] to [**name/the [designation]**] Court of [**county**] County, Texas], as directed in the writ.

I actually and necessarily traveled _____ miles in executing this writ, and my fees are \$ _____.

This original returned on _____.

[Sheriff/Constable] of
_____ County, Texas

By: _____
Deputy

Forms 36-4 through 36-10 are reserved.

Form 36-11

The case should be styled “Ex parte _____, a child.”

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition for Writ of Habeas Corpus
[to Return Child[ren]]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

2. This Petition for Writ of Habeas Corpus is brought by **[name of petitioner]**, Petitioner, who resides at **[address, city, state]**. [The last three numbers of Petitioner’s driver’s license number are **[numbers]**.] /Petitioner has not been issued a driver’s license.] [The last three numbers of Petitioner’s Social Security number are **[numbers]**.] /Petitioner has not been issued a Social Security number.]

Select one of the following.

3. Petitioner is presently entitled to the possession of the child[ren] **[name[s] of child[ren]]** by virtue of an order entered by the **[designation]** Court of **[county]** County, **[state]**, in Cause No. **[number]**. This order is in full force and effect. A certified copy of the order is attached to this petition.

Or

3. Petitioner is a parent of the child[ren] [**name[s] of child[ren]**]. Respondent is not a parent of the child[ren]. The right to possession of the child[ren] is not governed by a court order.

Continue with the following.

4. The child[ren] [is/are] illegally restrained by [**name of respondent**], Respondent, at [**address, city**], [**county**] County, Texas. Process should be served on Respondent at that address.

Include 5. if appropriate. Consult [Tex. Fam. Code §§ 152.312](#) and [157.375\(b\)](#).

5. As a result of Respondent's illegal restraint of the child[ren], Petitioner has been required to travel to prosecute this petition. Petitioner requests judgment against Respondent for Petitioner's necessary travel and other expenses incurred by Petitioner and [his/her] witnesses for prosecution of this petition.

If there is a genuine and substantial risk of imminent abduction or concealment, the petition may include an express request that a writ of attachment issue. See chapter [36](#) of this manual for the requirements of attachment.

Include [6](#). if any party resides outside Texas.

6. Information required by section 152.209 of the Texas Family Code is provided in the attached affidavit.

7. It was necessary for Petitioner to secure the services of [**name of attorney**], a licensed attorney, to preserve and protect the rights of the child[ren]. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of this attorney and against Respondent and be ordered paid directly to Petitioner's attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

8. Petitioner prays that the Court immediately issue its writ of habeas corpus commanding that the child[ren] be brought immediately before this Court and that the child[ren] be returned to Petitioner.

Petitioner further requests that Respondent be ordered to pay all costs of court.

Petitioner prays for recovery of all relief requested and for all general relief to which this Court may deem Petitioner entitled.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

The undersigned states under oath: "I am Petitioner in the foregoing Petition for Writ of Habeas Corpus. I have personal knowledge of the allegations and facts stated in it, and they are true and correct."

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

If applicable, attach a certified copy of the order governing the right to possession.

For affidavit providing information required by
[Tex. Fam. Code § 152.209](#), see form [56-1](#).

Form 36-12

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Response to Petition for Writ of Habeas Corpus
[to Return Child[ren]]

[**Name of respondent**], Respondent, submits to the Court this response to the Petition for Writ of Habeas Corpus filed in this case by [**name of petitioner**], Petitioner. [The last three numbers of Respondent's driver's license number are [**numbers**]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [**numbers**]./Respondent has not been issued a Social Security number.]

1. Respondent enters a general denial.

Select one of the following.

2. Petitioner does not have the right to possession of the child[ren] by virtue of any court order.

Or

2. Petitioner is not a parent of the child[ren].

Or

2. Respondent was not given reasonable notice of the proceeding that resulted in rendition of the order governing the right of possession of the child[ren]. Respondent was not given an opportunity to be heard at that proceeding.

Include one or more of the following as applicable.

3. Petitioner has, by consent, relinquished possession and control of the child[ren] to Respondent for at least six months before the date of filing of the Petition for Writ of Habeas Corpus.

And/Or

4. A suit affecting the parent-child relationship is pending. Petitioner and Respondent have received proper notice of that suit and of the date and time set for hearing on temporary orders sought in the pending suit affecting the parent-child relationship, which is the same date and time as the hearing on the Petition for Writ of Habeas Corpus in this case. Respondent requests the following temporary orders: **[describe temporary relief sought]**.

And/Or

5. There is a serious immediate question concerning the welfare of the child[ren].

Continue with the following.

6. It was necessary for Respondent to secure the services of **[name of attorney]**, a licensed attorney, to preserve and protect the rights of the child[ren]. Petitioner should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of this attorney and against Petitioner and be ordered paid directly to Respondent's attorney, who may enforce the judgment in the attorney's own name. Respondent requests postjudgment interest as allowed by law.

Include 7. if any party resides outside Texas.

7. Information required by section 152.209 of the Texas Family Code is provided in the attached affidavit.

Continue with the following.

Respondent prays that this Court deny the Petition for Writ of Habeas Corpus. **[Include if applicable:** Respondent further prays for entry of temporary orders as requested above and in the pending suit affecting the parent-child relationship.]

Respondent prays for recovery of attorney's fees, expenses, costs, and interest as requested above.

Respondent prays for general relief.

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. **[Repeat for each attorney of record or party to be served.]**

[Name]
Attorney for Respondent

For affidavit providing information required by Tex. Fam. Code § 152.209 , see form 56-1 .

Form 36-13**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order for Issuance of Writ of Habeas Corpus for Child[ren]

On [date] a verified Petition for Writ of Habeas Corpus with respect to [name[s] of child[ren]], [a] child[ren], was presented to this Court. The Court finds it necessary and proper to immediately issue a writ of habeas corpus.

IT IS THEREFORE ORDERED by the Court that the clerk immediately issue a writ of habeas corpus directed to [name of respondent], Respondent, commanding Respondent to produce and have before this Court on [date] at [time] [name[s] of child[ren]], [a] child[ren], and to appear for a hearing to determine whether the child[ren] should be returned to Petitioner.

SIGNED on _____.

JUDGE PRESIDING

Form 36-14

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Writ of Habeas Corpus
[to Return Child[ren]]

STATE OF TEXAS)

COUNTY OF)

To: [name of person holding child[ren]]

In Cause No. [number], styled “[style of case],” pending in the [designation] Court of [county] County, Texas, it is alleged that you, [name of person holding child[ren]], hold in your custody [name[s] of child[ren]] in violation of Petitioner’s superior right of possession.

You are therefore COMMANDED to produce the child[ren] [name[s] of child[ren]] before the Honorable [name], Judge of the [designation] Court of [county] County, Texas, on _____ at _____ .M. and appear for a hearing to determine whether the child[ren] should be returned to Petitioner.

ISSUED on _____.

[Name]
District Clerk
[County] County, Texas

By: _____
Deputy

Sheriff's Return

I received this writ on _____ at _____ .M. and executed it on _____ at _____ .M. by delivering to [**name of person holding child[ren]**], as directed, a true copy of this writ together with the accompanying copy of this petition.

I actually and necessarily traveled _____ miles in executing this writ, and my fees are \$ _____.

This original returned on _____.

[Sheriff/Constable] of
_____ County, Texas

By: _____
Deputy

Form 36-15

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]**Order to Return Child[ren]**

On **[date]** a hearing was held in this Court on the petition of **[name of petitioner]** for a writ of habeas corpus to compel return of the child[ren] to Petitioner.

Petitioner appeared in person and by attorney of record, **[name]**. Respondent, **[name of respondent]**,

Select one of the following.

appeared in person and by attorney of record, **[name]**.

Or

appeared in person.

Or

did not appear, although given notice as required by law.

Continue with the following.

The Court finds that Petitioner is the person entitled by law to possession of the child[ren] **[name[s] of child[ren]]** and that Respondent has illegally confined and restrained the child[ren].

[Name of respondent] is ORDERED to deliver the child[ren] **[name[s] of child[ren]]** to the possession of **[name of petitioner]** at **[address, city, state]** at **[time]** on **[date]**.

If the respondent did not appear or if the respondent appeared and did not bring the child(ren), include the following paragraph.

IT IS FURTHER ORDERED that the clerk of this Court immediately issue a writ of attachment commanding any sheriff or constable within the state of Texas to take the [body/bodies] of [name[s] of child[ren]], [a] child[ren], and deliver the child[ren] safely into the possession of [name of petitioner], Petitioner, at [address, city, state].

Continue with the following as applicable.

IT IS FURTHER ORDERED that [name of petitioner] is awarded judgment for [number] dollars (\$[amount]) for necessary travel and other expenses. The judgment bears interest at [percent] percent per year compounded annually from the date the judgment is signed until paid. The judgment is awarded against [name of respondent], for which let execution issue.

And/Or

IT IS FURTHER ORDERED that [name of attorney] is awarded judgment for [number] dollars (\$[amount]) for legal services rendered. The judgment bears interest at [percent] percent per year compounded annually from the date the judgment is signed until paid. The judgment is awarded against [name of respondent], for which let execution issue. [Name of attorney] may enforce this judgment in [his/her] own name by any means available for the enforcement of a judgment for debt.

Continue with the following.

Costs of this action are taxed against Respondent, for which let execution issue.

SIGNED on _____.

JUDGE PRESIDING

Forms 36-16 through 36-20 are reserved.

Form 36-21

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition for Enforcement of Child Custody Determination

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**
2. This Petition for Enforcement of Child Custody Determination is brought by **[name of petitioner]**, Petitioner, who resides at **[address, city, state]**. [The last three numbers of Petitioner's driver's license number are **[numbers]**.]/Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are **[numbers]**.]/Petitioner has not been issued a Social Security number.]
3. Respondent is **[name of respondent]**, who currently resides at **[address, city, state]**. Process should be served on Respondent at that address.
4. The child[ren] the subject of this suit [is/are] presently located at **[address, city, state]**.
5. Petitioner is presently entitled to the possession of the child[ren] **[name[s] of child[ren]]** by virtue of an order entered by the **[designation]** Court of **[county]** County, **[state]**, in Cause No. **[number]**. This order is in full force and effect. A [certified copy/copy of a certified copy] of the order **[include if applicable: and the order confirming registration]** [is/are] attached to this petition.

Select one of the following.

6. The court that issued the custody determination identified the following jurisdictional basis on which it relied in exercising jurisdiction: **[state jurisdictional basis]**.

Or

6. The court that issued the custody determination did not identify the jurisdictional basis on which it relied in exercising jurisdiction.

Continue with the following.

7. The determination for which enforcement is sought [has/has not] been vacated, stayed, or modified by a court whose decision must be enforced under chapter 152 of the Texas Family Code. **[If order has been vacated, stayed, or modified, include information identifying court, cause number, and nature of proceeding.]**

Select one of the following.

8. No other proceeding has been commenced that could affect the current proceeding.

Or

8. The following proceeding[s] [has/have] been commenced that could affect this proceeding: **[specify each proceeding, stating nature of suit (e.g., divorce, suit affecting parent-child relationship, request for protective order (or other such suit relating to domestic violence), termination of parental rights, and/or adoption) and identifying court and cause number]**.

Include [9.](#) if applicable.

9. The child custody determination sought to be enforced has been registered and confirmed under section 152.305 of the Texas Family Code on **[date]** in **[designation and location of court that registered child custody determination]**.

10. The child[ren] [is/are] currently in the possession of [**name of respondent**], Respondent, at [**address, city**], [**county**] County, Texas.

11. Petitioner requests that the Court issue an order directing Respondent to appear [with/without] the child[ren] at a hearing to be held the day following service on Respondent.

12. Petitioner requests that after notice and hearing Petitioner be awarded immediate physical custody of the child[ren] the subject of this suit.

Include 13. if applicable.

13. Petitioner requests that Petitioner be provided assistance from law enforcement officials as necessary to enforce the order of the Court.

Include 14. if applicable.

14. As a result of Respondent's restraint of the child[ren], Petitioner has incurred [**include as applicable:** communication expenses, investigative fees, expenses for witnesses, travel expenses, child care expenses] to prosecute this petition. Petitioner requests judgment against Respondent for Petitioner's necessary expenses incurred by Petitioner and Petitioner's witnesses for prosecution of this petition.

15. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to preserve and protect the rights of [**name of petitioner**] and the child[ren]. Respondent should be ordered to pay reasonable attorney's fees and expenses, and a judgment should be rendered in favor of this attorney and against Respondent.

16. Petitioner prays that the Court immediately issue its order commanding that the child[ren] be brought immediately before this Court and that Petitioner be awarded immediate physical custody of the child[ren].

Petitioner further requests that Respondent be ordered to pay all expenses incurred and all costs of court.

Petitioner prays for recovery of all relief requested and for all general relief to which this Court may deem Petitioner entitled.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

The undersigned states under oath: "I am Petitioner in the foregoing Petition for Enforcement of Child Custody Determination. I have personal knowledge of the allegations and facts stated in it, and they are true and correct."

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 36-22

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order to Appear

Select one of the following.

Respondent, [**name of respondent**], is ORDERED to appear and respond to Petitioner's Petition for Enforcement of Child Custody Determination in the [**designation of court**] at [**address of court**] on the next judicial day after service of this order.

Or

Respondent, [**name of respondent**], is ORDERED to appear and respond to Petitioner's Petition for Enforcement of Child Custody Determination in the [**designation of court**] at [**address of court**] on [**date**] at [**time**]. It is impossible for the court to hold the hearing before that date.

Include the following if applicable.

Respondent, [**name of respondent**], is FURTHER ORDERED to appear with the child[ren], [**name[s] of child[ren]**], at this hearing.

Continue with the following.

The purpose of this hearing is to award Petitioner, [**name of petitioner**], immediate physical custody of the child[ren], [**name[s] of child[ren]**] [and/,] to order the payment of fees, costs, and expenses in accordance with section 152.312 of the Texas Family Code [**include if**

applicable: , and to schedule a hearing to determine whether further relief is appropriate], unless Respondent, [**name of respondent**], appears and establishes one of the following:

1. that the child custody determination has not been registered and confirmed under section 152.305 of the Texas Family Code and that the issuing court did not have jurisdiction under subchapter C of chapter 152 of the Texas Family Code;

2. that the child custody determination has not been registered and confirmed under section 152.305 of the Texas Family Code and that the child custody determination for which enforcement is sought has been vacated, stayed, or modified by a court of a state having jurisdiction to do so under subchapter C of chapter 152 of the Texas Family Code;

3. that the child custody determination has not been registered and confirmed under section 152.305 of the Texas Family Code and that Respondent was entitled to notice, but notice was not given in accordance with the standards of section 152.108 of the Texas Family Code, in the proceedings before the court that issued the order for which enforcement is sought; or

4. that the child custody determination for which enforcement is sought was registered and confirmed under section 152.305 of the Texas Family Code but has been vacated, stayed, or modified by a court of a state having jurisdiction to do so under subchapter C of chapter 152 of the Texas Family Code.

IT IS FURTHER ORDERED that any person eighteen years of age or older who is not a party to or interested in the outcome of this suit may serve any citation, notice, or process in this case.

SIGNED on _____.

JUDGE PRESIDING

Form 36-23

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Response to Petition for Enforcement of Child Custody Determination

[**Name of respondent**], Respondent, submits to the Court this response to the Petition for Enforcement of Child Custody Determination filed in this cause by [**name of petitioner**], Petitioner. [The last three numbers of Respondent's driver's license number are [**numbers**]./ Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [**numbers**]./Respondent has not been issued a Social Security number.]

1. Respondent enters a general denial.

Select one of the following.

2. The child custody determination has not been registered and confirmed in accordance with section 152.305 of the Texas Family Code, and the issuing court did not have jurisdiction under subchapter C of chapter 152 of the Texas Family Code.

Or

2. The child custody determination has not been registered and confirmed in accordance with section 152.305 of the Texas Family Code, and the child custody determination for which enforcement is sought has been vacated, stayed, or modified by a court of a state having jurisdiction to do so under subchapter C of chapter 152 of the Texas Family Code.

Or

2. The child custody determination has not been registered and confirmed in accordance with section 152.305 of the Texas Family Code, and Respondent was entitled to notice, but notice was not given in accordance with the standards of section 152.108 of the Texas Family Code in the proceedings before the court that issued the order for which enforcement is sought.

Or

2. The child custody determination for which enforcement is sought was registered and confirmed under section 152.305 of the Texas Family Code but has been [vacated/stayed/modified] by the [designations of court] in [state] in [cause number] on [date], that state having jurisdiction to do so under subchapter C of chapter 152 of the Texas Family Code.

Or

2. This Court has temporary emergency jurisdiction to protect the child because the child, or a sibling or parent of the child, is subjected to or threatened with mistreatment or abuse.

Continue with the following.

3. It was necessary to secure the services of [name of attorney], a licensed attorney, to preserve and protect the rights of the child[ren]. Petitioner should be ordered to pay a reasonable attorney's fee, and a judgment should be rendered in favor of this attorney and against Petitioner.

Respondent prays that this Court deny the Petition for Enforcement of Child Custody Determination.

Respondent prays for recovery of attorney's fees and costs of court.

Respondent prays for general relief.

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for Respondent

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18 .

Form 36-24

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Warrant to Take Physical Custody of Child

1. Petitioner, **[name of petitioner]**, requests a warrant to take physical custody of **[name[s] of child[ren]]**. On **[date]**, Petitioner filed **[title of petition seeking enforcement of child custody determination]** in this Court.

2. The child[ren] currently [is/are] in the possession of Respondent[s], **[name[s] of respondent[s]]**. The present physical address of Respondent[s] is **[[address, city], Texas/unknown]**. Respondent[s] should be served at [that address/the following address: **[address, city], Texas]**. The child[ren]'s present physical address is **[[address, city], Texas/unknown]**.

Select one of the following.

3. The court that issued the child custody determination was **[identification of court]**. The court did not identify the jurisdictional basis on which it relied in exercising jurisdiction.

Or

3. The court that issued the child custody determination was **[identification of court]**. The court identified the following jurisdictional basis on which it relied in exercising jurisdiction: **[state jurisdictional basis]**.

Continue with the following.

4. The determination for which enforcement is sought [has/has not] been vacated, stayed, or modified by a court whose decision must be enforced under chapter 152 of the

Texas Family Code. **[If determination has been vacated, stayed, or modified, identify court, cause number, and nature of proceeding.]**

Select one of the following.

5. No proceeding has been commenced that could affect the current proceeding.

Or

5. The following proceeding[s] [has/have] been commenced that could affect the current proceeding: **[specify each proceeding, stating nature of suit (e.g., divorce, suit affecting parent-child relationship, request for protective order (or other such suit relating to domestic violence), termination of parental rights, and/or adoption) and identifying court, cause number, and nature of proceeding].**

Include 6. if applicable.

6. The child custody determination that is the subject of this enforcement action has been registered and confirmed in accordance with section 152.305 of the Texas Family Code on **[date]** in the **[designation and location of court that registered child custody determination].**

7. The Court should issue a warrant to take physical custody of **[name[s] of child[ren]]** because **[allege all facts that support application by subparagraph, with each subparagraph corresponding to facts alleged by each person verifying this request].**

8. Based on these facts, Petitioner believes that the child[ren] [is/are] imminently likely to [suffer serious physical harm/be removed from Texas/suffer serious physical harm and to be removed from Texas].

9. Petitioner asks the Court to direct law enforcement officers to take physical custody of the child[ren] immediately. **[Include if applicable:** Petitioner further asks the Court to authorize law enforcement officials to enter private property to take physical custody of the child[ren] because a less intrusive remedy would not be effective.**]** **[Include if applicable:** Peti-

tioner further asks the Court to authorize law enforcement officials to make a forcible entry at any hour.]

10. Petitioner asks the Court to provide for the safe interim placement of the child[ren] with [Petitioner/an appropriate person or entity] pending further order of the Court. Petitioner further asks the Court to impose any necessary conditions on the placement of the child[ren] to ensure the appearance of the child[ren] and the child[ren]’s custodian.

Include 11. if applicable.

11. Petitioner seeks the following additional relief: **[state additional relief sought]**.

12. It was necessary for Petitioner to secure the services of **[name of attorney]**, a licensed attorney, to protect the rights of **[name]** and the child[ren] the subject of this suit. Respondent should be ordered to pay reasonable attorney’s fees and expenses, and a judgment should be rendered in favor of the attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney’s own name. Respondent should be ordered to pay all other costs of this proceeding.

Petitioner prays that the Court grant this Request for Warrant to Take Physical Custody of Child, for attorney’s fees, expenses, and costs, and for all further relief authorized by law.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

The request must be verified by each person with knowledge of the facts and allegations with a jurat in substantially the following form. An unsworn declaration may be used in place of a verification. See form [8-27](#).

Verification

The undersigned states under oath: “I have personal knowledge of the facts and allegations stated in [**number[s] of paragraph[s]/subparagraphs**], and they are true and correct.”

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 36-25

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order for Issuance of Warrant to Take Physical Custody of Child

On [date] Petitioner, [name of petitioner], presented to this Court a verified request for a warrant to take physical custody of [name[s] of child[ren]], [a] child[ren].

Include the following if applicable.

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

Continue with the following.

On the basis of the sworn statement in the petition and of the testimony of Petitioner [include if applicable: and other witnesses] and of the evidence and argument of counsel, the Court finds it necessary and proper to issue a warrant to take physical custody of [name[s] of child[ren]] immediately. The Court finds the following facts form a justifiable basis on which this Court has concluded a likelihood of imminent serious physical harm of [name[s] of child[ren]] or of [name[s] of child[ren]]'s removal from Texas: [recite facts on which a conclusion of imminent serious physical harm or removal from Texas is based].

IT IS THEREFORE ORDERED that a Warrant to Take Physical Custody of Child immediately be issued commanding any law enforcement officer within Texas to take physical custody immediately of [name[s] of child[ren]], [a] child[ren], and to place the child[ren] safely into the possession of [name of person or agency] at [address, city,] Texas, pending further order of the Court.

Select one of the following, depending on the court's schedule.

The [person/agency] with whom the child[ren] [is/are] placed is ORDERED to produce the child[ren] and Respondent[s], [**name[s] of respondent[s]**], [is/are] ORDERED to appear before this Court in its courtroom at [**time**] on the next judicial day after this warrant is executed, at which time and place a hearing shall be held to determine the right to possession of the child[ren].

Or

The [person/agency] with whom the child[ren] [is/are] placed is ORDERED to produce the child[ren] and Respondent[s], [**name[s] of respondent[s]**], [is/are] ORDERED to appear before this Court in its courtroom on [**date**] at [**time**], at which time and place a hearing shall be held to determine the right to possession of the child[ren]. It is impossible for the Court to hold the hearing before that date.

Continue with the following.

IT IS ORDERED that the following conditions on the placement of the child[ren] are imposed to ensure the appearance of the child[ren] and the child[ren]'s custodian: [**state conditions**].

Include the following if applicable.

Based on the testimony heard by the Court that a less intrusive remedy would not be effective, IT IS ORDERED that law enforcement officers executing this warrant may enter private property to take physical custody of the child[ren].

Include the following if applicable.

Due to the exigent circumstances of this case, IT IS ORDERED that law enforcement officers may make a forcible entry at any hour in order to execute this warrant.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 36-26

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Warrant to Take Physical Custody of Child

STATE OF TEXAS)

TO ANY SHERIFF OR ANY CONSTABLE WITHIN THE STATE OF TEXAS:

Cause No. **[number]**, styled “**[style of case]**,” is pending in the **[designation]** Court of **[county]** County, Texas.

On **[date]** the Court signed its order in that case ordering the issuance of this Warrant to Take Physical Custody of Child. A certified copy of the order is attached to this warrant.

The Court finds the following facts form a justifiable basis on which this Court has concluded a likelihood of imminent serious physical harm of **[name[s] of child[ren]]** or of **[name[s] of child[ren]]**’s removal from Texas: **[recite facts on which a conclusion of imminent serious physical harm or removal from Texas is based]**.

You are therefore COMMANDED to take physical custody immediately of **[name[s] of child[ren]]**, **[a]** child[ren], and to place the child[ren] safely into the possession of **[name of person or agency]** at **[address, city]**, Texas, pending further order of the Court.

The following conditions on the placement of the child[ren] are imposed to ensure the appearance of the child[ren] and the child[ren]’s custodian: **[state conditions]**.

Include the following if applicable.

While executing this warrant, you are authorized to enter private property to take physical custody of the child[ren].

Include the following if applicable.

While executing this warrant, you are authorized to make a forcible entry at any hour in order to execute this warrant.

Continue with the following.

The [title of petition seeking enforcement of child custody determination] is set for hearing on _____ at _____ .M. in [designation and location of court].

ISSUED on _____.

Judge

Return

I received the citation, the [title of petition seeking enforcement of child custody determination], the Request for Warrant to Take Physical Custody of Child, the Order for Issuance of Warrant to Take Physical Custody of Child, and this Warrant to Take Physical Custody of Child on _____ at _____ .M. On _____ at _____ .M. I executed them by personally delivering a copy of these documents to [name[s] of respondent[s]], having endorsed the date of delivery on the copy of the citation, and by taking physical custody of the [body/bodies] of [name[s] of child[ren]] and placing [him/her/them] into the possession of [name of person or agency] at [address, city], Texas, as directed in the warrant.

I actually and necessarily traveled _____ miles in executing this warrant, and my fees are \$ _____.

This original returned on _____.

[Sheriff/Constable] of
_____ County, Texas

By: _____
Deputy

Form 36-27

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Petition for Enforcement of Child Custody Determination

On [date] the Court heard Petitioner's Petition for Enforcement of Child Custody Determination.

Appearances

Petitioner, [name of petitioner], appeared through attorney of record, [name of attorney], and announced ready.

Respondent, [name of respondent],

Select one of the following.

appeared in person and announced ready.

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

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

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

Include the following if applicable.

The child[ren] the subject of this suit, [name[s] of child[ren]], also appeared before the Court.

Jurisdiction

The Court finds that it has jurisdiction over the parties to this suit and jurisdiction under chapter 152 of the Texas Family Code to enforce the child custody determination the subject of this suit.

Include the following findings and order if the petition is granted.

Findings

The Court finds that, pursuant to the child custody determination issued by the [**designation**] court in cause number [**number**], Petitioner, [**name of petitioner**], is entitled to immediate physical custody of the child[ren], [**name[s] of child[ren]**].

Order

IT IS ORDERED that Petitioner may take immediate physical custody of the child[ren], [**name[s] of child[ren]**], and that Respondent, [**name of respondent**], shall relinquish immediate physical custody of the child[ren] to Petitioner, [**name of petitioner**], at _____ o'clock, _____.M. at [**address**].

Include the following findings and order if the petition is denied.

Findings

Select one of the following.

The Court finds that the child custody determination sought to be enforced has not been registered and confirmed under section 152.305 of the Texas Family Code and that the issuing court did not have jurisdiction under subchapter C of chapter 152 of the Texas Family Code.

Or

The Court finds that the child custody determination sought to be enforced has not been registered and confirmed under section 152.305 of the Texas Family Code and that the child custody determination has been vacated, stayed, or modified by a court of a state having jurisdiction to do so under subchapter C of chapter 152 of the Texas Family Code.

Or

The Court finds that the child custody determination has not been registered and confirmed under section 152.305 of the Texas Family Code and that Respondent was entitled to notice, but notice was not given in accordance with the standards of section 152.108 of the Texas Family Code, in the proceedings before the court that issued the order for which enforcement is sought.

Or

The Court finds that the child custody determination sought to be enforced was registered and confirmed under section 152.305 of the Texas Family Code but has been vacated, stayed, or modified by a court of a state having jurisdiction to do so under subchapter C of chapter 152 of the Texas Family Code.

Order

IT IS ORDERED that Petitioner's Petition for Enforcement of Child Custody Determination is DENIED.

Continue with the following as applicable.

IT IS ORDERED that [Petitioner/Respondent], [name], is awarded a judgment of [number] dollars (\$[amount]) against [Respondent/Petitioner], [name], for [his/her] necessary and reasonable expenses incurred during the course of this proceeding for [include as applicable: costs, communication expenses, attorney's fees, investigative fees, expenses for witnesses, travel expenses, child care expenses]. The judgment shall bear interest at [percent] percent per

year compounded annually from the date the judgment is signed until paid, for which let execution issue.

And/Or

IT IS ORDERED that [**specify any orders issued by the court for the assistance of law enforcement officials or to set a further hearing to determine whether additional relief is appropriate**].

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Chapter 40
Original Suit Affecting Parent-Child Relationship

Form 40-1	Original Petition in Suit Affecting the Parent-Child Relationship.	447
Form 40-2	Petitioner’s Supporting Affidavit.	481
Form 40-3	Temporary Restraining Order and Order Setting Hearing for Temporary Orders	484
Form 40-4	Notice of Hearing for Temporary Orders and Order to Appear.	493
Form 40-5	Temporary Orders in Suit Affecting the Parent-Child Relationship	502
Form 40-6	Order in Suit Affecting the Parent-Child Relationship	552

Form 40-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition in Suit Affecting the Parent-Child Relationship**1. Discovery Level**
*TRCP 190.1**1. Discovery Level*

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

**2. Objection to Assignment of
Case to Associate Judge**
*§ 201.005**2. Objection to Assignment of Case to Associate Judge*

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. Parties
*§ 102.008(b)(3);
TCPRC § 30.014**3. Parties*

This suit is brought by [name of petitioner], Petitioner. [The last three
numbers of Petitioner's driver's license number are [numbers]./Petitioner has
not been issued a driver's license.] [The last three numbers of Petitioner's

Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

Respondent is [name of respondent].

Select [3.A.](#) or [3.B.](#)

3.A. Petitioner Not Related to Child[ren]

Petitioner is not related to the child[ren] the subject of this suit.

Or

3.B. Petitioner's Relationship to Child[ren]

Petitioner is the [relationship] of the child[ren] the subject of this suit.

Continue with [3.C.](#)

3.C. Petitioner's Interest in Child[ren]
§§ 102.003, 102.004, 154.303

Petitioner has standing to bring this suit in that [state facts that bring petitioner within Texas Family Code section[s] 102.003, 102.004, and/or 154.303].

4. Jurisdiction
§§ 102.002, 102.008(b)(1),
155.001, 155.101

4. Jurisdiction

No court has continuing jurisdiction of this suit or of the child[ren] the subject of this suit.

5. Child[ren]
 § 102.008(b)(2)

5. Child[ren]

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

Repeat above information for each additional child.

6. Person[s] Entitled to Citation
 § 102.009

6. Person[s] Entitled to Citation

If the parents are of the same sex, amend
 6.A. and 6.B. as appropriate.

Do not include 6.A. if the mother is the petitioner.

6.A. Mother
 § 102.008(b)(4)

The mother of the child[ren] the subject of this suit is [name of mother].

• **Service**
 § 102.009(a)(7)

Select one of the following.

1. Personal

Process should be served [include if applicable: at [address, city, state,
 zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Continue with the following if applicable. Do not include 6.B. if the father is the petitioner.

6.B. *Father*
§ 102.008(b)(4)

The father of the child[ren] the subject of this suit is [**name of father**].
[Include if applicable: [**Name of father**]'s paternity is evidenced by an unrescinded and uncontested acknowledgment of paternity of the child[ren] filed with the vital statistics unit on [**date**].]

• *Service*
§ 102.009(a)(7)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable: at [address, city, state, zip code]**].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Continue with the following, selecting 6.C.1. or 6.C.2.

6.C. Court-Ordered Relationships**6.C.1. None Existing**

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

Or

6.C.2. Court-Ordered Relationships
§ 102.008(b)(5)–(7)

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

- **Service**
§ 102.009

If 6.C.2. is used, select one of the following.

1. Personal

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. Waiver

No service is necessary at this time.

3. Substituted
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Repeat [6.C.2.](#) for each additional person having a court-ordered relationship with the child(ren).

If appropriate, include provisions for service on a man who has filed a notice of intent to claim paternity and/or on the Department of Family and Protective Services as required by [Tex. Fam. Code § 102.009\(a\)\(9\), \(10\)](#).

Include [6.D.](#) if any party resides outside Texas.

6.D. UCCJEA Information

§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [**exhibit number/letter**].

7. Nonresident Entitled to Citation

§ 102.011

7. Nonresident Entitled to Citation

[**Name of nonresident**], named above, is a nonresident of Texas.

Select one or more of [7.A.](#)–[7.H.](#)

7.A. Child[ren] Reside[s] in Texas

§ 102.011(b)(3)

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

7.B. Former Resident

§ 102.011(b)(4)

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

7.C. Payment of Prenatal Expenses or Support
§ 102.011(b)(5)

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

7.D. In-State Intercourse
§ 102.011(b)(6)

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

7.E. Personal Service of Citation
§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

7.F. Submission to Jurisdiction
§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

7.G. Paternity Registry/AOP
§ 102.011(b)(7)

The nonresident person [registered with the paternity registry maintained by the vital statistics unit/signed an acknowledgment of paternity of a child born in Texas who is the subject of this suit] as provided by chapter 160 of the Texas Family Code.

**7.H. Other Long-Arm
Jurisdiction Facts**
§ 102.011(b)(8)

State other facts required for long-arm jurisdiction.

Repeat for each additional nonresident.

8. Insurance Information
§§ 154.181(b), 154.1815(c)

• *Required*

8. Insurance Information

Information required by sections 154.181(b) and 154.1815(c) of the Texas Family Code is provided in the statement attached as Exhibit [**exhibit number/letter**].

9. Property
§ 102.008(b)(9)

9. Property

9.A. No Property

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

Or

9.B. Property

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: [**describe and state value of property for each child**].

10. Protective Order Statement
§ 102.008(b)(11)

10. Protective Order Statement

Select **10.A.** if no order is in effect and no application is pending. Include **10.B.** if one or more orders are in effect. Include **10.C.** if one or more applications are pending.

10.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

10.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

10.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with

regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [date] in the [designation] Court in Cause No. [number]. [Repeat as applicable if more than one application is pending.]

11. Conservatorship
§ 153.005(a)

At least one managing conservator must be appointed if the parents are or will be separated. [Tex. Fam. Code § 153.005\(a\)](#).

11. Conservatorship

Select [11.A.](#), [11.B.](#), [11.C.](#), or [11.D.](#)

11.A. Agreement
§ 153.007

The parents of the child[ren] are or will be separated. Petitioner believes that the parties will enter into a written agreement containing provisions for conservatorship of, possession of, and access to the child[ren]. If such an agreement is not made, Petitioner requests the Court to make orders for conservatorship of, possession of, and access to the child[ren].

Or

11.B. Petitioner Permanent Joint Managing Conservator

The parents of the child[ren] are or will be separated. [Include if applicable: The appointment of the parents as joint managing conservators would [include if appointment of nonparent is sought: not] be in the best interest of the child[ren].] It is in the best interest of the child[ren] that Petitioner and [name] be appointed joint managing conservators of the child[ren]. [Include if applicable: Petitioner requests the Court to apportion the rights and duties of a parent set out in section 153.132 of the Texas Family Code.]

Include [11.B.1.](#) if the petitioner seeks primary custody.

11.B.1. Primary Custody

Petitioner should be designated as the conservator who has the exclusive right to designate the primary residence of the child[ren]. **[Include if applicable: The primary residence of the child[ren] should be restricted to [geographic area].]** **[Include if applicable: The Court should [award Petitioner the exclusive right to enroll the child[ren] in school/order the parties to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence/order the parties to enroll the child[ren] as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school [repeat for each child if more than one]].]**

[11.B.2.](#) may be included if the petitioner does not seek primary custody.

11.B.2. Restriction of Residence

The primary residence of the child[ren] should be restricted to **[geographic area]**. **[Include if applicable: The Court should [order the parties to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence/order the parties to enroll the child[ren]] as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school [repeat for each child if more than one]].]**

Or

11.C. Petitioner Permanent Sole Managing Conservator

See [Tex. Fam. Code § 162.002\(b\)](#) and include any appropriate sworn statements. (See form [53-25](#).) For the standard to be applied when a nonparent seeks managing conservatorship, see *Troxel v. Granville*, 530 U.S. 57 (2000); *Brook v. Brook*, [881 S.W.2d 297](#) (Tex. 1994); and *Lewelling v. Lewelling*, [796 S.W.2d 164](#) (Tex. 1990).

The parents of the child[ren] are or will be separated. The appointment of the parents as joint managing conservators would not be in the best interest of the child[ren]. It is in the best interest of the child[ren] that Petitioner be appointed sole managing conservator of the child[ren]. **[Include if applicable:** There should be no restriction on the geographic area within which Petitioner may designate the primary residence of the child[ren]. Alternatively, if the primary residence of the child[ren] is restricted to a geographic area, that area should include **[geographic area].]**

Or

11.D. Petitioner Permanent Possessory Conservator

The parents of the child[ren] are or will be separated. It is in the best interest of the child[ren] that Petitioner be appointed possessory conservator of the child[ren]. Petitioner requests the Court to make orders for the terms and conditions of Petitioner's conservatorship and possession of and access to the child[ren] **[include if applicable: , including affording Petitioner alternative beginning and ending possession times pursuant to section 153.317 of the Texas Family Code].** **[Include if applicable:** The primary residence of the child[ren] should be restricted to **[geographic area].]**

Include 11.E.–11.O. as applicable.

11.E. Election of Alternative Possession Times

If the Court renders the standard possession order set forth in chapter 153 of the Texas Family Code, Petitioner elects [all the alternative beginning and ending possession times set forth in section 153.317(a) of the Texas Family Code to which Petitioner is entitled/the alternative beginning and ending possession times set forth in section 153.317(a)](**[specify subsection(s) of Code**

section 153.317(a) containing alternative time(s) being elected]) of the Texas Family Code].

11.F. Declining Alternative Possession Times

If the Court renders the standard possession order set forth in chapter 153 of the Texas Family Code, Petitioner declines [all the alternative beginning and ending possession times provided in section 153.3171(a) of the Texas Family Code to which Petitioner is entitled/the alternative beginning and ending possession times provided in section 153.3171(a) that are set forth in section 153.317(a)([specify subsection(s) of Code section 153.317(a) containing alternative time(s) being declined])] of the Texas Family Code].

11.G. History or Pattern of Family Violence or Child Abuse or Child Neglect, or Final Protective Order Against Respondent
§ 153.005(c)

Select 11.G.1., 11.G.2., and/or 11.G.3. as applicable.

11.G.1. Family Violence
§ 153.005(c)(1)

Preceding the filing of this suit, Respondent has engaged in a history or pattern of family violence, as defined by section 71.004 of the Texas Family Code.

And/Or

11.G.2. Child Abuse or Neglect
§ 153.005(c)(2)

Preceding the filing of this suit, Respondent has engaged in a history or pattern of [child abuse/child neglect/child abuse and child neglect].

And/Or

11.G.3. Final Protective Order
§ 153.005(c)(3)

Preceding the filing of this suit, a final protective order was rendered against Respondent.

Continue with [11.G.4.](#)

11.G.4. Request

Petitioner requests that the Court consider this conduct in appointing Petitioner as sole managing conservator or the parties as joint managing conservators.

11.H. Electronic Communication
§ 153.015(b)

Petitioner requests the Court to order reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

**11.I. Parenting Coordinator/
Facilitator**
§§ 153.603(d), 153.605(a),
(b), 153.6051(a), (b)

Petitioner requests the Court to appoint a parenting [coordinator/facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is good cause for appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in that [**specify good cause**], and the appointment would be in the best interest of the child[ren].]

11.J. Military Duty
§§ 153.703–.707

11.J.1. Military Duty of Petitioner
§§ 153.703–.704

Petitioner [has been/will be] ordered to [military deployment/military mobilization/temporary military duty] that involves moving a substantial dis-

tance from Petitioner's residence so as to materially affect Petitioner's ability to exercise Petitioner's rights and duties in relation to the child[ren].

If Petitioner is awarded the exclusive right to designate the primary residence of the child[ren], Petitioner requests the Court to render a temporary order appointing [name] the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty]. If Respondent is appointed the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty], Petitioner requests the Court to award to [name] the same visitation to which Respondent is entitled immediately before the temporary order.

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], in addition to a possession order for Petitioner, Petitioner requests the Court to render a temporary order awarding to [name] the same visitation to which Petitioner would be entitled if not ordered to [military deployment/military mobilization/temporary military duty].

The requested orders are in the best interest of the child[ren].

Or

11.J.2. *Military Duty of
Respondent*
§ 153.705

Respondent [has been/will be] ordered to [military deployment/military mobilization/temporary military duty] that involves moving a substantial distance from Respondent's residence so as to materially affect Respondent's ability to exercise Respondent's rights and duties in relation to the child[ren].

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], Petitioner requests the Court to render a temporary order appointing Petitioner the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Respondent's [military deployment/military mobilization/temporary military duty]. This appointment would be in the best interest of the child[ren].

Include 11.J.3. if applicable.

**11.J.3. Testimony & Evidence by
Electronic Means**
§ 153.707(c)

Petitioner requests the Court, after reasonable advance notice and for good cause shown, to allow Petitioner to present testimony and evidence by electronic means, including by teleconference or through the Internet.

Include 11.J.4. if applicable.

11.J.4. Expedited Hearing
§ 153.707(a)

Petitioner requests the Court to grant an expedited hearing.

11.K. Adult Disabled Child
§ 154.309

[Name of child], an adult child the subject of this suit, requires substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support. The disability existed or its cause was known to exist before or on [name of child]'s eighteenth birthday. Petitioner should be granted possession of or access to [name of child] as is appropriate under the circumstances.

**11.L. Security for Possession and
Access**
§ 153.011

Respondent may violate the Court's orders relating to Respondent's possessory interest in the child[ren]. Petitioner requests the Court to order Respondent to execute a bond or deposit security in a reasonable amount, conditioned on Respondent's compliance with the Court's orders concerning possession of and access to the child[ren].

11.M. International Abduction
§ 153.501

Petitioner requests the Court to determine whether there is a risk of international abduction of the child[ren] by Respondent and to take such measures as are necessary to protect the child[ren].

**11.N. Respondent Committed
Family Violence or Sexual
Offense Resulting in
Pregnancy**
§ 153.004(d)

**11.N.1. Respondent Committed
Family Violence**
§ 153.004(d)(1)

Respondent has a history or pattern of committing family violence during the two-year period preceding the date of filing of this suit. Petitioner requests the Court to deny Respondent access to the child[ren]. Alternatively, if the Court finds that awarding Respondent 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], Petitioner requests that the Court render a possession order that is designed to protect the safety and well-being of the child[ren] and any other person who has been a victim of family violence committed by Respondent, including but not limited to ordering that the periods of access be continuously supervised by an entity or person chosen by the Court,

ordering that the exchange of possession of or access to the child[ren] occur in a protective setting, [**include if applicable:** ordering Respondent to refrain from the consumption of alcohol or a controlled substance within the twelve hours before or during each of Respondent's periods of possession of or access to the child[ren],] and ordering Respondent to attend and complete a battering intervention and prevention program or, if such a program is not available, to complete a course of treatment with a mental health professional in accordance with section 153.010 of the Texas Family Code.

**11.N.2. Respondent Committed
Sexual Offense Resulting
in Victim's Pregnancy with
Child
§ 153.004(d)(2)**

Respondent has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code and, as a direct result of the conduct, the victim of the conduct became pregnant with Respondent's child, [**name of child**]. Petitioner requests the Court to deny Respondent access to the child. Alternatively, if the Court finds that awarding Respondent access to the child would not endanger the child's physical health or emotional welfare and would be in the best interest of the child, Petitioner requests that the Court render a possession order that is designed to protect the safety and well-being of the child, including but not limited to ordering that the periods of access be continuously supervised by an entity or person chosen by the Court [,/and] ordering that the exchange of possession of or access to the child occur in a protective setting [**include if applicable:** , and ordering Respondent to refrain from the consumption of alcohol or a controlled substance within the twelve hours before or during each of Respondent's periods of possession of or access to the child].

**11.O. History of Family Violence
or Child Abuse or Neglect**
§ 153.004(e), (f)

There is a history or pattern of [child neglect/child abuse/family violence/child neglect and abuse/child neglect and family violence/child abuse and family violence/child abuse, child neglect, and family violence] committed by [Respondent/[name], who [resides in Respondent's household/is permitted by Respondent to have unsupervised access to the child[ren] during Respondent's periods of possession of or access to the child[ren]]]. **[Include if applicable:** A protective order was rendered under chapter 85 of title 4 of the Texas Family Code against [Respondent/[name]] during the two-year period preceding the date of filing of this suit.] Petitioner requests the Court to deny Respondent access to the child[ren]. Alternatively, Petitioner requests that the Court render a possession order that provides that Respondent's periods of visitation be continuously supervised by an entity or person chosen by the Court.

12. Support
§ 154.001

12. Support

12.A. Child[ren]

Petitioner requests that Respondent be ordered to provide support for the child[ren], including the payment of child support and medical and dental support, in the manner specified by the Court. Petitioner requests that the payments for the support of the child[ren] survive the death of Respondent and become the obligations of Respondent's estate.

And/Or

12.B. Disabled Child

§ 154.302

12.B.1. Minor Disabled Child

[Name of child], a child the subject of this suit, requires substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support. Petitioner requests the Court to order that [name of respondent], Respondent, make payments for the support of this child and that payments be continued after the child's eighteenth birthday and extended for an indefinite period.

And/Or

12.B.2. Adult Disabled Child

[Name of child], an adult child the subject of this suit, requires substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support. The disability existed or its cause was known to exist before or on [name of child]'s eighteenth birthday. Petitioner requests the Court to order that [name of respondent], Respondent, make payments for the support of this child and that payments be extended for an indefinite period.

Include 12.C. – 12.E. as applicable.

12.C. Child in School beyond 18 Years

§§ 154.001, 154.002

Tex. Fam. Code § 154.002 may not provide for children in home schooling.

[Name of child], a child the subject of this suit, is enrolled [under chapter 25 of the Texas Education Code in an accredited secondary school in a program leading toward a high school diploma and is complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education

Code/under section 130.008 of the Texas 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/ 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]. Petitioner requests the Court to order that payments for the support of this child be continued until the end of the month in which the child graduates from high school.

12.D. Security for Child Support
§ 157.109

[Respondent is employed by an employer not subject to the Court's jurisdiction./It is unworkable or inappropriate under existing circumstances for the Court to order withholding from Respondent's earnings for child support.] Petitioner requests the Court to order Respondent to execute a bond or post security payable through the registry of the Court to Petitioner, conditioned on Respondent's payment of child support.

12.E. Life Insurance
§ 154.016

Petitioner requests the Court to order Respondent to obtain and maintain a life insurance policy payable to Petitioner for the benefit of the child[ren] to be applied toward Respondent's support obligation under the child support order in the event of Respondent's death.

13. Temporary Orders

§ 105.001

13. Request for Temporary Orders

Petitioner requests the Court, after notice and hearing, to make temporary orders for the safety and welfare of the child[ren], including but not limited to the following:

Select one or more of the following.

13.A. Temporary Joint Managing Conservators

§ 105.001(a)(1)

Appointing Petitioner and [name] temporary joint managing conservators [include the following if applicable: , and designating Petitioner as the conservator who has the exclusive right to designate the primary residence of the child[ren]]. [Include if applicable: Petitioner requests the Court to apportion the rights and duties of a parent set out in section 153.132 of the Texas Family Code.]

Or

13.B. Temporary Sole Managing Conservator

§ 105.001(a)(1)

Appointing Petitioner temporary sole managing conservator.

And/Or

13.C. Temporary Support§§ 105.001(a)(2), 101.0095,
101.020

Ordering Respondent to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while this case is pending.

And/Or

**13.D. Temporary Possessory
Conservator**
§ 105.001(a)(1)

Appointing Petitioner temporary possessory conservator.

Include 13.E.–13.T. as applicable.

13.E. Electronic Communication
§ 153.015(b)

Ordering reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

13.F. Military Duty
§§ 153.701–.707

13.F.1. Military Duty of Petitioner

If Petitioner is awarded the exclusive right to designate the primary residence of the child[ren], appointing [name] the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty] or, if Respondent is appointed the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty], awarding to [name] the same visitation to which Respondent is entitled immediately before the temporary order.

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], in addition to a possession order for Petitioner, awarding to [name] the same visitation to which Petitioner would be entitled if not ordered to [military deployment/military mobilization/temporary military duty].

Or

13.F.2. Military Duty of Respondent

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], appointing Petitioner the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Respondent's [military deployment/military mobilization/temporary military duty].

Include the following if applicable.

13.F.3. Testimony & Evidence by Electronic Means

After reasonable advance notice and for good cause shown, allowing Petitioner to present testimony and evidence by electronic means, including by teleconference or through the Internet.

13.G. Residence Restriction

§§ 105.001(a)(1), (4),
153.134(b)(1)(A)

Restricting the primary residence of the child[ren] to [geographic area].

13.H. School Enrollment

§ 105.001(a)

[Awarding Petitioner the exclusive right to enroll the child[ren] in school./Ordering the parties to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence./Ordering the parties to enroll the child[ren] as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school [repeat for each child if more than one].]

13.I. Travel Restriction

§ 105.001(a)(4)

Enjoining Respondent from removing the child[ren] beyond [geo-graphic area], acting directly or in concert with others.

13.J. Denial or Restriction of Possession or Access

§ 153.004(d), (d–1), (e)

Denying Respondent access to the child[ren] or, alternatively, rendering a possession order [in accordance with section 153.004(d–1)(2) of the Texas Family Code/providing that Respondent’s periods of visitation be continuously supervised]. [If Tex. Fam. Code §§ 153.501–.503 (international parental abduction risk) apply, see form [55-1](#) for further restrictions.]

13.K. Child Custody Evaluation

§ 107.103

Ordering the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties [include if applicable: , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

13.L. Psychological or Psychiatric Evaluation

TRCP 204.4

Ordering the [psychological/psychiatric] evaluation of [name[s]] and the child[ren].

13.M. Parent Education and Family Stabilization Course

§ 105.009

Ordering the parties to attend a parent education and family stabilization course.

**13.N. Parenting Coordinator/
Facilitator**

§§ 153.605(a), (b),
153.6051(a), (b)

Appointing a parenting [coordinator/facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is good cause for appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in that [**specify good cause**], and the appointment would be in the best interest of the child[ren].]

13.O. Ad Litem or Amicus

§§ 107.001, 107.021

13.O.1. Guardian Ad Litem

Appointing a guardian ad litem to represent the best interests of the child[ren].

Or

13.O.2. Attorney Ad Litem

Appointing an attorney ad litem to provide legal services for the child[ren].

Or

13.O.3. Amicus Attorney

Appointing an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

13.P. Tax Returns

§ 154.063

Ordering Respondent to produce copies of income tax returns for tax years [**years**], a financial statement, and current pay stubs by a date certain.

13.Q. ADR Participation

§ 153.0071;

TCPRC § 154.021

Ordering the parties to participate in an alternative dispute resolution process before trial of this matter.

13.R. Execution of Releases

Ordering Respondent to execute all necessary releases required by Petitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.

Ordering Respondent to execute all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508 to permit Petitioner to obtain health-care information regarding the child[ren].

Ordering Respondent to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Petitioner pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

Ordering Respondent to designate Petitioner as a person to whom protected health information regarding the child[ren] may be disclosed whenever Respondent executes an authorization for disclosure of protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

13.S. Interim Attorney's Fees

§ 105.001(a)(5)

Ordering Respondent to pay reasonable interim attorney's fees and expenses.

13.T. Pretrial Conference
TRCP 166

Ordering a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

If no temporary restraining order is sought, skip to [15.](#)

**14. Combined TRO and
Temporary Injunction**

14. Request for Temporary Restraining Order

Petitioner requests the Court to dispense with the necessity of a bond, and Petitioner requests that Respondent be temporarily restrained immediately, without hearing, and after notice and hearing be temporarily enjoined, pending the further order of this Court, from:

**14.A. Ex Parte Temporary Orders
without Affidavit**
§ 105.001(a)(3), (b)

1. *Disturbing Child[ren] or
Another Party*
§ 105.001(a)(3)

Disturbing the peace of the child[ren] or of another party.

And/Or

2. *Withdrawing Child[ren] from
School or Day Care*

Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

3. *Hiding Child[ren] from
Petitioner*

Hiding or secreting the child[ren] from Petitioner.

And/Or

4. *Disparaging Remarks*

Making disparaging remarks regarding Petitioner [include if applicable:
or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

5. *Consumption of Alcohol*

Consuming alcohol within the [number] hours before or during each of
Respondent's periods of possession of or access to the child[ren].

And/Or

6. *Affecting Health or Dental
Insurance*

Canceling, altering, failing to renew or pay premiums on, or in any man-
ner affecting the level of coverage that existed at the time this suit was filed of,
any health or dental insurance policy insuring the child[ren].

Continue with the following if appropriate.

**14.B. Ex Parte Parent-Child
Orders with Affidavit
§ 105.001(c)**

As the basis for the extraordinary relief requested below, Petitioner
would show that before the filing of this petition Respondent has engaged in
the conduct stated in the affidavit attached as Exhibit [exhibit number/letter].
Based on that affidavit, Petitioner requests the Court to grant the following
relief:

1. *Attaching Child[ren]*
§ 105.001(c)(1)

Issue an order attaching the [body/bodies] of the child[ren], [name[s]].

And/Or

2. *Taking Possession of
Child[ren]
§ 105.001(c)(2)*

Issue an order taking the child[ren], [name[s]], into possession of
[Petitioner/the Court].

And/Or

3. *Excluding Respondent from
Child[ren]
§ 105.001(c)(3)*

Issue an order excluding Respondent from possession of or access to the
child[ren], [name[s]].

15. is required if a temporary injunction is desired that requests relief in addition to the making of the TRO into a temporary injunction or if there is not a TRO and a temporary injunction is desired.

**15. Temporary Orders and
Injunction**

15. Request for Temporary Orders and Injunction

Petitioner requests the Court to dispense with the necessity of a bond,
and Petitioner requests that, after notice and hearing, Respondent be further
restrained and enjoined, pending the further order of the Court, from:

**15.A. Disturbing Child[ren] or
Another Party
§ 105.001(a)(3)**

Disturbing the child[ren] or Petitioner or interfering in any way with
Petitioner's possession of the child[ren] by taking or attempting to take posses-
sion of the child[ren], directly or through any other person, from the residence,
school, or any other place.

And/Or

**15.B. Withdrawing Child[ren] from
School or Day Care**

Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

**15.C. Hiding Child[ren] from
Petitioner**

Hiding or secreting the child[ren] from Petitioner.

And/Or

15.D. Disparaging Remarks

Making disparaging remarks regarding Petitioner [include if applicable: or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

15.E. Consumption of Alcohol

Consuming alcohol within the [number] hours before or during each of Respondent's periods of possession of or access to the child[ren].

And/Or

**15.F. Affecting Health or Dental
Insurance**

Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any health or dental insurance policy insuring the child[ren].

Include 16. if applicable.

16. Request for Permanent Injunction*16. Request for Permanent Injunction*

Petitioner requests the Court, after trial on the merits, to grant the following permanent injunction[s]: **[specify]**.

For request for temporary orders pending appeal, see form [3-47](#).

17. Attorney's Fees, Expenses, Costs, and Interest
§§ 106.001, 106.002*17. Request for Attorney's Fees, Expenses, Costs, and Interest*

It was necessary for Petitioner to secure the services of **[name of attorney]**, a licensed attorney, to preserve and protect the child[ren]'s rights. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Respondent and be ordered paid directly to Petitioner's attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

18. Prayer*18. Prayer*

- *Required in All Petitions*

Petitioner prays that citation and notice issue as required by law and that the Court enter its orders in accordance with the allegations contained in this petition.

If a TRO is requested, continue with the following.

- *Combined TRO and Temporary Injunction*

Petitioner prays that the Court immediately grant a temporary restraining order restraining Respondent, in conformity with the allegations of this petition, from the acts set forth above, and Petitioner prays that, after notice and hearing, this temporary restraining order be made a temporary injunction.

The following is required if a temporary injunction is desired that requests relief in addition to the making of the TRO into a temporary injunction or if there is not a TRO and a temporary injunction is desired.

- *Temporary Injunction*

Petitioner prays that the Court, [**include if applicable:** in addition to the temporary restraining order and temporary injunction prayed for above,] after notice and hearing, grant a temporary injunction enjoining Respondent, in conformity with the allegations of this petition, from the acts set forth above while this case is pending.

If a permanent injunction is requested, continue with the following.

- *Permanent Injunction*

Petitioner prays that, on final hearing, the Court enter a permanent injunction enjoining Respondent, in conformity with the allegations of this petition, from the acts set forth above.

Include the following if applicable.

- *Attorney's Fees, Expenses, Costs, and Interest*

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above.

And/Or

- *Temporary Relief Pending Appeal*

Petitioner prays that the Court grant the temporary relief pending appeal if the Court's final judgment is appealed, as requested above.

Continue with the following.

- *Required in All Petitions*

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit for citation by publication, see the relevant portion of form 40-2; for affidavit for citation by other substituted service, see form 8-23.

For affidavit providing information required under the UCCJEA, see form 56-1.

For statement regarding health and dental insurance information required under [Tex. Fam. Code §§ 154.181\(b\) and 154.1815\(c\)](#), see form 56-2.

For affidavit language for extraordinary relief, see form 40-2.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form 5-18.

Form 40-2

This form may be used as a basis for obtaining service of citation by publication and as a basis for obtaining extraordinary relief. The affidavit should state the basis for the affiant's personal knowledge of the facts alleged. See the practice notes at section 8.58 concerning affidavits generally.

Tex. R. Civ. P. 99 and 103–119 and Tex. Fam. Code §§ 102.009 and 102.010 govern the requirements of citation and notice. Citation is required only once. Tex. R. Civ. P. 109 requires an affidavit for citation by publication.

Except on a verified pleading or an affidavit in accordance with the Texas Rules of Civil Procedure, an order may not be entered attaching the body of the child, taking the child into the possession of the court or of a person designated by the court, or excluding a parent from possession of or access to a child. Tex. Fam. Code § 105.001(c).

Tex. Fam. Code § 152.209 requires that certain information be provided in any child custody proceeding if any party resides outside Texas. See form 56-1 for an affidavit for this purpose.

An unsworn declaration may be used in place of an affidavit. See section 8.58 and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petitioner's Supporting Affidavit

[Name of petitioner] appeared in person before me today and stated under oath:

“My name is **[name of petitioner]**. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“I am the Petitioner in this case.

1. Citation by Publication

Allege specific facts showing due diligence regarding attempts at personal service and continue with one of the following.

1.A. Residence Unknown
TRCP 109

“The residence of [name of person entitled to citation], a party in this case, is unknown to me. I have exercised due diligence to locate the whereabouts of this party and have been unable to do so.[”]

Or

1.B. Transient
TRCP 109

“[Name of person entitled to citation], a party in this case, is a transient person. I have exercised due diligence to locate the whereabouts of this party and have been unable to do so.[”]

Or

1.C. Absent from State
TRCP 109

“[Name of person entitled to citation], a party in this case, is absent from the state. I have attempted to obtain personal service of nonresident notice on this party as provided for in rule 108 of the Texas Rules of Civil Procedure and have been unable to do so.[”]

Or

1.D. Nonresident
TRCP 109

“[Name of person entitled to citation], a party in this case, is a nonresident of this state. I have attempted to obtain personal service of nonresident notice on this party as provided for in rule 108 of the Texas Rules of Civil Procedure and have been unable to do so.[”]

2. Extraordinary Relief
 § 105.001(c)

If extraordinary relief is sought regarding attaching a child, taking a child into the possession of the court or of a person designated by the court, or excluding a parent from the possession of a child, then, placing the statements in quotation marks, describe in detail, in the words of the affiant, the specific acts and threats of the respondent about harm to the child(ren) or removal of the child(ren). State facts that will inform the court who is principally caring for the child(ren) at this time.

[Name of petitioner]

SIGNED under oath before me on _____.

 Notary Public, State of Texas

Form 40-3

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Temporary Restraining Order and Order Setting Hearing for Temporary Orders

The application of Petitioner, [**name of petitioner**], for temporary restraining orders was presented to the Court today. The child[ren] the subject of this suit [is/are] [**name[s] of child[ren]**]. Respondent is [**name of respondent**].

1. *Temporary Restraining Order*

The Court examined the pleadings [**include if section 105.001(c) relief is sought:** and affidavit] of Petitioner and finds that Petitioner is entitled to a temporary restraining order [**include if third party[ies] involved:** and that unless Respondent is immediately restrained from the commission of the act[s] prohibited below, Respondent will commit [that/those] act[s] before notice of the hearing on temporary injunction can be served and a hearing had].

IT IS THEREFORE ORDERED that the clerk of this Court issue a temporary restraining order restraining Respondent, and Respondent is immediately restrained, from:

Select as required by petition.

1.A. *Disturbing Child[ren] or Another Party*

Disturbing the peace of the child[ren] or of another party.

And/Or

1.B. *Withdrawing Child[ren] from School or Day Care*

Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

1.C. *Hiding Child[ren] from Petitioner*

Hiding or secreting the child[ren] from Petitioner.

And/Or

1.D. *Disparaging Remarks*

Making disparaging remarks regarding Petitioner [include if applicable: or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

1.E. *Consumption of Alcohol*

Consuming alcohol within the [number] hours before or during each of Respondent's periods of possession of or access to the child[ren].

And/Or

1.F. *Affecting Health or Dental Insurance*

Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any health or dental insurance policy insuring the child[ren].

Continue with the following.

2. Required in All Restraining Orders

This restraining order is effective immediately and shall continue in force and effect until further order of this Court or until it expires by operation of law. This order shall be binding on Respondent; on Respondent's agents, servants, and employees; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise. The requirement of a bond is waived.

Include appropriate language if relief is sought under [Tex. Fam. Code § 105.001](#)(c) (attachment of child(ren), taking possession of child(ren), or excluding respondent from child(ren)).

3. Hearing for Temporary Relief

IT IS FURTHER ORDERED that the clerk shall issue notice to Respondent, [**name of respondent**], to appear, and Respondent is ORDERED to appear in person, [**include if applicable:** and to furnish information sufficient to accurately identify Respondent's net resources and ability to pay child support and to bring with [him/her] tax returns for the past two years, a financial statement substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form [4-2](#), and pay stubs for the past three months. IT IS ORDERED that Respondent shall appear with those documents] before this Court in the courthouse at [**address, city**], Texas, on _____ at _____.M. The purpose of the hearing is to determine whether, while this case is pending:

Select [3.A.](#)–[3.V.](#) as required by petition.

3.A. TRO Made Temporary Injunction

The preceding temporary restraining order should be made a temporary injunction pending final hearing.

3.B. Temporary Injunction

The additional temporary injunction prayed for should be granted.

3.C. Temporary Joint Managing Conservators

Petitioner and [name] should be appointed temporary joint managing conservators of the child[ren] [include if applicable: , and Petitioner should be designated as the conservator who has the exclusive right to designate the primary residence of the child[ren]].

3.D. Temporary Sole Managing Conservator

Petitioner should be appointed temporary sole managing conservator of the child[ren].

3.E. Temporary Support

Respondent should be ordered to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while this case is pending.

3.F. Temporary Possessory Conservator

Petitioner should be appointed temporary possessory conservator of the child[ren].

3.G. Electronic Communication
§ 153.015(b)

The Court should order reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

3.H. Military Duty
§§ 153.701–.707

3.H.1. Military Duty of Petitioner

If Petitioner is awarded the exclusive right to designate the primary residence of the child[ren], the Court should appoint [name] the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty] or, if Respondent is appointed the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty], the Court should award to [name] the same visitation to which Respondent is entitled immediately before the temporary order.

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], in addition to a possession order for Petitioner, the Court should award to [name] the same visitation to which Petitioner would be entitled if not ordered to [military deployment/military mobilization/temporary military duty].

Or

3.H.2. Military Duty of Respondent

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], the Court should appoint Petitioner the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Respondent's [military deployment/military mobilization/temporary military duty].

Include 3.H.3. if applicable.

**3.H.3. Testimony & Evidence by
Electronic Means**

After reasonable advance notice and for good cause shown, the Court should allow Petitioner to present testimony and evidence by electronic means, including by teleconference or through the Internet.

3.I. Residence Restriction
§§ 105.001(a)(1), (4),
153.134(b)(1)(A)

The primary residence of the child[ren] should be restricted to [geographic area].

3.J. School Enrollment
§ 105.001(a)

[Petitioner should be awarded the exclusive right to enroll the child[ren] in school./The parties should be ordered to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence./The parties should be ordered to enroll the child[ren] as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school [repeat for each child if more than one].]

3.K. Travel Restriction
§ 105.001(a)(4)

Respondent should be enjoined from removing the child[ren] beyond [geographic area], acting directly or in concert with others.

**3.L. Denial or Restriction of
Possession or Access**
§ 153.004(d), (d-1), (e)

Respondent should be denied access to the child[ren] or, alternatively, the Court should render a possession order [in accordance with section 153.004(d-1)(2) of the Texas Family Code/providing that Respondent's periods of visitation be continuously supervised]. [If **Tex. Fam. Code §§ 153.501–**

.503 (international parental abduction risk) apply, see form [55-1](#) for further restrictions.]

3.M. Child Custody Evaluation

The Court should order the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [,/and] the parties [include if applicable: , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

**3.N. Psychological or
Psychiatric Evaluation**

The Court should order the [psychological/psychiatric] evaluation of [name[s]] and the child[ren].

**3.O. Parent Education and
Family Stabilization Course**
§ 105.009

The Court should order the parties to attend a parent education and family stabilization course.

**3.P. Parenting Coordinator/
Facilitator**
§§ 153.605(a), (b),
153.6051(a), (b)

The Court should appoint a parenting [coordinator/facilitator/ coordinator or facilitator].

3.Q. Ad Litem or Amicus

3.Q.1. Guardian Ad Litem

The Court should appoint a guardian ad litem to represent the best interests of the child[ren].

Or

3.Q.2. Attorney Ad Litem

The Court should appoint an attorney ad litem to provide legal services for the child[ren].

Or

3.Q.3. Amicus Attorney

The Court should appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

3.R. ADR Participation

The Court should order the parties to participate in an alternative dispute resolution process before trial of this matter.

3.S. Tax Returns

The Court should order Respondent to produce copies of income tax returns for tax years [**years**], a financial statement, and current pay stubs by a date certain.

3.T. Execution of Releases

The Court should order Respondent to execute all necessary releases required by Petitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.

The Court should order Respondent to execute all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508 to permit Petitioner to obtain health-care information regarding the child[ren].

The Court should order Respondent to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Petitioner pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

The Court should order Respondent to designate Petitioner as a person to whom protected health information regarding the child[ren] may be disclosed whenever Respondent executes an authorization for disclosure of protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

3.U. Interim Attorney's Fees

The Court should order Respondent to pay reasonable interim attorney's fees and expenses.

3.V. Pretrial Conference

The Court should order a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

Include 3.W. if applicable.

3.W. Other Relief

The Court should make all other and further orders that are pleaded for or that are deemed necessary for the safety and welfare of the child[ren].

SIGNED on _____ at _____ .M.

JUDGE PRESIDING

Form 40-4

This form is not needed if form [40-3](#) requesting a temporary restraining order is used.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Hearing for Temporary Orders and Order to Appear

Notice is given to Respondent, [**name of respondent**], and Respondent is ORDERED to appear in person [**include if applicable:** and to furnish information sufficient to accurately identify Respondent's net resources and ability to pay child support and to bring with [him/her] tax returns for the past two years, a financial statement substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form [4-2](#), and pay stubs for the past three months. IT IS ORDERED that Respondent shall appear with those documents] before this Court in the courthouse at [**address, city**], Texas, on _____ at _____ .M. The child[ren] the subject of this suit [is/are] [**name[s] of child[ren]**]. Petitioner is [**name of petitioner**].

1. Temporary Injunction

One of the purposes of the hearing is to determine whether the temporary injunction prayed for should be granted to enjoin Respondent from the following:

Select as required by petition.

1.A. Disturbing Child[ren] or Another Party

Disturbing the peace of the child[ren] or of another party.

And/Or

1.B. Withdrawing Child[ren] from School or Day Care

Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

1.C. Hiding Child[ren] from Petitioner

Hiding or secreting the child[ren] from Petitioner.

And/Or

1.D. Disparaging Remarks

Making disparaging remarks regarding Petitioner [**include if applicable:** or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

1.E. Consumption of Alcohol

Consuming alcohol within the [number] hours before or during each of Respondent's periods of possession of or access to the child[ren].

And/Or

1.F. Affecting Health or Dental Insurance

Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any health or dental insurance policy insuring the child[ren].

Continue with the following.

2. Other Temporary Orders

Another purpose of this hearing is to determine whether, while this case is pending, the Court should make temporary orders, as necessary and equitable, on the following matters:

Select 2.A.–2.T. as required by petition.

2.A. Temporary Joint Managing Conservators

Petitioner and [name] should be appointed temporary joint managing conservators of the child[ren] [include if applicable: , and Petitioner should be designated as the conservator who has the exclusive right to designate the primary residence of the child[ren]].

2.B. Temporary Sole Managing Conservator

Petitioner should be appointed temporary sole managing conservator of the child[ren].

2.C. Temporary Support

Respondent should be ordered to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while this case is pending.

**2.D. Temporary Possessory
Conservator**

Petitioner should be appointed temporary possessory conservator of the child[ren].

2.E. Electronic Communication
§ 153.015(b)

The Court should order reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

2.F. Military Duty
§§ 153.701–.707**2.F.1. Military Duty of Petitioner**

If Petitioner is awarded the exclusive right to designate the primary residence of the child[ren], the Court should appoint [name] the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty] or, if Respondent is appointed the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Petitioner's [military deployment/military mobilization/temporary military duty], the Court should award to [name] the same visitation to which Respondent is entitled immediately before the temporary order.

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], in addition to a possession order for Petitioner, the Court should award to [name] the same visitation to which Petitioner would be entitled if not ordered to [military deployment/military mobilization/temporary military duty].

Or

2.F.2. Military Duty of Respondent

If Petitioner is not awarded the exclusive right to designate the primary residence of the child[ren], the Court should appoint Petitioner the designated person to exercise the exclusive right to designate the primary residence of the child[ren] during Respondent's [military deployment/military mobilization/temporary military duty].

Include [2.F.3.](#) if applicable.

2.F.3. Testimony & Evidence by Electronic Means

After reasonable advance notice and for good cause shown, the Court should allow Petitioner to present testimony and evidence by electronic means, including by teleconference or through the Internet.

2.G. Residence Restriction

The primary residence of the child[ren] should be restricted to [geographic area].

2.H. School Enrollment
§ 105.001(a)

[Petitioner should be awarded the exclusive right to enroll the child[ren] in school./The parties should be ordered to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence./The parties should be ordered to enroll the child[ren] as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school [repeat for each child if more than one].]

2.I. Travel Restriction

Respondent should be enjoined from removing the child[ren] beyond [geographic area], acting directly or in concert with others.

2.J. Denial or Restriction of Possession or Access
§ 153.004(d), (d–1), (e)

Respondent should be denied access to the child[ren] or, alternatively, the Court should render a possession order [in accordance with section 153.004(d–1)(2) of the Texas Family Code/providing that Respondent’s periods of visitation be continuously supervised]. [If **Tex. Fam. Code §§ 153.501–.503** (international parental abduction risk) apply, see form **55-1** for further restrictions.]

2.K. Child Custody Evaluation

The Court should order the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [,/and] the parties [include if applicable: , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

2.L. Psychological or Psychiatric Evaluation

The Court should order the [psychological/psychiatric] evaluation of [name[s]] and the child[ren].

2.M. Parent Education and Family Stabilization Course
§ 105.009

The Court should order the parties to attend a parent education and family stabilization course.

**2.N. Parenting Coordinator/
Facilitator**

§§ 153.605(a), (b),
153.6051(a), (b)

The Court should appoint a parenting [coordinator/facilitator/
coordinator or facilitator].

2.O. Ad Litem/Amicus

2.O.1. Guardian Ad Litem

The Court should appoint a guardian ad litem to represent the best inter-
ests of the child[ren].

Or

2.O.2. Attorney Ad Litem

The Court should appoint an attorney ad litem to provide legal services
for the child[ren].

Or

2.O.3. Amicus Attorney

The Court should appoint an amicus attorney to provide legal services
necessary to assist the Court in protecting the best interests of the child[ren].

2.P. ADR Participation

The Court should order the parties to participate in an alternative dispute
resolution process before trial of this matter.

2.Q. Tax Returns

The Court should order Respondent to produce copies of income tax
returns for tax years [**years**], a financial statement, and current pay stubs by a
date certain.

2.R. Execution of Releases

The Court should order Respondent to execute all necessary releases required by Petitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.

The Court should order Respondent to execute all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508 to permit Petitioner to obtain health-care information regarding the child[ren].

The Court should order Respondent to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Petitioner pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

The Court should order Respondent to designate Petitioner as a person to whom protected health information regarding the child[ren] may be disclosed whenever Respondent executes an authorization for disclosure of protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

2.S. Interim Attorney's Fees

The Court should order Respondent to pay reasonable interim attorney's fees and expenses.

2.T. Pretrial Conference

The Court should order a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

Include 2.U. if applicable.

2.U. Other Relief

The Court should make all other and further orders that are pleaded for
or that are deemed necessary for the safety and welfare of the child[ren].

SIGNED on _____ at _____ .M.

JUDGE PRESIDING

Form 40-5

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Temporary Orders in Suit Affecting the Parent-Child Relationship

1. *Date of Hearing*

On [date] the Court heard Petitioner's application for temporary orders.

2. *Appearances*

Appearances

2.A. *Petitioner*

1. *In Person and by Attorney*

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

Or

2. *Agreement*

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.

2.B. *Respondent*

Respondent, [name of respondent],

Select one of the following.

1. *In Person*

appeared in person and announced ready.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default)*

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

5. *Did Not Appear (Waiver)*

having waived issuance and service of citation by waiver duly filed, **[include if applicable: and having entered into this agreement as evidenced by Respondent's signature below,]** did not further appear.

6. *Did Not Appear (Agreement)*

did not appear in person but has agreed to the terms of this order as evidenced by Respondent's signature below.

Continue with the following as applicable.

2.C. Agreed Order

The parties have agreed to the terms of this order as evidenced by the signatures below.

2.D. Mediation

The parties have already attended mediation regarding temporary orders with **[name of mediator]**.

3. Jurisdiction*Jurisdiction*

The Court, after examining the record, [**include if applicable:** and the agreement of the parties] and hearing the evidence and argument of counsel, finds that all necessary prerequisites of the law have been legally satisfied and that this Court has jurisdiction of this case and of all the parties.

4. Conservatorship Orders*Conservatorship*

The following orders are for the safety and welfare and in the best interest of the following child[ren]:

Name:

Sex:

Birth date:

Home state:

Repeat for each additional child.

4.A. Appointment

IT IS ORDERED that [**name**] and [**name**] are appointed Temporary Joint Managing Conservators of the following child[ren]: [**name[s]** of child[ren]].

Or

IT IS ORDERED that [name] is appointed Temporary Sole Managing Conservator and [name] is appointed Temporary Possessory Conservator of the following child[ren]: [name[s] of child[ren]].

4.B. Rights and Duties

Select as applicable. The rights of conservators can be limited by court order.

Include 4.B.1. if the parents are appointed temporary joint managing conservators. (If the parents are appointed temporary sole managing and possessory conservators, use 4.B.2. and 4.B.3.) If one or more nonparents are appointed temporary joint managing conservator, change title(s) as appropriate and modify the rights and duties of the nonparent(s) in accordance with [Tex. Fam. Code §§ 153.371 and 153.376](#).

4.B.1. Parents Temporary Joint Managing Conservators

a. Rights at All Times
§ 153.073

IT IS ORDERED that, at all times, [name of petitioner] and [name of respondent], as parent temporary 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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parents.

b. Duties at All Times
§ 153.076

IT IS ORDERED that, at all times, [**name of petitioner**] and [**name of respondent**], as parent temporary 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];
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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order

is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

c. *Rights and Duties during
Periods of Possession*
§ 153.074

IT IS ORDERED that, during their respective periods of possession, [name of petitioner] and [name of respondent], as parent temporary 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].

d. *Other Rights and Duty of
Petitioner*
§§ 153.134(b), 153.132,
153.071, 151.001(a)(4), (5),
153.133(c)

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

1. the exclusive right to designate the primary residence of the child [within [specify geographic 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 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

- e. *Other Rights and Duty of Respondent*
§§ 153.134(b), 153.132,
153.071, 151.001(a)(4), (5),
153.133(c)

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

1. the exclusive right to designate the primary residence of the child [within [specify geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

f. Minimizing Disruption
§ 153.134(b)(3)

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

Include one of the following paragraphs if applicable, particularly if the right to make educational decisions is not allocated exclusively to one conservator.

Notwithstanding any provision in this order to the contrary, IT IS ORDERED that **[[name of petitioner]/[name of respondent]]** shall have the exclusive right to enroll the child[ren] in school. Each conservator, during that conservator's periods of possession, is ORDERED to ensure the child[ren]'s attendance in the schools in which **[[name of petitioner]/[name of respondent]]** has enrolled the child.

Or

Notwithstanding any provision in this order to the contrary, **[name of petitioner]** and **[name of respondent]** are each ORDERED to enroll the child[ren] [in the public school[s] for the attendance zone of **[[name of petitioner]/[name of respondent]]**'s residence/as follows: **[name of child]** in **[name and address of school]** as long as the child is eligible to attend that school **[repeat for each child if more than one]**. Each conservator, during that conservator's periods of possession, is ORDERED to ensure the child[ren]'s attendance in [this/these] school[s].

Include [4.B.2.](#) if a parent is appointed temporary sole managing conservator or possessory conservator.

**4.B.2. Parent Temporary Sole
Managing or Possessory
Conservator**

**a. Rights at All Times
§ 153.073**

IT IS ORDERED that, at all times, **[name]**, as a parent temporary [sole managing/possessory] conservator, **[include if applicable: and [name], as a parent temporary 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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parents.

b. *Duties at All Times*
§ 153.076

IT IS ORDERED that, at all times, [name], as a parent temporary [sole managing/possessory] conservator, [include if applicable: and [name], as a parent temporary 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];

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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the

conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

c. *Rights and Duties during
Periods of Possession*
§ 153.074

IT IS ORDERED that, during [his/her/their respective] periods of possession, [name], as a parent temporary [sole managing/possessory] conservator, [include if applicable: and [name], as a parent temporary 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].

Include 4.B.3. if a parent is appointed temporary sole managing conservator.

4.B.3. *Exclusive Rights and Duty
of Parent Temporary Sole
Managing Conservator*
§§ 153.132; 151.001(a)(4),
(5), 105.002

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

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

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;
10. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. the duty to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by the community or joint property of the parents.

Include 4.B.4. if a nonparent is appointed temporary sole managing conservator.

**4.B.4. Nonparent Temporary
Sole Managing
Conservator**

a. Rights and Duties
§§ 153.371, 153.076, 105.002,
264.0111

IT IS ORDERED that [**name of nonparent**], as a nonparent temporary sole managing conservator, shall have the following rights and duties:

1. the right to have physical possession and to direct the moral and religious training of the child[ren];
2. the duty of care, control, protection, and reasonable discipline of the child[ren];
3. the duty to provide the child[ren] with clothing, food, shelter, education, and medical, psychological, and dental care;
4. the right to consent for the child[ren] to medical, psychiatric, psychological, dental, and surgical treatment and to have access to the child[ren]'s medical records;
5. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];
6. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];

7. the right to consent to marriage and to enlistment in the armed forces of the United States;
8. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning 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;
10. the right to designate the primary residence of the child[ren] [within [**specify geographic area**]/without regard to geographic location] and to make decisions regarding the child[ren]'s education;
11. if the parent-child relationship has been terminated with respect to the parents, or only living parent, or if there is no living parent, the right to consent to the adoption of the child[ren] and to make any other decision concerning the child[ren] that a parent could make;
12. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s];
13. 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];
14. 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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

15. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

16. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the

expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

17. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

b. Annual Reports
§ 153.375

IT IS ORDERED that [name of nonparent] shall, each twelve months after the date of this order, file with the Court a report of facts concerning the child[ren]'s welfare, including the child[ren]'s whereabouts and physical condition.

Include 4.B.5. if a nonparent is appointed a temporary possessory conservator.

4.B.5. *Nonparent Temporary
Possessory Conservator*
§§ 153.376, 153.377,
153.076

IT IS ORDERED that [**name of nonparent**], as a nonparent temporary possessory conservator, shall have the following right and duties during periods of possession:

1. the duty of care, control, protection, and reasonable discipline of the child[ren];
2. the duty to provide the child[ren] with clothing, food, and shelter;
3. 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].

IT IS FURTHER ORDERED that [**name of nonparent**], as a nonparent temporary possessory conservator, shall have the following right and duties at all times:

1. the right of access to medical, dental, psychological, and educational records of the child[ren] to the same extent as the managing conservator[s];
2. 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];
3. 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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

5. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the

expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

6. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

Include 4.B.6. *only* if the primary residence of the child(ren) is restricted to a specific geographic area (as ordered in 4.B.1.d. or 4.B.1.e. for a joint managing conservator or 4.B.3. or 4.B.4. for the sole managing conservator).

4.B.6. *Geographic Area for
Primary Residence*
§§ 105.002, 153.133(c)

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 [**include if applicable:** after the parents have separated or

dissolved their marriage]. IT IS ORDERED that the primary residence of the child[ren] shall be within [**specify geographic area**], and the parties shall not remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren] until this geographic restriction is modified by further order of the court of continuing jurisdiction or by a written agreement that is signed by the parties and filed with that court.

Caution: The following paragraph should be used only after careful consideration of the potential ramifications. See the practice notes at section [40.11](#).

IT IS FURTHER ORDERED that this geographic restriction on the primary residence of the child[ren] shall be lifted if, at the time [**name of sole managing conservator or joint managing conservator with right to designate**] wishes to remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren], [**name of possessory conservator or joint managing conservator without right to designate**] does not reside in [**specify geographic area**].

Continue with the following.

**4.B.7. Notices to Other
Conservator[s]**

Except as expressly provided otherwise in this temporary order, IT IS ORDERED that all information or documents that a conservator is required to provide to [the other/another] conservator shall be sent in the following manner:

Include as applicable.

- a. hand delivery 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. delivery to the recipient by first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address;
- c. delivery 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;
- d. delivery to the recipient at the recipient's electronic mail address as follows:

[name of conservator]: [conservator's e-mail address]

[name of conservator]: [conservator's e-mail address]

Repeat as needed for other conservators.

and in the event of any change in a recipient's electronic mail address, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change;

- e. delivery to the recipient at the recipient's mobile telephone number by text message as follows:

[name of conservator]: [conservator's mobile number]

[name of conservator]: [conservator's mobile number]

Repeat as needed for other conservators.

and in the event of any change in a recipient's mobile telephone number, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change; or

- f. providing the document to the recipient by posting the document on the [name of coparenting website] Internet website program, in accordance with the provisions set forth below in this order.

4.B.8. Passport Application
22 CFR § 51.28

If a party applies for a passport for the child[ren], that party is ORDERED to notify the other [party/parties] of that fact no later than [number] days after the application.

Include if applicable.

IT IS ORDERED that if a parent's consent is required for the issuance or renewal 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.

See form [55-2](#) if international parental abduction is an issue.

Include [4.B.9.](#) if applicable.

4.B.9. Tax Returns for Child[ren]

IT IS ORDERED that [name of party A] shall have the exclusive right

and duty to prepare and file income tax returns for the child[ren]’s estate[s].

IT IS ORDERED that **[name of party B]** shall furnish such information to **[name of party A]** as is requested to prepare federal income tax returns for the child[ren]’s estates within thirty days of receipt of a written request for the information, and in no event shall the information be furnished later than **[date]**. As requested information becomes available after that date, **[name of party B]** is ORDERED to provide it to **[name of party A]** within ten days of **[name of party B]**’s receipt of the information.

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding rights and duties to be effective for the duration of a party’s military duty.

Continue with the following.

4.C. Possession and Access

IT IS ORDERED that the temporary conservators shall have possession of the child[ren] at times mutually agreed to in advance by the parties and, in the absence of mutual agreement, as follows: **[set out times and general conditions for possession of or access to each child; if needed, adapt language from paragraph 10.H., form [23-1](#)]**.

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.

Include [4.C.1.](#)–[4.C.3.](#) as applicable.

4.C.1. Electronic Communication **§ 153.015**

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**]/the temporary 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 temporary conservator granted electronic communication with that child**].

If there is a finding of family violence in the order, include the following if applicable.

The Court finds that, even though it has [made a finding of family violence/imposed supervised visitation between the child[ren] and [**name**]/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**].

Continue with the following.

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.

4.C.2. *Restricted Periods of
Access—Family Violence/
Sexual Offense Resulting
in Pregnancy*
§ 153.004(d), (d–1)

4.C.2.a. *Restricted Periods of
Access—Family Violence*
§ 153.004(d)(1), (d–1)

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:

Select as applicable.

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**]].

And/Or

2. All exchanges of possession of or access to the child[ren] shall occur at [**specify place and address**].

And/Or

3. [**Name**] shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during each of [**name**]'s periods of possession of or access to the child[ren].

And/Or

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**].

4.C.2.b. *Restricted Periods of
Access—Sexual Offense
Resulting in Victim's
Pregnancy with Child*
§ 153.004(d)(2), (d-1)

The Court finds that [**name**] has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code and, as a direct result of the conduct, the victim of the conduct became pregnant with [**name**]'s child, [**name of child**]. The Court further finds that awarding [**name**] access to the child would not endanger the child's physical health or emotional welfare and would be in the best interest of the child. IT IS THEREFORE ORDERED as follows:

Select as applicable.

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]**]].

And/Or

2. All exchanges of possession of or access to the child shall occur at **[specify place and address]**.

And/Or

3. **[Name]** shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during each of **[name]**'s periods of possession of or access to the child.

4.C.3. *Supervised Visitation—
Family Violence or Child
Abuse or Neglect
§ 153.004(e)*

The Court finds that credible evidence has been presented that there is a history or pattern of [child neglect/child abuse/family violence/child neglect and abuse/child neglect and family violence/child abuse and family violence/child abuse, child neglect, and family violence] committed by [Petitioner/Respondent/**[name]**], who [resides in [Petitioner/Respondent]'s household/is permitted by [Petitioner/Respondent] to have unsupervised access to the child[ren] during [Petitioner/Respondent]'s periods of possession of or access to the child[ren]]]. IT IS THEREFORE ORDERED that [Petitioner/Respondent]'s access 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 and general terms and conditions]**]/on the days and times prescribed by **[name of person or supervising agency or program]**]].

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding possession and access to be effective for the duration of a party's military duty.

Continue with the following.

**4.D. Termination of Orders on
[Marriage/Remarriage]**
§ 154.006(b)

The provisions of this order relating to conservatorship, possession, or access terminate on the [marriage/remarriage] of [**name of petitioner**] to [**name of respondent**] unless a nonparent or agency has been appointed conservator of the child[ren] under chapter 153 of the Texas Family Code.

5. Child Support

Child Support

Select [5.A.](#), [5.B.](#), or [5.C.](#)

5.A. Monthly Payments

IT IS ORDERED that [**name of obligor**] pay to [**name**] for the support of [**name[s] of child[ren]**] [**number**] dollars (\$[**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 further order of this Court.

Or

5.B. Semimonthly Payments

IT IS ORDERED that [**name of obligor**] pay to [**name**] for the support of [**name[s] of child[ren]**] [**number**] dollars (\$[**amount**]) per month, in two installments per month of [**number**] dollars (\$[**amount**]) each, with the first installment of [**number**] dollars (\$[**amount**]) being due and payable on [**date**] [**include if applicable:** , the second installment of [**number**] dollars (\$[**amount**]) being

due and payable on [date],] and a like installment of [number] dollars (\$[amount]) being due and payable on the [specify] and [specify] day of each month thereafter until further order of this Court.

Or

5.C. Weekly Payments

IT IS ORDERED that [name of obligor] pay to [name] for the support of [name[s] of child[ren]] [number] dollars (\$[amount]) per week, beginning on [name of day], [date] with a like payment of [number] dollars (\$[amount]) being due and payable on each [name of day] thereafter until further order of this Court.

If properly requested by a party or if the support ordered varies from the statutory guidelines, include 5.D. (See form 26-10 for written request.)

5.D. Statement on Guidelines
§ 154.130

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 net resources of [name of obligor] per month are \$[amount].

Include item 3. if applicable.

3. The net resources of [name of obligee] per month are \$[amount].

Include the following as item 4. if suit was filed before September 1, 2021, *or* if obligor's net resources are \$1,000 per month or more, regardless of when suit was filed.

4. The percentage applied to the first \$9,200 of [name of obligor]'s net resources for child support is [percent] percent.

Or

Include the following as item 4. if suit was filed on or after September 1, 2021, *and* obligor's net resources are less than \$1,000 per month.

4. The percentage applied to [name of obligor]'s net resources for child support is [percent] percent.

Include item 5. if applicable.

5. 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].

5.E. Withholding from Earnings

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

5.F. Withholding as Credit against Support Obligation

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 order 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 order, 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.

5.G. Order to Employer

On this date the Court [signed/authorized the issuance of] an Income Withholding for Support. [See form 9-3.]

5.H. Payment

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 ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of obligor]**'s name as the name of the noncustodial parent (NCP), and **[name of obligee]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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

5.I. Change of Employment

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.

5.J. Clerk's Duties

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 Income Withholding for Support to be delivered to any employer.

If the order to withhold is to be effective only if a delinquency or other violation of the order occurs, include **5.K.** See **Tex. Fam. Code §§ 154.007, 158.002.**

**5.K. Suspension of Withholding
from Earnings**

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.

5.L. Health-Care and Dental Expenses

Include provisions as required by [Tex. Fam. Code §§ 154.181\(c\)](#) and [154.1815\(d\)](#) for continuation of coverage and/or for payment of health and dental insurance premiums and of unreimbursed health-care expenses. See form [40-6](#).

Include [5.M.](#) if applicable.

5.M. Private School, Day-Care Expenses

Include provisions for payment of private school expenses and/or day-care expenses.

5.N. Termination of Orders on [Re]marriage of Parties but Not on Death of Oblige
[§§ 154.006\(b\)](#), [154.013\(a\)](#)

The provisions of this order relating to current child support terminate on the [marriage/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 order does not terminate on the death of [name of obligee] but continues as an obligation to [name[s] of child[ren]].

If appropriate, see form 45-5 or 45-6 for temporary orders regarding support to be effective for the duration of a party's military duty.

Include 6.–16. as applicable.

6. **Child Custody Evaluation**

Child Custody Evaluation

By separate order, the Court has appointed a child custody evaluator to conduct a child custody evaluation into and prepare a report on the circumstances and condition of the child[ren] [./and] the parties [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren] the subject of this suit]. [**See form 56-24.**]

7. **Psychological or Psychiatric Evaluation**

[Psychological/Psychiatric] Evaluation

IT IS ORDERED that [**name**] is appointed to interview, examine, evaluate, and consult with [Petitioner/Respondent/[**name of child**]] to prepare a [psychological/psychiatric] evaluation of [Petitioner/Respondent/[**name of child**]]. [Petitioner/Respondent] is ORDERED to pay the cost of the evaluation of [Petitioner/Respondent/[**name of child**]] when [**name**] requests payment. [Respondent/Petitioner] is ORDERED to contact [**name**] at [**address**], [**telephone number**], within [**number**] days of the date of these temporary orders to schedule the evaluation. [Respondent/Petitioner] is further ORDERED to cooperate with [**name**] and attend all appointments, interviews, tests, and evaluations scheduled with [**name**]. IT IS ORDERED that [**name**] shall provide a copy of [Respondent/Petitioner]'s evaluation to each party and each party's attorney and shall not file the evaluation with the Court. IT IS ORDERED that [Respondent/Petitioner] shall execute all necessary releases to allow the parties

and their attorneys to possess the evaluation, to use it in depositions in this suit, and to offer it into evidence in this suit.

8. Parent Education and Family Stabilization Course

Parent Education and Family Stabilization Course

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 certificate 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.

**9. Parenting Coordinator/
Facilitator**

Parenting [Coordinator/Facilitator]

IT IS ORDERED that [name] is appointed parenting [coordinator/
facilitator]. [Include appropriate provisions from form 16-18 or 16-19, including
findings required under Tex. Fam. Code § 153.605(b) or § 153.6051(b).]

10. Ad Litem/Amicus

10.A. Guardian Ad Litem

Guardian Ad Litem

IT IS ORDERED that [name] is appointed guardian ad litem to repre-
sent the best interests of the child[ren]. [Include provisions for payment of ad
litem fees.]

Or

10.B. Attorney Ad Litem

Attorney Ad Litem

IT IS ORDERED that [name] is appointed attorney ad litem to provide
legal services for the child[ren]. [Include provisions for payment of ad litem
fees.]

Or

10.C. Amicus Attorney

Amicus Attorney

IT IS ORDERED that [name] is appointed amicus attorney to provide
legal services necessary to assist the Court in protecting the best interests of the
child[ren]. [Include provisions for payment of amicus fees.]

11. ADR Participation*Dispute Resolution Participation*

IT IS ORDERED that Petitioner, [**name of petitioner**], and Respondent, [**name of respondent**], shall attend [mediation/nonbinding arbitration/binding arbitration] with [**name**] on or before [**date**].

12. Tax Returns*Tax Returns*

IT IS ORDERED that Respondent, [**name of respondent**], produce and deliver to [**name and address of attorney**] by [**time**] on [**date**] copies of Respondent's income tax returns for tax years [**years**], a financial statement, and current pay stubs.

13. Execution of Releases*Execution of Releases*

IT IS ORDERED that [Petitioner/Respondent], [**name**], shall execute the following releases: [**specify**].

Within [**number**] days after receipt of a written request from [the other/another] conservator, the conservator receiving the request is ORDERED to execute and provide to the requesting conservator—

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 conservator 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 conservator executes an authorization for disclosure of protected health information pursuant to the HIPAA and 45 C.F.R. section 164.508.

14. Pretrial Conference

Pretrial Conference

IT IS ORDERED [**specify as appropriate under local practice**].

15. Injunction

Injunction

The Court finds that, based on the public policy considerations stated in section 153.001 of the Texas Family Code, it is in the best interests of the child[ren] that the following temporary injunction be issued and related orders be entered.

IT IS ORDERED that [Respondent/Petitioner/the parties] and [his/her/their] agents, servants, employees, attorneys, and those persons in active concert or participation with [him/her/them] who receive actual notice of this order by personal service or otherwise are temporarily enjoined from:

Select as required by petition.

1. *Disturbing Child[ren] or
Another Party*

1. Disturbing the peace of the child[ren] or of any other party.

And/Or

2. *Withdrawing Child[ren] from
School or Day Care*

2. Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

3. *Hiding Child[ren] from
Petitioner*

3. Hiding or secreting the child[ren] from [Petitioner/Respondent/the other party].

And/Or

4. *Disparaging Remarks*

4. Making disparaging remarks regarding [Petitioner/Respondent/the other party] [**include if applicable:** or [Petitioner/Respondent/the other party]'s family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suite.

5. *Consumption of Alcohol*

5. Consuming alcohol within the [number] hours before or during each of [Respondent/Petitioner/the party]'s periods of possession of or access to the child[ren].

And/Or

6. *Affecting Health or Dental Insurance*

6. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any health or dental insurance policy insuring the child[ren].

And/Or

7. *Travel Restriction*

7. Removing the child[ren] beyond [**specify geographic area**], acting directly or in concert with others.

16. Bond

Bond

IT IS ORDERED that Respondent post a bond [or cash] in the amount of [**number**] dollars (\$[**amount**]) with the clerk of this Court before removing the child[ren] from the jurisdiction of this Court.

17. Required Notices

§§ 105.006(e), (e-1), (e-2),
105.007

Required Notices

Include the following four paragraphs of 17. unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraphs in all orders.

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.

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

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

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

18. Warnings to Parties
§ 105.006(d)

Warnings

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.

19. Attorney's Fees

Attorney's Fees

The Court finds that reasonable interim attorney's fees and expenses to be paid by [name] to [name]'s attorney are necessary for [name] to conduct discovery and properly prepare for trial and to protect the best interest of the child[ren].

IT IS ORDERED that [name of respondent], Respondent, pay [number] dollars (\$[amount]) to [name and address of attorney] by cash, cashier's check, or money order on or before [time] on [date] for interim attorney's fees and expenses.

Include 20. if applicable.

20. Service of Writ
TRCP 689

Service of Writ

[Include if applicable: Petitioner and] Respondent waive[s] issuance and service of the writ of injunction, by stipulation or as evidenced by [Respondent's/the] signature[s] below. IT IS ORDERED that [include if applicable: Petitioner and] Respondent shall be deemed to be duly served with the writ of injunction.

21. Required in All Orders

Duration

These Temporary Orders shall continue in force until the signing of the final order or until further order of this Court.

SIGNED on _____.

JUDGE PRESIDING

22. Approvals

Include the following in all orders unless there is a motion to sign temporary orders.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the order and do not intend to challenge the order in appellate court, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Form 40-6

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order in Suit Affecting the Parent-Child Relationship**1. Date of Hearing**

On [date] the Court heard this case.

2. Appearances*Appearances***2.A. Petitioner[s]****1. In Person and by Attorney**

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

Or

2. Agreement

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.

Repeat for each additional petitioner.

2.B. Respondent[s]

Respondent, [name of respondent],

Select one of the following.

1. *In Person*

appeared in person and announced ready for trial.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Agreement*

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

7. *Did Not Appear (Default after Appearance)*

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

Repeat for each additional respondent.

2.C. Ad Litem/Amicus

Select as applicable.

2.C.1. *Ad Litem for Child[ren]*

Also appearing was [name], appointed by the Court as [guardian/ attorney] ad litem of the child[ren] the subject of this suit. [Include if applica-

ble: 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.]

Or

2.C.2. Amicus

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.]

And/Or

**2.C.3. Ad Litem for Parties Cited
by Publication or Other
Substituted Service**

[Tex. R. Civ. P. 244](#) requires that a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form [23-4. Tex. Fam. Code § 102.010](#) similarly requires a statement of the evidence of service.

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

2.D. Other Parties

Other parties appearing were [name[s] and relationship[s] to child[ren]]. **[Include if applicable:** [Name[s]] [has/have] agreed to the terms of this order, as evidenced by the signature[s] below.]

3. Jurisdiction

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that

no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

4. Jury

Jury

4.A. Waived

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

Or

4.B. Selected

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

5. Record

Record

5.A. Waived
§ 105.003(c)

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

Or

5.B. Reporter

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

6. Child[ren]*Child[ren]*

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

Repeat above information for each additional child.

7. Parenting Plan*Parenting Plan*

The Court finds that the provisions in these orders 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].

8. Conservatorship Orders*Conservatorship*

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

8.A. Appointment

IT IS ORDERED that [name] and [name] are appointed Joint Managing Conservators of the following child[ren]: [name[s] of child[ren]].

Or

IT IS ORDERED that [name] is appointed Sole Managing Conservator and [name] is appointed Possessory Conservator of the following child[ren]: [name[s] of child[ren]].

8.B. Rights and Duties

Select as applicable. The rights of conservators can be limited by court order.

Include 8.B.1. if the parents are appointed joint managing conservators. (If the parents are appointed sole managing and possessory conservators, use 8.B.2. and 8.B.3.) If one or more nonparents are appointed joint managing conservator, change title(s) as appropriate and modify the rights and duties of the nonparent(s) in accordance with Tex. Fam. Code §§ 153.371 and 153.376 .

8.B.1. Parents Joint Managing Conservators**a. Rights at All Times
§ 153.073**

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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parents.

b. *Duties at All Times*
§ 153.076

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];

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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the

conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

c. *Rights and Duties during
Periods of Possession*
§ 153.074

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].

d. *Other Rights and Duty of
Petitioner*
§§ 153.134(b), 153.132,
153.071, 151.001(a)(4), (5),
153.133(c)

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 [within [specify geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

- e. *Other Rights and Duty of Respondent*
§§ 153.134(b), 153.132,
153.071, 151.001(a)(4), (5),
153.133(c)

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 [within [**specify geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

f. *Minimizing Disruption*
§ 153.134(b)(3)

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

Include one of the following paragraphs if applicable, particularly if the right to make educational decisions is not allocated exclusively to one conservator.

Notwithstanding any provision in this order to the contrary, IT IS ORDERED that [[name of petitioner]/[name of respondent]] shall have the exclusive right to enroll the child[ren] in school. Each conservator, during that conservator's periods of possession, is ORDERED to ensure the child[ren]'s attendance in the schools in which [[name of petitioner]/[name of respondent]] has enrolled the child.

Or

Notwithstanding any provision in this order to the contrary, [name of petitioner] and [name of respondent] are each ORDERED to enroll the child[ren] [in the public school[s] for the attendance zone of [[name of petitioner]/[name of respondent]]'s residence/as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school

[repeat for each child if more than one]]. Each conservator, during that conservator's periods of possession, is ORDERED to ensure the child[ren]'s attendance in [this/these] school[s].

Include 8.B.2. if a parent is appointed sole managing conservator or possessory conservator.

8.B.2. Parent Sole Managing or Possessory Conservator

**a. Rights at All Times
§ 153.073**

IT IS ORDERED that, at all times, [name], as a parent [sole managing/possessory] conservator, [include if applicable: 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, including school lunches, performances, and field trips;

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's family or by the parent, other than by the community or joint property of the parents.

b. Duties at All Times
§ 153.076

IT IS ORDERED that, at all times, [name], as a parent [sole managing/possessory] conservator, [include if applicable: 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];

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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE

AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

c. *Rights and Duties during
Periods of Possession*
§ 153.074

IT IS ORDERED that, during [his/her/their respective] periods of possession, [name], as a parent [sole managing/possessory] conservator, [**include if applicable:** 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].

Include 8.B.3. if a parent is appointed sole managing conservator.

8.B.3. *Exclusive Rights and Duty
of Parent Sole Managing
Conservator*
§§ 153.132,
151.001(a)(4), (5),
105.002

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]
[within **[specify geographic area]**/without regard to geographic location];
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;

10. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. the duty to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by the community or joint property of the parents.

Include 8.B.4. if a nonparent is appointed sole managing conservator.

8.B.4. Nonparent Sole Managing Conservator

a. Rights and Duties
§§ 153.371, 153.076, 105.002,
264.0111

IT IS ORDERED that [**name of nonparent**], as a nonparent sole managing conservator, shall have the following rights and duties:

1. the right to have physical possession and to direct the moral and religious training of the child[ren];

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

3. the duty to provide the child[ren] with clothing, food, shelter, education, and medical, psychological, and dental care;

4. the right to consent for the child[ren] to medical, psychiatric, psychological, dental, and surgical treatment and to have access to the child[ren]'s medical records;

5. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];

6. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];

7. the right to consent to marriage and to enlistment in the armed forces of the United States;

8. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning 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;

10. the right to designate the primary residence of the child[ren] [within [**specify geographic area**]/without regard to geographic location] and to make decisions regarding the child[ren]'s education;

11. if the parent-child relationship has been terminated with respect to the parents, or only living parent, or if there is no living parent, the right to consent to the adoption of the child[ren] and to make any other decision concerning the child[ren] that a parent could make;

12. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s];

13. 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];

14. 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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

15. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the

other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

16. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

17. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

b. *Annual Reports*
§ 153.375

IT IS ORDERED that [name of nonparent] shall, each twelve months after the date of this order, file with the Court a report of facts concerning the child[ren]'s welfare, including the child[ren]'s whereabouts and physical condition.

Include 8.B.5. if a nonparent is appointed a possessory conservator.

8.B.5. *Nonparent Possessory
Conservator*
§§ 153.376, 153.377,
153.076

IT IS ORDERED that [name of nonparent], as a nonparent possessory conservator, shall have the following right and duties during periods of possession:

1. the duty of care, control, protection, and reasonable discipline of the child[ren];
2. the duty to provide the child[ren] with clothing, food, and shelter;
and
3. 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].

IT IS FURTHER ORDERED that [name of nonparent], as a nonparent possessory conservator, shall have the following right and duties at all times:

1. the right of access to medical, dental, psychological, and educational records of the child[ren] to the same extent as the managing conservator[s];
2. 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];
3. 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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;
4. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the

other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

5. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

6. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

Include 8.B.6. *only* if the primary residence of the child(ren) is restricted to a specific geographic area (as ordered in 8.B.1.d. or 8.B.1.e. for a joint managing conservator or 8.B.3. or 8.B.4. for the sole managing conservator).

**8.B.6. Geographic Area for
Primary Residence**
§§ 105.002, 153.133(c)

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 [**include if applicable:** after the parents have separated or dissolved their marriage]. IT IS ORDERED that the primary residence of the child[ren] shall be within [**specify geographic area**], and the parties shall not remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren] until this geographic restriction is modified by further order of the court of continuing jurisdiction or by a written agreement that is signed by the parties and filed with that court.

Caution: The following paragraph should be used only after careful consideration of the potential ramifications. See the practice notes at section 40.11.

IT IS FURTHER ORDERED that this geographic restriction on the primary residence of the child[ren] shall be lifted if, at the time [**name of sole managing conservator or joint managing conservator with right to designate**] wishes to remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren], [**name of possessory conservator or joint managing conservator without right to designate**] does not reside in [**specify geographic area**].

Continue with the following.

**8.B.7. Notices to Other
Conservator[s]**

Except as expressly provided otherwise in this order, IT IS ORDERED that all information or documents that a conservator is required to provide to [the other/another] conservator shall be sent in the following manner:

Include as applicable.

- a. hand delivery 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. delivery to the recipient by first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address;
- c. delivery 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;
- d. delivery to the recipient at the recipient's electronic mail address as follows:

[name of conservator]: [conservator's e-mail address]

[name of conservator]: [conservator's e-mail address]

Repeat as needed for other
conservators.

and in the event of any change in a recipient's electronic mail address, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change;

- e. delivery to the recipient at the recipient's mobile telephone number by text message as follows:

[name of conservator]: [conservator's mobile number]

[name of conservator]: [conservator's mobile number]

Repeat as needed for other conservators.

and in the event of any change in a recipient's mobile telephone number, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change; or

- f. providing the document to the recipient by posting the document on the [name of coparenting website] Internet website program, in accordance with the provisions set forth below in this order.

8.B.8. *Passport Application*
22 CFR § 51.28

If a party applies for a passport for the child[ren], that party is ORDERED to notify the other [party/parties] of that fact no later than [number] days after the application.

Include the following if applicable.

IT IS ORDERED that if a parent's consent is required for the issuance or renewal 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.

See form [55-2](#) if international parental abduction is an issue.

Include 8.B.9. and 8.B.10. as applicable.

8.B.9. Property of Child[ren]

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]**. **[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]** all documents necessary to effectuate **[name]**'s sole and exclusive control of the account[s].

If applicable, repeat [8.B.9.](#), describing other property, for other party.

8.B.10. Tax Returns for Child[ren]

IT IS ORDERED that **[name of party A]** shall have the exclusive right and duty to prepare and file income tax returns for the child[ren]'s estate[s].

IT IS ORDERED that **[name of party B]** shall furnish such information to **[name of party A]** as is requested to prepare federal income tax returns for the child[ren]'s estates within thirty days of receipt of a written request for the information, and in no event shall the information be furnished later than March 1 of that year. As requested information becomes available after that

date, [name of party B] is ORDERED to provide it to [name of party A] within ten days of [name of party B]’s receipt of the information.

If appropriate, see form 45-5 or 45-6 for temporary orders regarding rights and duties to be effective for the duration of a party’s military duty.

Continue with the following.

8.C. Possession and Access

IT IS ORDERED that the conservators shall have possession of the child[ren] at times mutually agreed to in advance by the parties and, in the absence of mutual agreement, as follows: [set out times and general conditions for possession of or access to each child; if needed, adapt language from paragraph 10.H., form 23-1].

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.

Include 8.C.1.–8.C.3. as applicable.

8.C.1. Electronic Communication
§ 153.015

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 com-

munication between each child and each conservator granted electronic communication with that child].

If there is a finding of family violence in the order, include the following if applicable.

The Court finds that, even though it has [made a finding of family violence/imposed supervised visitation between the child[ren] and [name]/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]**.

Continue with the following.

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 dig-

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

8.C.2. *Restricted Periods of Access—Family Violence/Sexual Offense Resulting in Pregnancy*
§ 153.004(d), (d–1)

8.C.2.a. *Restricted Periods of Access—Family Violence*
§ 153.004(d)(1), (d–1)

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:

Select as applicable.

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]**].

And/Or

2. All exchanges of possession of or access to the child[ren] shall occur at **[specify place and address]**.

And/Or

3. **[Name]** shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during each of **[name]**’s periods of possession of or access to the child[ren].

And/Or

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].

*8.C.2.b. Restricted Periods of
Access—Sexual Offense
Resulting in Victim's
Pregnancy with Child
§ 153.004(d)(2), (d–1)*

The Court finds that [name] has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code and, as a direct result of the conduct, the victim of the conduct became pregnant with [name]'s child, [name of child]. The Court further finds that rewarding [name] access to the child would not endanger the child's physical health or emotional welfare and would be in the best interest of the child. IT IS THEREFORE ORDERED as follows:

Select as applicable.

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]].

And/Or

2. All exchanges of possession of or access to the child shall occur at [specify place and address].

And/Or

3. **[Name]** shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during each of **[name]**'s periods of possession of or access to the child.

**8.C.3. Supervised Visitation—
Family Violence or Child
Abuse or Neglect
§ 153.004(e)**

The Court finds that credible evidence has been presented that there is a history or pattern of [child neglect/child abuse/family violence/child neglect and abuse/child neglect and family violence/child abuse and family violence/child abuse, child neglect, and family violence] committed by [Petitioner/Respondent/**[name]**], who [resides in [Petitioner/Respondent]'s household/is permitted by [Petitioner/Respondent] to have unsupervised access to the child[ren] during [Petitioner/Respondent]'s periods of possession of or access to the child[ren]]]. IT IS THEREFORE ORDERED that [Petitioner/Respondent]'s access 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 and general terms and conditions]**]/on the days and times prescribed by **[name of person or supervising agency or program]**].

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding possession and access to be effective for the duration of a party's military duty.

Continue with the following.

**8.D. Termination of Orders on
[Marriage/Remarriage]
§ 154.006(b)**

The provisions of this order relating to conservatorship, possession, or access terminate on the [marriage/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.

Include 8.E. –8.G. as applicable.

8.E. Security for Possession and Access

IT IS ORDERED that [**name of respondent**], Respondent, [post a cash or surety bond of [**number**] dollars (\$**[amount]**), payable to [**name**]/deposit with the Court [**describe security**]], conditioned on Respondent's compliance with the order permitting possession of or access to the child[ren].

8.F. Means of Travel

Means of Travel—[**See form [56-15](#) for provisions dealing with specific duties of the conservators to provide appropriate transportation to and from the relevant transportation facilities.**]

8.G. International Travel

Each conservator is ORDERED to provide [the/each] other conservator with the appropriate written authorization, within ten days after written request is received, as is necessary to allow the child[ren] to travel with the other conservator[s] beyond the territorial limits of the United States. The conservators are ORDERED to exchange passports as is necessary to allow such travel.

[**Include if applicable:** The conservators agree and IT IS ORDERED that this order shall serve as written authorization for such travel.] [**See form [56-12](#) for order regarding possession and transfer of child[ren]'s passport[s].**]

9. Child Support*Child Support*

With appropriate modification, the following paragraphs may be used to provide for monthly support for one child or for more than one child. If there is more than one child, modify the amount of support in each of the series of blanks to indicate the reduction in support as a child reaches eighteen, is otherwise emancipated, graduates, or begins active service. See paragraphs 5.B. and 5.C. in form 40-5 if semimonthly or weekly payments are ordered.

- *All Orders Providing Child Support*

Select 9.A. or 9.B. (and/or 9.C. if applicable).

9.A. Monthly Payments—One Child

IT IS ORDERED that [**name of obligor**] is obligated to pay and shall pay to [**name of obligee**] child support of [**number**] dollars (\$[**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 and [name of obligor]'s obligation to support the child has not already terminated, 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.

Or

**9.B. Monthly Payments—More
than One Child**

IT IS ORDERED that [name of obligor] is obligated to pay and shall pay to [name of obligee] child support of [number] dollars (\$[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 [**number**] dollars (\$[**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 that child and a like sum of [**number**] dollars (\$[**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 for whom [**name of obligor**] remained obligated to pay support under this order. [**Continue as required for additional reductions.**]

If a child is eighteen years of age and has not graduated from high school and [**name of obligor**]'s obligation to support the child has not already terminated, 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 sec-

tion 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.

Include the following if applicable.

9.C. Disabled Child

§ 154.302

9.C.1. Minor Disabled Child

The Court finds that **[name of child]**, a child the subject of this suit, 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 **[number]** dollars (\$**[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 the first month following the death of the child or further order modifying this child support.

And/Or

9.C.2. Adult Disabled Child

The Court finds that **[name of child]**, an adult child the subject of this suit, 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 [number] dollars (\$[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 the first month following the death of the child or further order modifying this child support.

If properly requested by a party or if the support ordered varies from the statutory guidelines, include 9.D. (See form 26-10 for written request.)

9.D. Statement on Guidelines
§ 154.130

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 net resources of [name of obligor] per month are \$[amount].

Include item 3. if applicable.

3. The net resources of [name of obligee] per month are \$[amount].

Include the following as item 4. if suit was filed before September 1, 2021, or if obligor's net resources are \$1,000 per month or more, regardless of when suit was filed.

4. The percentage applied to the first \$9,200 of [name of obligor]'s net resources for child support is [percent] percent.

Or

Include the following as item 4. if suit was filed on or after September 1, 2021, *and* obligor's net resources are less than \$1,000 per month.

4. The percentage applied to [name of obligor]'s net resources for child support is [percent] percent.

Include item 5. if applicable.

5. 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].

9.E. Withholding from Earnings

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

**9.F. Withholding as Credit
against Support Obligation**

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 order 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 order, 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.

9.G. Order to Employer

On this date the Court [signed/authorized the issuance of] an Income Withholding for Support. [**See form 9-3.**]

9.H. Payment

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 ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [**name of obligor**]'s name as the name of the noncustodial parent (NCP), and [**name of obligee**]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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.

9.I. Change of Employment

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 cur-

rent address of **[name of obligor]** and the name and address of [his/her] current employer, whenever that information becomes available.

9.J. Clerk's Duties

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 Income Withholding for Support to be delivered to any employer.

If the order to withhold is to be effective only if a delinquency or other violation of the order occurs, include **9.K.** See **Tex. Fam. Code §§ 154.007, 158.002.**

**9.K. Suspension of Withholding
from Earnings**

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.

9.L. Medical and Dental Support
 §§ 154.008, 154.181–.192

IT IS ORDERED that [name of obligor] and [name of obligee] shall each provide additional child support for [the/each] child as set out in this order 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 these obligations [include if applicable: with respect to that child], except for any failure by a parent to fully comply with these obligations before that date. [Include if applicable: IT IS FURTHER ORDERED that the [cash medical support payments/additional child support payments for the cost of [health/dental/health and dental] insurance] 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.]

9.L.1. Definitions

1. Definitions—

§ 101.015

“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.

Select one of the following.

§ 154.181(e)

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

Or

“Reasonable cost” of health insurance means the total cost of health insurance coverage for all children for which [name of obligor] is responsible under a medical support order that does not exceed 9 percent of [name of obligor]’s annual resources, as described by section 154.062(b) of the Texas Family Code.

Continue with the following.

§ 101.0094

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

Select one of the following.

§ 154.1815(a)

“Reasonable cost” of dental insurance means the cost of dental insurance coverage for a child that does not exceed 1.5 percent of [name of obligor]’s annual resources, as described by section 154.062(b) of the Texas Family Code.

Or

“Reasonable cost” of dental insurance means the total cost of dental insurance coverage for all children for which [name of obligor] is responsible under a dental support order that does not exceed 1.5 percent of [name of obligor]’s annual resources, as described by section 154.062(b) of the Texas Family Code.

Continue with the following.

§ 154.183(c)

“Health-care expenses” include, without limitation, medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges but do not include expenses for travel to and from the provider or for nonprescription medication.

“Health-care expenses that are not reimbursed by insurance” (“unreimbursed expenses”) include related copayments and deductibles.

“Furnish” means—

Include as applicable.

- 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 eigh-

teen years of age or older and permanently resides with the recipient;

- b. to deliver the document to the recipient by first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address;
- 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;
- d. to deliver the document to the recipient at the recipient's electronic mail address as follows:

[name of obligor]: [obligor's e-mail address]

[name of obligee]: [obligee's e-mail address]

and in the event of any change in either recipient's electronic mail address, that recipient is ORDERED to notify the other recipient of such change in writing within twenty-four hours after the change;

- e. to deliver the document to the recipient at the recipient's mobile telephone number by text message as follows:

[name of obligor]: [obligor's mobile number]

[name of obligee]: [obligee's mobile number]

and in the event of any change in either recipient's mobile telephone number, that recipient is ORDERED to notify the other recipient of such change in writing within twenty-four hours after the change; or

- f. to provide the document to the recipient by posting the document on the [name of coparenting website] Internet website program, in accordance with the provisions set forth below in this order.

9.L.2. *Findings on Availability of Health Insurance*

§ 154.182(a), (b)

2. Findings on Availability of Health Insurance—Having considered the cost, accessibility, and quality of health insurance coverage available to the parties, the Court finds:

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] per month.

And/Or

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] per month.

And/Or

Health insurance is available to [name of obligor] at a reasonable cost of \$[amount] per month from a source other than through [his/her] employment or membership in a union, trade association, or other organization, including

the program under section 154.1826 of the Texas Family Code to provide health insurance in title IV-D cases.

And/Or

Health insurance is available to **[name of obligee]** at a reasonable cost of \$**[amount]** per month from a source other than through **[his/her]** employment or membership in a union, trade association, or other organization, including the program under section 154.1826 of the Texas Family Code to provide health insurance in title IV-D cases.

Or

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

Include the following if applicable.

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

Continue with the following.

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

9.L.3. Provision of Health-Care Coverage

3. Provision of Health-Care Coverage—

Select **9.L.3.a.** (health insurance to be provided by obligor), **9.L.3.b.** (health insurance to be provided by obligee), or **9.L.3.c.** (no private insurance available).

9.L.3.a. Health Insurance to Be Provided by Obligor

As additional child support, **[name of obligor]** is ORDERED to [main-
tain/obtain, within **[number]** days after entry of this order, and then maintain]

health insurance for [the/each] child as long as child support is payable for that child. **[Name of obligor]** is ORDERED—

Include the following paragraph a. if insurance is provided <i>through obligor's employment</i> .

- a. to furnish to each conservator of the child[ren] **[include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. **[name of obligor]**'s Social Security number;
 - ii. the name and address of **[name of obligor]**'s employer;
 - iii. whether **[name of obligor]**'s employer is self-insured or has health insurance available;
 - iv. proof that health insurance has been provided for [the/each] child;
 - v. if **[name of obligor]**'s employer has health insurance available:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card;
 - (f) claim forms; and

- (g) any other information necessary to submit a claim;
and
- vi. if **[name of obligor]**'s employer is self-insured:
 - (a) a copy of the schedule of benefits;
 - (b) a membership card;
 - (c) claim forms; and
 - (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligor's employment*.

- a. to furnish to each conservator of the child[ren] **[include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. **[name of obligor]**'s Social Security number;
 - ii. proof that health insurance has been provided for [the/
each] child; and
 - iii. the following information and documents:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card;

(f) claim forms; and

(g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the health insurance policy covering [the/a] child and any additional information regarding health insurance coverage of the child[ren] not later than the fifteenth day after [**name of obligor**] receives or is provided with the renewal, change, or additional information;
- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of any termination or lapse of the health insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of health insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligor**] of additional health insurance for the child[ren] not later than the fifteenth day after the date the additional health insurance becomes available; and
- e. after a termination or lapse of health insurance coverage, to enroll the child[ren] in a health insurance plan that is available

to **[name of obligor]** at reasonable cost at the next available enrollment period.

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.

Or

**9.L.3.b. Health Insurance to Be
Provided by Obligee**

As additional child support, **[name of obligee]** is ORDERED to [maintain/obtain, within **[number]** days after entry of this order, and then maintain] health insurance for [the/each] child as long as child support is payable for that child. **[Name of obligee]** is ORDERED—

Include the following paragraph a. if insurance is provided *through obligee's employment*.

- a. to furnish to each conservator of the child[ren] **[include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. **[name of obligee]**'s Social Security number;
 - ii. the name and address of **[name of obligee]**'s employer;
 - iii. whether **[name of obligee]**'s employer is self-insured or has health insurance available;

- iv. proof that health insurance has been provided for [the/
each] child;
- v. if [**name of obligee**]'s employer has health insurance
available:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;
and
- vi. if [**name of obligee**]'s employer is self-insured:
 - (a) a copy of the schedule of benefits;
 - (b) a membership card;
 - (c) claim forms; and
 - (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided
through means *other than obligee's employment*.

- a. to furnish to each conservator of the child[ren] [**include if
applicable:** and the Office of the Attorney General Child Sup-
port Division] the following information no later than the thir-
tieth day after the date the notice of the rendition of this order
is received:

- i. [name of obligee]'s Social Security number;
- ii. proof that health insurance has been provided for [the/
each] child; and
- iii. the following information and documents:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the health insurance policy covering [the/a] child and any additional information regarding health insurance coverage of the child[ren] not later than the fifteenth day after [name of obligee] receives or is provided with the renewal, change, or additional information;
- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of any termination or lapse of the health insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;

- d. after a termination or lapse of health insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligee**] of additional health insurance for the child[ren] not later than the fifteenth day after the date the additional health insurance becomes available; and
- e. after a termination or lapse of health insurance coverage, to enroll the child[ren] in a health insurance plan that is available to [**name of obligee**] at reasonable cost at the next available enrollment period.

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(b–1) of the Texas Family Code, [**name of obligor**] is ORDERED to pay [**name of obligee**], as additional child support, the amount of [**number**] dollars (\$[**amount**]) per month for the cost of health insurance, 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 thereafter until the termination of current child support for [the child/all children] under this order.

IT IS FURTHER ORDERED that the Income Withholding Order for Support authorized above in this order shall include the payments for the cost of health insurance ordered herein.

IT IS FURTHER ORDERED that all payments for the cost of health insurance shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [name of obligor]'s name as the name of the noncustodial parent (NCP), and [name of obligee]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

IT IS ORDERED that the provisions of this order for payments for the cost of health insurance shall be an obligation of the estate of [name of obligor] and shall not terminate on [his/her] death.

Or

**9.L.3.c. No Private Health
Insurance Available**

[Name of obligee] is ORDERED to [maintain/apply for, within [number] days after entry of this order, and then maintain] coverage under a governmental medical assistance program or health plan for [the/each] child 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—

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. [**name of obligee**]'s Social Security number;
 - ii. proof that coverage under a governmental medical assistance program or health plan has been provided for [the/each] child;
 - iii. the following documents, to the extent they are applicable for the coverage provided for [the/each] child:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card or Children's Medicaid card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;
- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the coverage provided for [the/a] child and any additional information regarding that coverage of the child not later than the fifteenth

day after **[name of obligee]** receives or is provided with the renewal, change, or additional information;

- c. to notify each conservator of the child[ren] **[include if applicable: and the Office of the Attorney General Child Support Division]** of any termination or lapse of the coverage provided for [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of coverage provided for [the/a] child, to notify each conservator of the child[ren] **[include if applicable: and the Office of the Attorney General Child Support Division]** of the availability to **[name of obligee]** of additional health insurance for the child[ren] or coverage under a governmental medical assistance program or health plan not later than the fifteenth day after the date the additional health insurance or coverage becomes available; and
- e. after a termination or lapse of the coverage provided for [the/a] child, to enroll the child[ren] in a medical assistance program under chapter 32 of the Texas Human Resources Code or a state child health plan under chapter 62 of the Texas Health and Safety Code if the child[ren] [is/are] eligible for enrollment in the program.

Pursuant to section 154.182(b)(3) of the Texas Family Code, **[name of obligor]** is ORDERED to pay **[name of obligee]** cash medical support, as additional child support, of **[number]** dollars (\$**[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 thereafter until the termination of current child support for [the child/all children] under this order.

IT IS FURTHER ORDERED that the Income Withholding Order for Support authorized above in this order shall include the payments for the cash medical support ordered herein.

IT IS FURTHER ORDERED that all payments of cash medical support shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [**name of obligor**]'s name as the name of the noncustodial parent (NCP), and [**name of obligee**]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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 child[ren] 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.

Continue with the following.

9.L.4. *Findings on Availability of
Dental Insurance*

§ 154.1825(b), (c)

4. Findings on Availability of Dental Insurance—Having considered the cost, accessibility, and quality of dental insurance coverage available to the parties, the Court finds:

Dental 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] per month.

And/Or

Dental 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] per month.

And/Or

Dental insurance is available to [name of obligor] at a reasonable cost of \$[amount] per month from a source other than through [his/her] employment or membership in a union, trade association, or other organization.

And/Or

Dental insurance is available to [name of obligee] at a reasonable cost of \$[amount] per month from a source other than through [his/her] employment or membership in a union, trade association, or other organization.

Or

No parent has access to dental insurance at a reasonable cost.

Continue with the following if the court found that dental insurance is available to a parent at a reasonable cost. Otherwise, skip to [9.L.6.](#)

Include the following if applicable.

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

Continue with the following.

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

9.L.5. Provision of Dental Coverage

5. Provision of Dental Coverage—

Select [9.L.5.a.](#) (dental insurance to be provided by obligor) or [9.L.5.b.](#) (dental insurance to be provided by obligee).

9.L.5.a. Dental Insurance to Be Provided by Obligor

As additional child support, [**name of obligor**] is ORDERED to [maintain/obtain, within [**number**] days after entry of this order, and then maintain] dental insurance for [the/each] child as long as child support is payable for that child. [**Name of obligor**] is ORDERED—

Include the following paragraph a. if insurance is provided *through obligor's employment*.

- a. to furnish to each conservator of the child[ren] [**include if applicable**: and the Office of the Attorney General Child Sup-

port Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:

- i. [name of obligor]'s Social Security number;
- ii. the name and address of [name of obligor]'s employer;
- iii. whether [name of obligor]'s employer is self-insured or has dental insurance available;
- iv. proof that dental insurance has been provided for [the/each] child;
- v. if [name of obligor]'s employer has dental insurance available:
 - (a) the name of the dental insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a dental insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;and
- vi. if [name of obligor]'s employer is self-insured:
 - (a) a copy of the schedule of benefits;
 - (b) a membership card;
 - (c) claim forms; and

(d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligor's employment*.

a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:

- i. [**name of obligor**]'s Social Security number;
- ii. proof that dental insurance has been provided for [the/each] child; and
- iii. the following information and documents:
 - (a) the name of the dental insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a dental insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;

Continue with the following.

b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the dental

insurance policy covering [the/a] child and any additional information regarding dental insurance coverage of the child[ren] not later than the fifteenth day after [**name of obligor**] receives or is provided with the renewal, change, or additional information;

- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of any termination or lapse of the dental insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of dental insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligor**] of additional dental insurance for the child[ren] not later than the fifteenth day after the date the additional dental insurance becomes available; and
- e. after a termination or lapse of dental insurance coverage, to enroll the child[ren] in a dental insurance plan that is available to [**name of obligor**] at reasonable cost at the next available enrollment period.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if [**name of obligor**] is eligible for dependent dental 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.

Or

9.L.5.b. *Dental Insurance to Be
Provided by Obligee*

As additional child support, [**name of obligee**] is ORDERED to [maintain/obtain, within [**number**] days after entry of this order, and then maintain] dental insurance for [the/each] child as long as child support is payable for that child. [**Name of obligee**] is ORDERED—

Include the following paragraph a. if insurance is provided *through obligee's employment*.

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. [**name of obligee**]'s Social Security number;
 - ii. the name and address of [**name of obligee**]'s employer;
 - iii. whether [**name of obligee**]'s employer is self-insured or has dental insurance available;
 - iv. proof that dental insurance has been provided for [the/each] child;
 - v. if [**name of obligee**]'s employer has dental insurance available:

- (a) the name of the dental insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a dental insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;
- and

vi. if [**name of obligee**]'s employer is self-insured:

- (a) a copy of the schedule of benefits;
- (b) a membership card;
- (c) claim forms; and
- (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligee's employment*.

a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:

- i. [**name of obligee**]'s Social Security number;
- ii. proof that dental insurance has been provided for [the/each] child; and
- iii. the following information and documents:

- (a) the name of the dental insurance carrier;
- (b) the number of the policy;
- (c) a copy of the policy;
- (d) a schedule of benefits;
- (e) a dental insurance membership card;
- (f) claim forms; and
- (g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the dental insurance policy covering [the/a] child and any additional information regarding dental insurance coverage of the child[ren] not later than the fifteenth day after [**name of obligee**] receives or is provided with the renewal, change, or additional information;
- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of any termination or lapse of the dental insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of dental insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligee**] of additional dental insurance for the child[ren] not later than the fifteenth day

after the date the additional dental insurance becomes available; and

- e. after a termination or lapse of dental insurance coverage, to enroll the child[ren] in a dental insurance plan that is available to [name of obligee] at reasonable cost at the next available enrollment period.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if [name of obligee] is eligible for dependent dental 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 154.1825(d) of the Texas Family Code, [name of obligor] is ORDERED to pay [name of obligee], as additional child support, the amount of [number] dollars (\$[amount]) per month for the cost of dental insurance, 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 thereafter until the termination of current child support for [the child/all children] under this order.

IT IS FURTHER ORDERED that the Income Withholding Order for Support authorized above in this order shall include the payments ordered herein for the cost of dental insurance.

IT IS FURTHER ORDERED that all payments for the cost of dental insurance shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791. IT IS ORDERED that all payments shall be made payable to the Office

of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [name of obligor]'s name as the name of the noncustodial parent (NCP), and [name of obligee]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

IT IS ORDERED that the provisions of this order for payments for the cost of dental insurance shall be an obligation of the estate of [name of obligor] and shall not terminate on [his/her] death.

Continue with the following in all orders.

9.L.6. *Allocation of
Unreimbursed Expenses*

§ 154.183(c)

Select 9.L.6.a. , 9.L.6.b. , 9.L.6.c. , or 9.L.6.d. as applicable.

9.L.6.a. *Allocation If Private
Health Insurance and
Dental Insurance
Ordered*

6. Allocation of Unreimbursed Expenses—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 or dental 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 other than dental expenses if, at the time the expenses are incurred, [[name of obligor] is providing health insurance/[name of obligee] is providing health insurance and [name of obligor] is paying additional child support for the cost of health insurance] as ordered.

[Name of obligee] is ORDERED to pay [percent] percent and [name of obligor] is ORDERED to pay [percent] percent of the unreimbursed dental expenses if, at the time the expenses are incurred, [[name of obligor] is providing dental insurance/[name of obligee] is providing dental insurance and [name of obligor] is paying additional child support for the cost of dental insurance] as ordered.

Or

9.L.6.b. *Allocation If Private
Health Insurance but No
Dental Insurance
Ordered*

6. Allocation of Unreimbursed Expenses—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/[name of obligee] is providing health insurance and [name of obligor] is paying additional child support for the cost of health insurance] as ordered.

Or

9.L.6.c. *Allocation If No Private
Health Insurance
Available and No Dental
Insurance Ordered*

6. Allocation of Unreimbursed Expenses—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 that exceed the amount of cash medical support paid by **[name of obligor]**.

Or

*9.L.6.d. Allocation If No Private
Health Insurance
Available and Dental
Insurance Ordered*

6. Allocation of Unreimbursed Expenses—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 or dental 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 other than dental expenses that exceed the amount of cash medical support paid by **[name of obligor]**.

[Name of obligee] is ORDERED to pay **[percent]** percent and **[name of obligor]** is ORDERED to pay **[percent]** percent of the unreimbursed dental expenses if, at the time the expenses are incurred, **[[name of obligor]** is providing dental insurance/**[name of obligee]** is providing dental insurance and **[name of obligor]** is paying additional child support for the cost of dental insurance] as ordered.

Continue with the following.

*9.L.6.e. Payment of Allocated
Expenses*

The conservator who incurs a health-care expense on behalf of [the/a] child is ORDERED to furnish to the other conservator all forms, receipts, bills,

statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them. If the incurring conservator furnishes to the nonincurring conservator the forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them, the nonincurring conservator is ORDERED to pay the nonincurring conservator's percentage of the unreimbursed portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring conservator for any advance payment exceeding the incurring conservator's percentage of the unreimbursed portion of the health-care expenses within thirty days after the nonincurring conservator receives the forms, receipts, bills, statements, and/or explanations of benefits. If the incurring conservator fails to furnish to the nonincurring conservator the forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them, the nonincurring conservator is ORDERED to pay the nonincurring conservator's percentage of the unreimbursed portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring conservator for any advance payment exceeding the incurring conservator's percentage of the unreimbursed portion of the health-care expenses within 120 days after the nonincurring conservator receives the forms, receipts, bills, statements, and/or explanations of benefits.

9.L.7. Secondary Coverage

7. Secondary Coverage—IT IS ORDERED that if a conservator provides secondary health insurance coverage [**include if applicable:** or dental insurance coverage] for the child[ren], the conservators 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 conservator who pays for health-care expenses for the child[ren] is reimbursed for the payment from both carriers to the fullest extent possible.

9.L.8. *Compliance with Insurance Company Requirements*

8. Compliance with Insurance Company Requirements—Each conservator is ORDERED to conform to all requirements imposed by the terms and conditions of any policy of health [**include if applicable:** or dental] insurance covering the child[ren] in order to assure the 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 conservator is ORDERED to use “preferred providers” or services within the health maintenance organization or preferred provider network, if applicable. Disallowance of the bill by an insurance company shall not excuse the obligation of a conservator to make payment. Excepting emergency health-care expenses incurred on behalf of the child[ren], if a conservator incurs health-care expenses for the child[ren] using “out-of-network” providers or services or fails to follow the insurance company procedures or requirements, that conservator shall pay all such health-care expenses incurred absent (1) written agreement of the conservators allocating such health-care expenses or (2) further order of the Court.

9.L.9. *Claims*

9. Claims—Except as provided in this paragraph, a conservator who is not carrying the health [**include if applicable:** or dental] insurance policy cov-

ering the child[ren] is ORDERED to furnish to the conservator carrying the policy, within fifteen days of receiving them, all forms, receipts, bills, and statements reflecting the health-care expenses the conservator 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 conservator who is not carrying the health [**include if applicable:** or dental] insurance policy covering the child[ren], at that conservator'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 conservator not carrying policy**] is designated the managing conservator or possessory conservator of the child[ren].

The conservator who is carrying the health [**include if applicable:** or dental] 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 conservator on behalf of [the/a] child to the insurance carrier within fifteen days of that conservator's receiving any form, receipt, bill, or statement reflecting the expenses.

9.L.10. Constructive Trust

10. Constructive Trust for Payments Received—IT IS ORDERED that any insurance payments received by a conservator from the health [**include if applicable:** or dental] insurance carrier as reimbursement for health-care expenses incurred by or on behalf of [the/a] child shall belong to the conservator who paid those expenses. IT IS FURTHER ORDERED that the conservator receiving the insurance payments is designated a constructive trustee to receive

any insurance checks or payments for health-care expenses paid by the other conservator, and the conservator carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits received, to the other conservator within three days of receiving them.

9.L.11. Warning
§ 154.188

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

Include 9.L.12. if insurance through a conservator's employment is ordered.

9.L.12. Notice to Employer

12. 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 conservator not carrying the health **[include if applicable: or dental]** insurance policy is designated the custodial parent and alternate recipient's representative.

Include 9.M.–9.Q. as applicable.

9.M. Military Health Care and Commissary Privileges

The Court finds that [name] is a member of the United States Armed Forces and that the child[ren] the subject of this suit [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] the subject of this suit 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.

9.N. No Credit for Informal Payments

IT IS ORDERED that the child support as prescribed in this order 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 order, for food, clothing, gifts, travel, shelter, or entertainment are deemed in addition to and not in lieu of the support ordered in this order.

9.O. Life Insurance

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 order, maintain in full force and effect at [name of obligor]'s sole cost and expense a life insurance policy, which may be a decreasing term life insurance policy, insuring the life of [name of obligor], with an initial

death benefit not less than the amount of the “Unpaid Child Support,” that will establish an insurance-funded [trust/annuity] payable to [name of obligee] for the benefit of the child[ren] that will satisfy the support obligation under the child support order in the event of the obligor’s death, pursuant to sections 154.015 and 154.016 of the Texas Family Code.

“Unpaid Child Support” is defined as the sum of the following:

1. an amount equal to the total amount of monthly periodic child support payments under the terms of this order, as modified by future court orders, that would be due between the date of this order until the end of the month of [the/each] child’s eighteenth birthday [, which the Court finds to be [number] dollars (\$[amount])];
2. an amount equal to the total amount of health insurance and dental insurance premiums payable for the benefit of the child[ren] under the terms of this order, as modified by future court orders, that would be due between the date of this order until the end of the month of [the/each] child’s eighteenth birthday [, which the Court finds to be [number] dollars (\$[amount])]; and
3. an amount equal to the balance owing on all cumulative judgments awarded against [name of obligor] for retroactive child support, child support arrearages, medical support arrearages, and dental support arrearages, as well as postjudgment interest on each judgment as of the date of this order [, which the Court finds to be [number] dollars (\$[amount])].

The Court finds that as of the date of this order the amount of Unpaid Child Support is [number] dollars (\$[amount]).

[**Name of obligor**] is ORDERED to provide [**name of obligee**] written proof from the life insurance company confirming the coverage required under this portion of the order no later than thirty days after the date this order is signed by the Court [through the parties' attorneys/by mailing to [**name of obligee**] at [**address**]/by e-mailing to [**name of obligee**] at [**e-mail address**]].

IT IS ORDERED that on [**date**] of each calendar year [**name of obligor**] and [**name of obligee**] shall recalculate the amount of Unpaid Child Support, replacing the date of the order or, if applicable, the date of the most recent recalculation with the date of the newest recalculation until the balance of the Unpaid Child Support is zero. After each recalculation, [**name of obligor**] may decrease the amount of the death benefit of the insurance policy to an amount equal to or greater than the most recently recalculated Unpaid Child Support. If after any recalculation the death benefit of the life insurance policy is less than the recalculated Unpaid Child Support, within thirty days of that recalculation [**name of obligor**] is ORDERED to increase and maintain the death benefit to an amount equal to or greater than the most recently recalculated Unpaid Child Support.

Within thirty days of any change of the death benefit or of any beneficiary of the life insurance policy or of any written request by [**name of obligee**] [mailed to [**name of obligor**]'s last known mailing address/e-mailed to [**name of obligor**]'s last known e-mail address/sent by text message to [**name of obligor**]'s last known mobile telephone number/[**other method of communication**]], [**name of obligor**] is ORDERED to provide [**name of obligee**] at [**name of obligee**]'s last known [mailing/e-mail] address the documentation from the life insurance company showing the policy's current death benefit and the policy's current beneficiary designation(s). With [his/her] signature to this order,

[**name of obligor**] authorizes [**name of obligee**] to obtain directly from the insurance company issuing the life insurance policy the current death benefit of the policy and the policy's beneficiary designation(s). Not later than thirty days after receipt of a form required by the insurance company to authorize [**name of obligee**] to directly obtain this information, [**name of obligor**] is ORDERED to execute and deliver each such form to [**name of obligee**] at [**name of obligee**]'s last known mailing address.

On the date of this order, [**name of obligor**] is ORDERED to create an insurance-funded [trust/annuity], the complete terms and documents of which [**name of obligor**] shall provide to [**name of obligee**] [through the parties' attorneys/by mailing to [**name of obligee**] at [address]/by e-mailing to [**name of obligee**] at [e-mail address]]. Within fifteen days of any written request by [**name of obligee**] [mailed to [**name of obligor**]'s last known mailing address/e-mailed to [**name of obligor**]'s last known e-mail address/sent by text message to [**name of obligor**]'s last known mobile telephone number/[other method of communication]], [**name of obligor**] is ORDERED to provide [**name of obligee**] at [**name of obligee**]'s last known [mailing/e-mail] address the complete, current terms and documents of the [trust/annuity].

If [**name of obligor**]'s death occurs before the termination of [his/her] child support obligation, the proceeds of the life insurance policy shall fund the [trust/annuity] and shall be distributed as ordered by the Court in accordance with the Texas Family Code. If the proceeds of the life insurance policy are insufficient to satisfy [**name of obligor**]'s child support obligation as determined by the Court, any unpaid child support obligation shall be an obligation of [**name of obligor**]'s estate. If the proceeds of the life insurance policy exceed [**name of obligor**]'s child support obligation as determined by the Court, [**name**

of obligor], through the terms of the [trust/annuity], shall determine the disposition of those excess funds after [**name of obligee**] is paid a sum equal to the child support obligation.

IT IS ORDERED if any person or entity other than the insurance-funded [trust/annuity] described above receives proceeds of the life insurance policy [**name of obligor**] is ordered to maintain under the terms of this portion of the order before both the Court orders the distribution of those proceeds and those proceeds are distributed in accordance with that order, that person or entity shall be designated a constructive trustee of those funds for the benefit of [**name of obligee**] to the extent the Court orders those funds to be paid to [**name of obligee**] to satisfy [**name of obligor**]'s child support obligation.

9.P. Other Items

Several child-related items that are frequently covered by an agreement incident to divorce may be inserted in the final order in a suit affecting the parent-child relationship. These provisions commonly cover such subjects as private schools, automobiles, summer camp, and extracurricular activities. See form [23-6](#) for drafting suggestions.

9.Q. Security for Child Support
§ 157.109

IT IS ORDERED that [**name**] shall post a cash or security bond in the amount of [**number**] dollars (\$[**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 order.

Continue with the following.

9.R. Support as Obligation of Estate

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

death of **[name of obligor]**. IT IS ORDERED that payments received by **[name of obligee]** for the benefit of the child[ren] due to the death of **[name of obligor]**, 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.

**9.S. Termination of Orders on
[Re]marriage of Parties but
Not on Death of Obligee**
§§ 154.006(b), 154.013(a)

The provisions of this order relating to current child support terminate on the [marriage/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 order does not terminate on the death of **[name of obligee]** but continues as an obligation to **[name[s] of child[ren]]**.

If appropriate, see form 45-5 or 45-6 for temporary orders regarding support to be effective for the duration of a party's military duty.

**10. Optimizing Development of
Relationship between Parties
and Child[ren]**
§ 153.601(4)(D)

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

Include 11. if applicable.

11. Settlement of Future Disputes*Settlement of Future Disputes*

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

Select one of the following.

a. Collaborative Model

Include the following paragraph if the matter was settled using collaborative law.

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 party 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], 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.

Or

b. Mediation/Arbitration

Tex. Fam. Code §§ 153.133(b) and 153.134 strongly urge the use of alternative dispute resolution procedures. The following language is intended to cover issues of conservatorship and 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 order or to enforce any subsequent modifications of this order. 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 litigate [the/a] suit for modification.

Include the following if the parties agree to arbitrate future claims or controversies.

The parties agree that any claim or controversy arising out of this order 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 this order. The cost of the arbitrator will be paid [**percent**] percent by [**name**] and [**percent**] percent by [**name**].

Include 12.–16. as applicable.

**12. Parenting Coordinator/
Facilitator**

Parenting [Coordinator/Facilitator]

IT IS ORDERED that [**name**] is appointed parenting [coordinator/facilitator]. [Include appropriate provisions from form 16-18 or 16-19, including findings required under Tex. Fam. Code § 153.605(b) or § 153.6051(b).]

13. Medical Notification

Medical Notification

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

Within [number] days after receipt of a written request from [the other/another] conservator, the conservator receiving the request is ORDERED to execute and provide to the requesting conservator—

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 conservator 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 conservator executes an authorization for disclosure of protected health information pursuant to the HIPAA and 45 C.F.R. section 164.508.

**14. Parent Education and Family
Stabilization Course**

Parent Education and Family Stabilization Course

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 instruc-

tion, 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.

15. Coparenting Website Program

Coparenting Website Program

IT IS ORDERED that [name] and [name] each shall, within ten days after this order is signed by the Court, obtain at [his or her/his/her] sole expense a subscription to the [name of coparenting website] program on the website at [website address]. IT IS FURTHER ORDERED that [name] and [name] each shall maintain that subscription in full force and effect for as long as [the/any] child is under the age of eighteen years and not otherwise emancipated.

IT IS ORDERED that [name] and [name] shall each communicate through the [name of coparenting website] program with regard to all communication regarding the child[ren], except in the case of an emergency or other urgent matter.

IT IS ORDERED that [name] and [name] each shall timely post all significant information concerning the health, education, and welfare of the child[ren], including but not limited to the child[ren]'s medical appointments,

the child[ren]’s schedule[s] and activities, and requests for reimbursement of uninsured health-care expenses, on the [name of coparenting website] website. However, IT IS ORDERED that neither party shall have any obligation to post on that website any information to which the other party already has access through other means, such as information available on the website[s] of the child[ren]’s school[s].

IT IS FURTHER ORDERED that [name] and [name] shall each timely post on the [name of coparenting website] website a copy of any e-mail received by the party from the child[ren]’s school[s] or any health-care provider of the child[ren], in the event that e-mail was not also forwarded by the school[s] or health-care provider to the other party.

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

By agreement, the parties may communicate in any manner other than using the [name of coparenting website] program, but other methods of communication used by the parties shall be in addition to, and not in lieu of, using the [name of coparenting website] program.

**16. Permanent Injunctions as to
Persons**

Injunctive Relief

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 that **[name]** is permanently enjoined from:

Select as required by petition.

1. *Threatening Other Party*

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

2. *Communicating*

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~~.

3. *Entering Residence or Place of Employment*

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 order.

4. *Interfering with Possession of Child~~ren~~*

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.

5. *Coming to Day Care or School*

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.

- *Service of Writ*
TRCP 689

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.

Continue with the following.

17. Information Regarding Parties

§ 105.006(a)

Required Information

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

If the court finds that requiring a party to give certain items of this information to another party is likely to cause the child or a conservator harassment, abuse, serious harm, or injury, or to subject the child or a conservator to family violence, as defined by [Tex. Fam. Code § 71.004](#), the court may make any orders it considers necessary regarding the information. [Tex. Fam. Code § 105.006\(c\)](#). Information regarding the child appears in [6](#). rather than here, because the child is not a party.

Name: [**name of petitioner**]

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 respondent**]

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:

Repeat as needed for other parties.

18. Required Notices

§§ 105.006(e), (e-1), (e-2),
105.007

Required Notices

Include the following four paragraphs of 18. unless an exception exists under Tex. Fam. Code § 105.006(c) .

Tex. Fam. Code § 105.007(c) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also Tex. Fam. Code § 105.006(c) .

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 SUF-

FICIENT TIME TO PROVIDE 60-DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

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

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

Notice 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.

Include the following paragraphs in all orders.

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.

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

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

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

19. Warnings to Parties
§ 105.006(d)

Warnings

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.

20. Attorney's Fees and Ad Litem Fees

Attorney's [and Ad Litem] Fees

20.A. Petitioner's Attorney

IT IS ORDERED that good cause exists to award **[name of attorney]** judgment in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent. Respondent 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.

- *Attorney's Fees on Appeal*

IT IS FURTHER ORDERED that [name] is awarded a judgment of [number] dollars (\$[amount]) against [name] for attorney's fees on appeal for the benefit of [his/her] attorney, [name]. The judgment shall bear interest at [percent] percent per year compounded annually from the date the award is made final by the appropriate appellate court's judgment, for which let execution issue.

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

Following are some of the levels of attorney's fees that may be included in the appellate process. For a more complete listing that should be considered in proving up appellate attorney's fees, see the practice notes at section [20.23](#).

IT IS ORDERED that [name] shall be entitled to a remittitur of [number] dollars (\$[amount]) if a petition for review is granted by the Supreme Court of Texas but oral argument is not granted.

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if briefing on the merits is not requested by the Supreme Court of Texas.

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if a responsive brief to the petition for review is not requested by the Supreme Court of Texas.

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

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if there is no oral argument in the court of appeals.

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if an appellate brief is not filed with the court of appeals.

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

Continue with the following if applicable.

**20.B. Ad Litem or Amicus for
Child[ren]**

The Court finds that [name of attorney or professional] has satisfactorily discharged all of [his/her] duties and obligations under chapter 107 of the Texas Family Code, and IT IS ORDERED that [he/she] is hereby discharged and relieved of any further rights, duties, and responsibilities in this case. IT IS FURTHER ORDERED that [name of attorney or professional] is awarded [number] dollars (\$[amount]) as [legal/professional] fees for services rendered as [guardian ad litem/attorney ad litem/amicus attorney]. [Include if applicable: The Court finds that the fees are necessities for the benefit of the child[ren].] These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney or professional] by cash, cashier's check, or money order on or before [date]. [Name of attorney or professional] may enforce this order for fees in [his/her] own name.

And/Or

20.C. Ad Litem for Absent Party

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of absent party], who received process by substituted service but did not otherwise appear. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

Repeat for each additional attorney ad litem as needed.

21. Costs

TCPRC § 31.007

Costs

Select 21.A., 21.B., 21.C., or 21.D.

21.A. One Party Due—No Judgment

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

21.B. One Party Due—Judgment

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

21.C. Party Incurring

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

21.D. Half to Each Party

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

Include [22](#). if applicable.

22. Merger of Settlement Agreement*Merger of [Mediated/Collaborative Law] Settlement Agreement*

This order is stipulated to represent a merger of a [mediated/collaborative law] settlement agreement dated [**date**] between the parties. To the extent there exist any differences between the [mediated/collaborative law] settlement agreement and this order, this order shall control in all instances.

Include [23](#). if applicable.

**23. [Discharge from] Discovery Retention Requirement
TRCP 191.4(d)***[Discharge from] Discovery Retention Requirement*

IT IS ORDERED 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.

Or

IT IS ORDERED that any persons required to serve discovery materials shall maintain, for a period of [**number**] months after this order 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 that the discovery materials shall be maintained while the appeal is pending.

24. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

25. Date of Order

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

26. Approvals

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include the following if applicable.

[Name]
[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]
State Bar No.: [if applicable]
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Complete information on suit affecting the family relationship (form 56-18), parent-child relationship information sheet (form 56-19), income withholding for support (form 9-3), and medical support notice (form 9-1). If the statement regarding health and dental insurance information required under [Tex. Fam. Code §§ 154.181\(b\) and 154.1815\(c\)](#) (form 56-2) has not been filed, it should be filed before this order is presented.

Chapter 41

Modification of Texas Orders

Form 41-1	Petition to Modify Parent-Child Relationship	657
Form 41-2	Petitioner’s Supporting Affidavit	693
Form 41-3	Respondent’s Special Appearance	698
Form 41-4	Respondent’s Original Answer	701
Form 41-5	Motion to Deny Relief in Suit to Modify Parent-Child Relationship	705
Form 41-6	Order Denying Relief in Suit to Modify	708
Form 41-7	Temporary Restraining Order and Order Setting Hearing for Temporary Orders	711
Form 41-8	Notice of Hearing for Temporary Orders and Order to Appear.	719
Form 41-9	Temporary Orders in Suit to Modify Parent-Child Relationship.	726
Form 41-10	Order in Suit to Modify Parent-Child Relationship	776
Form 41-11	Motion to Deny Relief Requested in Motion for Temporary Order	881
Form 41-12	Order Denying Relief Requested in Motion for Temporary Order	884
<i>[Forms 41-13 through 41-20 are reserved for expansion.]</i>		
Form 41-21	Petition to Modify Spousal Maintenance	886
Form 41-22	Respondent’s Original Answer [to Petition to Modify Spousal Maintenance]	892
Form 41-23	Order in Suit to Modify Spousal Maintenance.	895

Form 41-1

This petition to modify an order rendered in a suit affecting the parent-child relationship must be filed under the same docket number in the court of continuing jurisdiction.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition to Modify Parent-Child Relationship**1. *Discovery Level***
*TRCP 190.1**1. Discovery Level*

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
*§ 201.005**2. Objection to Assignment of Case to Associate Judge*

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. Parties and Order

§§ 102.008, 156.001 et seq.;
TCPRC § 30.014

3. Parties and Order to Be Modified

This suit to modify a prior order is brought by [**name of petitioner**], Petitioner. [The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.] Petitioner is the [**specify**] of the child[ren] and has standing to bring this suit. The requested modification will be in the best interest of the child[ren].

Respondent is [**name of respondent**].

The order to be modified is entitled [**title of order**] and was rendered on [**date**].

4. Jurisdiction

§ 102.008(b)(1)

4. Jurisdiction

This Court has continuing, exclusive jurisdiction of this suit.

5. Child[ren]

§ 102.008(b)(2)

5. Child[ren]

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

Repeat above information for each additional child.

6. Parties Affected

§§ 102.008(b)(3)–(8), 156.003

6. Parties Affected

6.A. Parties

The following parties may be affected by this suit:

Name:

Relationship: [e.g., joint managing conservator, managing conservator, possessory conservator, parent, guardian of person, guardian of estate]

- *Service*
§ 102.009

Select one of the following.

1. Personal

Process should be served [include if applicable: at [address, city, state, zip code]].

2. Waiver

No service is necessary at this time.

3. Substituted
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat for each additional party.

Include [6.B.](#) if any party resides outside Texas.

6.B. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [**exhibit number/letter**].

7. Nonresident Entitled to Citation
§ 102.011

7. Nonresident Entitled to Citation

[**Name of nonresident**], named above, is a nonresident of Texas.

Select one or more of [7.A.](#)–[7.H.](#)

7.A. Child[ren] Reside[s] in Texas
§ 102.011(b)(3)

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

7.B. Former Resident
§ 102.011(b)(4)

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

7.C. Payment of Prenatal Expenses or Support
§ 102.011(b)(5)

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

7.D. In-State Intercourse

§ 102.011(b)(6)

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

7.E. Personal Service of Citation

§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

7.F. Submission to Jurisdiction

§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

7.G. Paternity Registry/AOP

§ 102.011(b)(7)

The nonresident person [registered with the paternity registry maintained by the vital statistics unit/signed an acknowledgment of paternity of a child born in Texas who is the subject of this suit] as provided by chapter 160 of the Texas Family Code.

7.H. Other Long-Arm Jurisdiction Facts

§ 102.011(b)(8)

State other facts required for long-arm jurisdiction.

Repeat for each additional nonresident.

Include 8. if requesting modification of child support or medical or dental support.

8. Insurance Information

§§ 154.181(b), 154.1815(c)

8. Insurance Information

Information required by sections 154.181(b) and 154.1815(c) of the Texas Family Code is provided in the statement attached as Exhibit [**exhibit number/letter**].

9. Property*9. Child[ren]'s Property***9.A. No Change**

There has been no change of consequence in the status of the child[ren]'s property since the prior order was rendered.

Or

9.B. Change Since Prior Order

The following changes in the status of the child[ren]'s property have occurred since the prior order was rendered: [**describe changes**].

10. Protective Order Statement

§ 102.008(b)(11)

10. Protective Order Statement

Select 10.A. if no order is in effect and no application is pending. Include 10.B. if one or more orders are in effect. Include 10.C. if one or more applications are pending.

10.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code

of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

10.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

10.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

**11. Modification of
Conservatorship or
Possession and Access**

11. Modification of [Conservatorship/Possession and Access]

Select one or more of the following.

**11.A. Change of Conservatorship
or Possession and
Access—Grounds**
§ 156.101

11.A.1. Change in Circumstances
§ 156.101(1)

**11.A.1.a. Order Not Based on
Agreement**

The order to be modified is not based on a mediated or collaborative law settlement agreement. The circumstances of the child[ren], a conservator, or other party affected by the order to be modified have materially and substantially changed since the date of rendition of the order to be modified.

Or

**11.A.1.b. Order Based on
Agreement**

The order to be modified is based on a [mediated/collaborative law] settlement agreement. The circumstances of the child[ren], a conservator, or other party affected by the order to be modified have materially and substantially changed since the date of the signing of the [mediated/collaborative law] settlement agreement on which the order to be modified is based.

And/Or

**11.A.2. Preference of Child 12 or
Older**
§ 156.101(2)

[Name], [the/a] child the subject of this suit, is twelve years of age or older and [has expressed/will express] to the Court in chambers, as provided in section 153.009 of the Texas Family Code, the name of the person who is the child's preference to have the exclusive right to designate the primary residence of the child.

And/Or

**11.A.3. Voluntary Relinquishment
by Conservator with
Exclusive Right to
Designate Primary
Residence
§ 156.101(3)**

The conservator who has the exclusive right to designate the primary residence of the child[ren] has voluntarily relinquished the primary care and possession of the child[ren] to another person for at least six months, and such temporary relinquishment is not a result of the conservator's military deployment, military mobilization, or temporary military duty as those terms are defined in section 153.701 of the Texas Family Code.

Include the following if applicable.

**11.B. Modification of Exclusive
Right to Designate Primary
Residence of Child[ren]
within 1 Year
§ 156.102**

**11.B.1. Order Not Based on
Agreement**

The order to be modified is not based on a mediated or collaborative law settlement agreement. This suit to modify the designation of the person having the exclusive right to designate the primary residence of the child[ren] is filed within one year after the date of the rendition of the order to be modified. Petitioner's affidavit setting forth the statutory allegations and supporting facts is attached as Exhibit [exhibit number/letter].

Or

**11.B.2. Order Based on
Agreement**

The order to be modified is based on a [mediated/collaborative law] settlement agreement. This suit to modify the designation of the person having the exclusive right to designate the primary residence of the child[ren] is filed

within one year after the date of the signing of the [mediated/collaborative law] settlement agreement on which the order to be modified is based. Petitioner's affidavit setting forth the statutory allegations and supporting facts is attached as Exhibit [exhibit number/letter].

Include 11.C.–11.N. as applicable.

**11.C. Respondent Convicted of
Child Abuse**
§ 156.104

[Respondent has been convicted of an offense under section 21.02 of the Texas Penal Code/Respondent has been convicted of an offense involving the abuse of a child under section [21.11/22.011/22.021] of the Texas Penal Code/ Respondent has had an order deferring adjudication with regard to an offense involving the abuse of a child under section [21.11/22.011/22.021] of the Texas Penal Code].

**11.D. Respondent Convicted of
Family Violence**
§ 156.1045

[Respondent has been convicted of/Respondent has had an order deferring adjudication with regard to] an offense involving family violence.

11.E. Death of Conservator
§ 156.106

[Name], who was [a/the] [sole managing/joint managing/possessory] conservator of the child[ren], has died.

**11.F. Conservatorship—Relief
Requested****11.F.1. Change of
Conservatorship—
by Agreement
§ 153.007**

Petitioner believes that the parties will enter into a written agreement containing provisions for modification of the order providing for conservatorship of the child[ren].

Or

**11.F.2. Change of
Conservatorship—
Requested Relief**

Petitioner requests that [he/she] be appointed as the person who [has/does not have] the right to designate the primary residence of the child[ren].

And/Or

Petitioner requests that the rights and duties of the respective conservators of the child[ren] be modified to provide as follows: **[state modification requested]**.

If appropriate, see forms [45-1](#) and [40-1](#) for pleadings for temporary orders regarding rights and duties to be effective for the duration of a party's military duty.

**11.G. History or Pattern of Family
Violence or Child Abuse or
Child Neglect, or Final
Protective Order Against
Respondent
§ 153.005(c)**

Include [11.G.1.](#), [11.G.2.](#), and/or
[11.G.3.](#) as applicable.

11.G.1. Family Violence
§ 153.005(c)(1)

Preceding the filing of this suit, Respondent has engaged in a history or pattern of family violence, as defined by section 71.004.

And/Or

11.G.2. Child Abuse or Neglect
§ 153.005(c)(2)

Preceding the filing of this suit, Respondent has engaged in a history or pattern of [child abuse/child neglect/child abuse and child neglect].

And/Or

11.G.3. Final Protective Order
§ 153.005(c)(3)

Preceding the filing of this suit, a final protective order was rendered against Respondent.

Continue with [11.G.4.](#)

11.G.4. Request

Petitioner requests that the Court consider this conduct in appointing the Petitioner as sole managing conservator or the parties as joint managing conservators.

**11.H. Possession and Access—
Relief Requested**

**11.H.1. Change of Possession and
Access—by Agreement**

Petitioner believes that the parties will enter into a written agreement containing provisions for modification of the order providing for possession of and access to the child[ren].

Or

11.H.2. *Change of Possession and
Access—Requested Relief*

Petitioner requests that the terms and conditions for access to or possession of the child[ren] be modified to provide as follows: **[state modification requested, including, if appropriate, a request for electronic communication].**

Include 11.H.3.a. and/or
11.H.3.b. if applicable.

11.H.3. *Respondent Committed
Family Violence or Sexual
Offense Resulting in
Pregnancy*
§ 153.004(d)

11.H.3.a. *Respondent Committed
Family Violence*
§ 153.004(d)(1)

Respondent has a history or pattern of committing family violence during the two-year period preceding the date of filing of this suit. Petitioner requests the Court to deny Respondent access to the child[ren]. Alternatively, if the Court finds that awarding Respondent 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], Petitioner requests that the Court render a possession order that is designed to protect the safety and well-being of the child[ren] and any other person who has been a victim of family violence committed by Respondent, including but not limited to ordering that the periods of access be continuously supervised by an entity or person chosen by the Court, ordering that the exchange of possession of or access to the child[ren] occur in a protective setting, **[include if applicable: ordering Respondent to refrain from the consumption of alcohol or a controlled substance within the twelve hours before or during each of Respondent's periods of possession of or access to the child[ren],]** and ordering Respondent to attend and complete a battering intervention and prevention program or, if such a program is not available, to com-

plete a course of treatment with a mental health professional in accordance with section 153.010 of the Texas Family Code.

And/Or

**11.H.3.b. Respondent Committed
Sexual Offense
Resulting in Victim's
Pregnancy with Child
§ 153.004(d)(2)**

Respondent has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code and, as a direct result of the conduct, the victim of the conduct became pregnant with Respondent's child, [name of child]. Petitioner requests the Court to deny Respondent access to the child. Alternatively, if the Court finds that awarding Respondent access to the child would not endanger the child's physical health or emotional welfare and would be in the best interest of the child, Petitioner requests that the Court render a possession order that is designed to protect the safety and well-being of the child, including but not limited to ordering that the periods of access be continuously supervised by an entity or person chosen by the Court [./and] ordering that the exchange of possession of or access to the child occur in a protective setting [include if applicable: , and ordering Respondent to refrain from the consumption of alcohol or a controlled substance within the twelve hours before or during each of Respondent's periods of possession of or access to the child].

Include 11.H.4. if applicable.

**11.H.4. History of Family Violence
or Child Abuse or Neglect
§ 153.004(e), (f)**

There is a history or pattern of [child neglect/child abuse/family violence/child neglect and abuse/child neglect and family violence/child abuse

and family violence/child abuse, child neglect, and family violence] committed by [Respondent/[name]], who [resides in Respondent's household/is permitted by Respondent to have unsupervised access to the child[ren] during Respondent's periods of possession of or access to the child[ren]]]. **[Include if applicable:** A protective order was rendered under chapter 85 of title 4 of the Texas Family Code against [Respondent/[name]] during the two-year period preceding the date of filing of this suit.] Petitioner requests the Court to deny Respondent access to the child[ren]. Alternatively, Petitioner requests that the Court render a possession order that provides that Respondent's periods of visitation be continuously supervised by an entity or person chosen by the Court.

If appropriate, see forms [45-1](#) and [40-1](#) for pleadings for temporary orders regarding possession and access to be effective for the duration of a party's military duty.

11.I. Election of Alternative Possession Times

If the Court renders the standard possession order set forth in chapter 153 of the Texas Family Code, Petitioner elects [all the alternative beginning and ending possession times set forth in section 153.317(a) of the Texas Family Code to which Petitioner is entitled/the alternative beginning and ending possession times set forth in section 153.317(a)(**[specify subsection(s) of Code section 153.317(a) containing alternative time(s) being elected]**) of the Texas Family Code].

11.J. Declining Alternative Possession Times

If the Court renders the standard possession order set forth in chapter 153 of the Texas Family Code, Petitioner declines [all the alternative beginning and ending possession times provided in section 153.317(a) of the Texas Family Code to which Petitioner is entitled/the alternative beginning and end-

ing possession times provided in section 153.3171(a) that are set forth in section 153.317(a)([specify subsection(s) of Code section 153.317(a) containing alternative time(s) being declined]) of the Texas Family Code].

**11.K. Increased Expenses
Because of Change of
Residence**
§ 156.103

Respondent's change of residence has caused Petitioner to incur increased costs. Petitioner requests that the increased costs incurred by Petitioner to exercise Petitioner's periods of possession of the child[ren] be allocated in a manner deemed by the Court to be fair and equitable, taking into account the cause of the increased costs and the best interest of the child[ren]. Petitioner requests that any increase be made retroactive to the earlier of the time of service of citation on Respondent or the appearance of Respondent in this modification action.

**11.L. Security for Possession and
Access**
§§ 153.011, 157.109(a)(1)

Respondent may violate the Court's order relating to Respondent's possessory interest in the child[ren]. [Include if applicable: Respondent has denied possession of or access to the child[ren], [name[s]], on two or more occasions.] Petitioner requests the Court to order Respondent to execute a bond or deposit security in a reasonable amount, conditioned on Respondent's compliance with the Court's orders concerning possession of and access to the child[ren].

11.M. International Abduction
§ 153.501

Petitioner requests the Court to determine whether there is a risk of international abduction of the child[ren] by Respondent and to take such measures as are necessary to protect the child[ren].

**11.N. Parenting Coordinator/
Facilitator**

§§ 153.603(d), 153.605(a),
(b), 153.6051(a), (b)

Petitioner requests the Court to appoint a parenting [coordinator/
facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is
good cause for appointment of a parenting [coordinator/facilitator/coordinator
or facilitator] in that [**specify good cause**], and the appointment would be in
the best interest of the child[ren]].

Continue with the following.

11.O. Best Interest of Child[ren]

The requested modification is in the best interest of the child[ren].

12. Modification of Support*12. Support*

Select one or more of the following as applicable.

**12.A. Decrease or Increase—
Changed Circumstances**

§§ 156.401–.408

**12.A.1. Order Not Based on
Agreement**

The order to be modified is not based on a mediated or collaborative law
settlement agreement. The circumstances of the child[ren] or a person affected
by the order have materially and substantially changed since the date of the
rendition of the order to be modified, and the support payments previously
ordered should be [decreased/increased until the child[ren] [is/are] eighteen
years of age and, if the child[ren] [is/are] enrolled under chapter 25 of the
Texas Education Code in an accredited secondary school in a program leading
toward a high school diploma and complying with the minimum attendance
requirements of subchapter C of chapter 25 of the Education Code, or enrolled

under section 130.008 of the Education Code in courses for joint high school and junior college credit and complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code, or enrolled on a full-time basis in a private secondary school in a program leading toward a high school diploma and complying with the minimum attendance requirements imposed by that school, until the end of the month in which the child[ren] graduate[s] from high school]. **[Include if applicable:** The support payments previously ordered are not in substantial compliance with the guidelines in chapter 154 of the Texas Family Code, and the requested [decrease/increase] would be in the best interest of the child[ren].] **[Include if applicable:** Petitioner has been incarcerated in a [local/state/federal] [jail/prison] for a period exceeding 180 days.] **[Include if applicable:** Respondent's child support obligation was [abated/reduced/suspended] during Respondent's incarceration, and Respondent has been released from incarceration.] Petitioner requests that any [decrease/increase] be made retroactive to the earlier of the time of service of citation on Respondent or the appearance of Respondent in this modification action.

Or

12.A.2. Order Based on Agreement

The order to be modified is based on a [mediated/collaborative law] settlement agreement. The circumstances of the child[ren] or a person affected by the order have materially and substantially changed since the date of the signing of the [mediated/collaborative law] settlement agreement on which the order to be modified is based, and the support payments previously ordered should be [decreased/increased until the child[ren] [is/are] eighteen years of age and, if the child[ren] [is/are] enrolled under chapter 25 of the Texas Educa-

tion Code in an accredited secondary school in a program leading toward a high school diploma and complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code, or enrolled under section 130.008 of the Education Code in courses for joint high school and junior college credit and complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code, or enrolled on a full-time basis in a private secondary school in a program leading toward a high school diploma and complying with the minimum attendance requirements imposed by that school, until the end of the month in which the child[ren] graduate[s] from high school]. [Include if applicable: The support payments previously ordered are not in substantial compliance with the guidelines in chapter 154 of the Texas Family Code, and the requested [decrease/increase] would be in the best interest of the child[ren].] [Include if applicable: Petitioner has been incarcerated in a [local/state/federal] [jail/prison] for a period exceeding 180 days.] [Include if applicable: Respondent's child support obligation was [abated/reduced/suspended] during Respondent's incarceration, and Respondent has been released from incarceration.] Petitioner requests that any [decrease/increase] be made retroactive to the earlier of the time of service of citation on Respondent or the appearance of Respondent in this modification action.

Or

**12.B. Decrease or Increase—
Three Years
§§ 156.401–.408**

It has been three years since the order to be modified was [rendered/last modified], and the monthly amount of support ordered differs by [20 percent/\$100] from the amount that would be awarded in accordance with the guide-

lines in chapter 154 of the Texas Family Code. The support payments previously ordered should be [decreased/increased until the child[ren] [is/are] eighteen years of age and, if the child[ren] [is/are] enrolled under chapter 25 of the Texas Education Code in an accredited secondary school in a program leading toward a high school diploma and complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code or enrolled under section 130.008 of the Education Code in courses for joint high school and junior college credit and complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code, or enrolled on a full-time basis in a private secondary school in a program leading toward a high school diploma and complying with the minimum attendance requirements imposed by that school, until the end of the month in which the child[ren] graduate[s] from high school]. Petitioner requests that any [decrease/increase] be made retroactive to the earlier of the time of service of citation on Respondent or the appearance of Respondent in this modification action.

Or

**12.C. Increase or Decrease—
Agreement**
§ 154.124

Petitioner believes that the parties will enter into a written agreement containing provisions for modification of the order providing for support of the child[ren].

Include [12.D.](#)–12.I. as applicable.

12.D. Disabled Child

§ 154.302

12.D.1. Minor Disabled Child

[Name of child], a child the subject of this suit, requires substantial care and personal supervision because of a mental or physical disability and will not be capable of self-support. The Court is requested to order that payments for the support of this child be continued after the child's eighteenth birthday and extended for an indefinite period.

12.D.2. Adult Disabled Child

[Name of child], 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. The disability existed or its cause was known to exist before or on [name of child]'s eighteenth birthday. The Court is requested to order that payments for the support of this child be extended for an indefinite period.

12.E. Child in School beyond 18**Years**

§ 154.002

Tex. Fam. Code § 154.002 may not provide for children in home schooling.

[Name of child], a child the subject of this suit, is [enrolled under chapter 25 of the Texas Education Code in an accredited secondary school in a program leading toward a high school diploma and is complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code/enrolled under section 130.008 of the Texas 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/enrolled 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 the school in which the child is enrolled].

The Court is requested to order that payments for the support of this child be continued until the end of the month in which the child graduates from high school.

12.F. Change in Physical Possession
§ 156.409

[Name] has [voluntarily relinquished the actual care, control, and possession of the child[ren]/been [incarcerated/sentenced to be incarcerated] for at least ninety days/relinquished the primary care and possession of the child[ren] in a proceeding under [title 3/chapter 262] of the Texas Family Code].

[Petitioner/[name of person with physical possession]] has had physical possession of the child[ren] for at least six months. The Court is requested to modify the child support order to provide that [Petitioner/[name of person with physical possession]] shall have the right to receive and give receipt for payments of support for the child[ren] and to hold or disburse money for the benefit of the child[ren].

12.G. Security for Child Support
§ 157.109(a)(2)

[Respondent is employed by an employer not subject to the Court's jurisdiction./It is unworkable or inappropriate under existing circumstances for the Court to order withholding from Respondent's earnings for child support.] Petitioner requests the Court to order Respondent to execute a bond or post security payable through the registry of the Court to Petitioner, conditioned on Respondent's payment of child support.

12.H. Life Insurance

§ 154.016

Petitioner requests the Court to order Respondent to obtain and maintain a life insurance policy payable to Petitioner for the benefit of the child[ren] to be applied toward Respondent's support obligation under the child support order in the event of Respondent's death.

**12.I. Order in Title IV-D Case
Lacks Provision for Health
or Dental Care Coverage**

§ 156.401(a-2)

The order to be modified was rendered in a title IV-D case and does not provide for [health-care coverage as required under section 154.182/dental care coverage as required under section 154.1825/health-care coverage as required under section 154.182 or dental care coverage as required under section 154.1825] of the Texas Family Code. The Court is requested to order insurance coverage for the child in accordance with section[s] [154.182/154.1825/154.182 and 154.1825] of the Texas Family Code.

If appropriate, see form [45-1](#) for pleadings for temporary orders regarding support to be effective for the duration of a party's military duty.

Continue with the following.

12.J. Best Interest of Child[ren]

The requested modification is in the best interest of the child[ren].

13. Temporary Orders

§ 105.001

13. Request for Temporary Orders

Petitioner requests the Court, after notice and hearing, to make temporary orders for the safety and welfare of the child[ren], including but not limited to the following:

Select one or more of the following if applicable.

**13.A. Temporary Joint Managing
Conservators**
§ 105.001(a)(1)

Appointing Petitioner and Respondent temporary joint managing conservators [**include if applicable:** and designating Petitioner as the conservator who has the exclusive right to designate the primary residence of the child[ren]].

Or

**13.B. Temporary Conservator
with Right to Designate
Primary Residence**
§ 105.001(a)(1)

Appointing Petitioner the temporary conservator who has the right to designate the primary residence of the child[ren].

And/Or

13.C. Temporary Support
§§ 105.001(a)(2), 101.0095,
101.020

Ordering Respondent to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while this case is pending.

And/Or

**13.D. Temporary Conservator
without Right to Designate
Primary Residence**
§ 105.001(a)(1)

Appointing Petitioner the temporary conservator who does not have the right to designate the primary residence of the child[ren].

Include 13.E.–13.S. as applicable.

13.E. Electronic Communication

§ 153.015(b)

Ordering reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

13.F. Residence Restriction§§ 105.001(a)(1), (4),
153.134(b)(1)(A)

Restricting the primary residence of the child[ren] to [geographic area].

13.G. School Enrollment

§ 105.001(a)

[Awarding Petitioner the exclusive right to enroll the child[ren] in school./Ordering the parties to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence./Ordering the parties to enroll the child[ren] as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school [repeat for each child if more than one].]

13.H. Travel Restriction

§ 105.001(a)(4)

Enjoining Respondent from removing the child[ren] beyond [geographic area], acting directly or in concert with others.

13.I. Denial or Restriction of Possession or Access

§ 153.004(d), (d–1), (e)

Denying Respondent access to the child[ren] or, alternatively, rendering a possession order [in accordance with section 153.004(d–1)(2) of the Texas Family Code/providing that Respondent's periods of visitation be continuously

supervised]. [If **Tex. Fam. Code §§ 153.501–.503** (international parental abduction risk) apply, see form **55-1** for further restrictions.]

13.J. Child Custody Evaluation
§ 107.103

Ordering the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

**13.K. Psychological or
Psychiatric Evaluation**
TRCP 204.4

Ordering the [psychological/psychiatric] evaluation of [**name[s]**] and the child[ren].

**13.L. Parent Education and
Family Stabilization Course**
§ 105.009

Ordering the parties to attend a parent education and family stabilization course.

**13.M. Parenting Coordinator/
Facilitator**
§§ 153.605(a), (b),
153.6051(a), (b)

Appointing a parenting [coordinator/facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is good cause for appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in that [**specify good cause**], and the appointment would be in the best interest of the child[ren].]

13.N. Ad Litem or Amicus

§§ 107.001, 107.021

13.N.1. Guardian Ad Litem

Appointing a guardian ad litem to represent the best interests of the child[ren].

Or

13.N.2. Attorney Ad Litem

Appointing an attorney ad litem to provide legal services for the child[ren].

Or

13.N.3. Amicus Attorney

Appointing an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

13.O. ADR Participation

§ 153.0071;

TCPRC § 154.021

Ordering the parties to participate in an alternative dispute resolution process before trial of this matter.

13.P. Tax Returns

§ 154.063

Ordering Respondent to produce copies of income tax returns for tax years [**years**], a financial statement, and current pay stubs by a date certain.

13.Q. Execution of Releases

Ordering Respondent to execute all necessary releases required by Petitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.

Ordering Respondent to execute all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R.

section 164.508 to permit Petitioner to obtain health-care information regarding the child[ren].

Ordering Respondent to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Petitioner pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

Ordering Respondent to designate Petitioner as a person to whom protected health information regarding the child[ren] may be disclosed whenever Respondent executes an authorization for disclosure of protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

13.R. Interim Attorney's Fees
§ 105.001(a)(5)

Ordering Respondent to pay reasonable interim attorney's fees and expenses.

13.S. Pretrial Conference
TRCP 166

Ordering a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

Include 13.T. if a temporary order is requested creating or changing the designation of the person who has the right to designate primary residence or creating, changing, or eliminating the geographic area for primary residence.

**13.T. Basis for Order Changing
Managing Conservator**

With regard to the requested temporary order for managing conservatorship, Petitioner would show the Court the following:

Select as applicable.

13.T.1. *Endangering Environment*
§ 156.006(b)(1)

These temporary orders are necessary because the child[ren]'s present circumstances would significantly impair the child[ren]'s physical health or emotional development, and the requested temporary order is in the best interest of the child[ren]. See the affidavit of Petitioner attached as Exhibit [**exhibit number/letter**].

Or

13.T.2. *Voluntary Relinquishment*
§ 156.006(b)(2)

The child[ren]'s conservator who has the exclusive right to designate the primary residence of the child[ren] has voluntarily relinquished the primary care and possession of the child[ren] for more than six months, the requested temporary order is in the best interest of the child[ren], and such voluntary relinquishment is not a result of the conservator's military deployment, military mobilization, or temporary military duty as those terms are defined in section 153.701 of the Texas Family Code.

Or

13.T.3. *Preference of Child 12 or Older*
§ 156.006(b)(3)

The child[ren] [is/are] twelve years of age or older and [will express/ [has/have] expressed] to the Court in chambers, as provided by section 153.009 of the Texas Family Code, the name of the person who is the child[ren]'s preference to have the exclusive right to designate the primary res-

idence of the child[ren], and the requested temporary order is in the best interest of the child[ren].

If appropriate, see forms [45-1](#) and [40-1](#) for pleadings for temporary orders to be effective for the duration of a party's military duty.

If no temporary restraining order is sought, skip to [15](#).

**14. Combined TRO and
Temporary Injunction**

14. Request for Temporary Restraining Order

Petitioner requests the Court to dispense with the necessity of a bond, and Petitioner requests that Respondent be temporarily restrained immediately, without hearing, and after notice and hearing be temporarily enjoined, pending the further order of this Court, from:

**14.A. Ex Parte Temporary Orders
without Affidavit
§ 105.001(a)(3), (b)**

1. *Disturbing Child[ren] or
Another Party
§ 105.001(a)(3)*

Disturbing the peace of the child[ren] or of another party.

And/Or

2. *Withdrawing Child[ren] from
School or Day Care*

Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

3. *Hiding Child[ren] from
Petitioner*

Hiding or secreting the child[ren] from Petitioner.

And/Or

4. *Disparaging Remarks*

Making disparaging remarks regarding Petitioner [include if applicable:
or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

5. *Consumption of Alcohol*

Consuming alcohol within the [number] hours before or during each of
Respondent's periods of possession of or access to the child[ren].

And/Or

6. *Affecting Health or Dental
Insurance*

Canceling, altering, failing to renew or pay premiums on, or in any man-
ner affecting the level of coverage that existed at the time this suit was filed of,
any health or dental insurance policy insuring the child[ren].

Continue with the following if appropriate.

**14.B. Ex Parte Parent-Child
Orders with Affidavit
§ 105.001(c)**

As the basis for the extraordinary relief requested below, Petitioner
would show that before the filing of this petition Respondent has engaged in
the conduct stated in the affidavit attached as Exhibit [exhibit number/letter].
Based on that affidavit, Petitioner requests the Court to grant the following
relief:

1. *Attaching Child[ren]*
§ 105.001(c)(1)

Issue an order attaching the [body/bodies] of the child[ren], [name[s]].

And/Or

2. *Taking Possession of
Child[ren]
§ 105.001(c)(2)*

Issue an order taking the child[ren], [name[s]], into possession of
[Petitioner/the Court].

And/Or

3. *Excluding Respondent from
Child[ren]
§ 105.001(c)(3)*

Issue an order excluding Respondent from possession of or access to the
child[ren], [name[s]].

15. is required if a temporary injunction is desired that requests relief in addition to the making of the TRO into a temporary injunction or if there is not a TRO and a temporary injunction is desired.

**15. Temporary Orders and
Injunction**

15. Request for Temporary Orders and Injunction

Petitioner requests the Court to dispense with the necessity of a bond,
and Petitioner requests that, after notice and hearing, Respondent be further
restrained and enjoined, pending the further order of the Court, from:

**15.A. Disturbing Child[ren] or
Another Party
§ 105.001(a)(3)**

Disturbing the child[ren] or Petitioner or interfering in any way with
Petitioner's possession of the child[ren] by taking or attempting to take posses-
sion of the child[ren], directly or through any other person, from the residence,
school, or any other place.

And/Or

**15.B. Withdrawing Child[ren] from
School or Day Care**

Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

**15.C. Hiding Child[ren] from
Petitioner**

Hiding or secreting the child[ren] from Petitioner.

And/Or

15.D. Disparaging Remarks

Making disparaging remarks regarding Petitioner [include if applicable: or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

15.E. Consumption of Alcohol

Consuming alcohol within the [number] hours before or during each of Respondent's periods of possession of or access to the child[ren].

And/Or

**15.F. Affecting Health or Dental
Insurance**

Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any health or dental insurance policy insuring the child[ren].

Include 16. if applicable.

16. Request for Permanent Injunction*16. Request for Permanent Injunction*

Petitioner requests the Court, after trial on the merits, to grant the following permanent injunction[s]: **[specify]**.

For request for temporary orders pending appeal, see form 3-47 .

17. Attorney's Fees, Expenses, Costs, and Interest
§§ 106.001, 106.002*17. Request for Attorney's Fees, Expenses, Costs, and Interest*

It was necessary for Petitioner to secure the services of **[name of attorney]**, a licensed attorney, to preserve and protect the child[ren]'s rights.

[Include if applicable: If the parties are unable to reach an agreement on all issues,] Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Respondent and be ordered paid directly to Petitioner's attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

18. Prayer*18. Prayer*

- *Required in All Petitions*

Petitioner prays that citation and notice issue as required by law and that the Court enter its orders in accordance with the allegations contained in this petition.

If a TRO is requested, continue with the following.

- *Combined TRO and Temporary Injunction*

Petitioner prays that the Court immediately grant a temporary restraining order restraining Respondent, in conformity with the allegations of this petition, from the acts set forth above, and Petitioner prays that, after notice and hearing, this temporary restraining order be made a temporary injunction.

The following is required if a temporary injunction is desired that requests relief in addition to the making of the TRO into a temporary injunction or if there is not a TRO and a temporary injunction is desired.

- *Temporary Injunction*

Petitioner prays that the Court, [**include if applicable:** in addition to the temporary restraining order and temporary injunction prayed for above,] after notice and hearing, grant a temporary injunction enjoining Respondent, in conformity with the allegations of this petition, from the acts set forth above while this case is pending.

If a permanent injunction is requested, continue with the following.

- *Permanent Injunction*

Petitioner prays that the Court, on final hearing, enter a permanent injunction enjoining Respondent, in conformity with the allegations of this petition, from the acts set forth above.

Include the following if applicable.

- *Attorney's Fees, Expenses, Costs, and Interest*

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above.

And/Or

- *Temporary Relief Pending Appeal*

Petitioner prays that the Court grant the temporary relief pending appeal if the Court's final judgment is appealed, as requested above.

Continue with the following.

- *Required in All Petitions*

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If appointment of a nonparent managing conservator with authority to consent to adoption of a child is sought, attach appropriate affidavit to conform with Tex. Fam. Code § 162.002(b). See form 53-25 (affidavit concerning interstate compact).

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit for citation by publication, see the relevant portion of form 41-2; for affidavit for citation by other substituted service, see form 8-23.

For affidavit providing information required under the UCCJEA, see form 56-1.

For affidavit language for extraordinary relief, see form 41-2.

For affidavit language supporting modification of the designation of the person having the right to designate primary residence within one year, see form 41-2.

For affidavit language supporting request for temporary orders under Tex. Fam. Code § 156.006(b)(1), see form 41-2.

For statement regarding health and dental insurance information required under Tex. Fam. Code §§ 154.181(b) and 154.1815(c), see form 56-2.

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18.

Form 41-2

This form may be used as a basis for obtaining service of citation by publication and as a basis for obtaining extraordinary relief. The affidavit should state the basis for the affiant's personal knowledge of the facts alleged. See the practice notes at section 8.58 concerning affidavits generally.

Tex. R. Civ. P. 99 and 103–119 and Tex. Fam. Code §§ 102.009 and 102.010 govern the requirements of citation and notice. Citation is required only once. Tex. R. Civ. P. 109 requires an affidavit for citation by publication.

Except on a verified pleading or an affidavit in accordance with the Texas Rules of Civil Procedure, an order may not be entered attaching the body of the child, taking the child into the possession of the court or of a person designated by the court, or excluding a parent from possession of or access to a child. Tex. Fam. Code § 105.001(c).

If a suit seeking to modify the designation of the person who has the exclusive right to determine the child's primary residence is filed within a year after the prior order was rendered or the date of a mediated or collaborative law settlement agreement on which the order is based, the person filing the suit must execute and attach an affidavit stating certain facts. Tex. Fam. Code § 156.102.

If temporary orders are sought changing the designation of the person who has the exclusive right to designate the primary residence of the child on the basis of Tex. Fam. Code § 156.006(b)(1) (impairment of child's physical health or emotional development), the person filing the suit must execute and attach an affidavit stating certain facts. Tex. Fam. Code § 156.006(b–1). In general, an affidavit must “positively and unqualifiedly represent the facts as disclosed in the affidavit to be true and within the affiant's personal knowledge.” *Humphreys v. Caldwell*, 888 S.W.2d 469, 470 (Tex. 1994). An affidavit under Tex. Fam. Code § 156.006(b–1), however, may be based on the affiant's personal knowledge or on the affiant's belief based on representations made to the affiant by a person with personal knowledge.

Tex. Fam. Code § 152.209 requires that certain information be provided in any child custody proceeding if any party resides outside Texas. See form 56-1 for an affidavit for this purpose.

An unsworn declaration may be used in place of an affidavit. See section 8.58 and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petitioner's Supporting Affidavit

[Name of petitioner] appeared in person before me today and stated
under oath:

“My name is [name of petitioner]. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge [include if applicable for affidavit supporting *only* a request for temporary order pursuant to Tex. Fam. Code § 156.006(b–1): or belief based on representations made to me by a person with personal knowledge] and are true and correct.

“I am the Petitioner in this case.

1. Citation by Publication

Allege specific facts showing due diligence regarding attempts at personal service and continue with one of the following.

1.A. Residence Unknown
TRCP 109

“The residence of [name of person entitled to citation], a party in this case, is unknown to me. I have exercised due diligence to locate the whereabouts of this party and have been unable to do so.[”]

Or

1.B. Transient
TRCP 109

“[Name of person entitled to citation], a party in this case, is a transient person. I have exercised due diligence to locate the whereabouts of this party and have been unable to do so.[”]

Or

1.C. Absent from State
TRCP 109

“[Name of person entitled to citation], a party in this case, is absent from the state. I have attempted to obtain personal service of nonresident notice on

this party as provided for in rule 108 of the Texas Rules of Civil Procedure and have been unable to do so.["]

Or

1.D. Nonresident
TRCP 109

“[Name of person entitled to citation], a party in this case, is a nonresident of this state. I have attempted to obtain personal service of nonresident notice on this party as provided for in rule 108 of the Texas Rules of Civil Procedure and have been unable to do so.["]

2. Extraordinary Relief
§ 105.001(c)

If extraordinary relief is sought regarding attaching a child, taking a child into the possession of the court or of a person designated by the court, or excluding a parent from the possession of a child, then, placing the statements in quotation marks, describe in detail, in the words of the affiant, the specific acts and threats of the respondent about harm to the child(ren) or removal of the child(ren). State facts that will inform the court who is principally caring for the child(ren) at this time.

**3. Change of Designation of
Person with Right to
Designate Primary Residence
within 1 Year**
§ 156.102

3.A. Present Environment
§ 156.102(b)(1)

“I am well acquainted with the present environment of the child[ren] [name[s] of child[ren]]. The child[ren]’s present environment may endanger [his/her/their] physical health or significantly impair [his/her/their] emotional development. Specific facts that support the above are [state, within quotation marks, specific allegations of supportive facts].”

Or

**3.B. Consent of Person with
Right to Designate**
§ 156.102(b)(2)

“I am the person who has the exclusive right to designate the primary residence of [name[s] of child[ren]]. I [seek/consent to] the modification requested in this suit. The modification requested is in the best interest of the child[ren]. Specific facts that support the above are [state, within quotation marks, specific allegations of supportive facts].”

Or

3.C. Voluntary Relinquishment
§ 156.102(b)(3)

“The person who has the exclusive right to designate the primary residence of [name[s] of child[ren]] has voluntarily relinquished the primary care and possession of the child[ren] for not less than six months, the voluntary relinquishment is not a result of the conservator's military deployment, military mobilization, or temporary military duty as those terms are defined in section 153.701 of the Texas Family Code, and the modification requested is in the best interest of the child[ren]. Specific facts that support the above are [state, within quotation marks, specific allegations of supportive facts].”

**4. Temporary Order Changing
Designation of Person with
Right to Designate Primary
Residence Based on
Impairment**
§ 156.006(b–1)

“[I am well acquainted with the present circumstances of the child[ren] [name[s] of child[ren]]/I believe the representations made by [name], a person with personal knowledge of the present circumstances of the child[ren] [names of child[ren]] to be credible]. The child[ren]'s present circumstances would significantly impair [his/her/their] physical health or emotional development.

Specific facts that support the above are [**state, within quotation marks, specific allegations of supportive facts**].”

Continue with the following.

[Name of petitioner]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 41-3

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Respondent's Special Appearance

Respondent, [**name of respondent**], files this special appearance under rule 120a of the Texas Rules of Civil Procedure. [The last three numbers of Respondent's driver's license number are [**numbers**]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [**numbers**]./Respondent has not been issued a Social Security number.]

1. Respondent's legal domicile is outside Texas and is in [**location**]. Respondent's person and property are not amenable to process issued by the courts of Texas. None of the grounds for personal jurisdiction provided in the Texas Family Code are applicable. Assumption of jurisdiction over Respondent by this Court would offend traditional notions of fair play and substantial justice. Respondent has had insufficient contacts with Texas to warrant an assumption of jurisdiction. Respondent prays that this Court hear and determine this challenge to personal jurisdiction before hearing any other plea or pleading and enter an appropriate order. In conjunction with this special appearance, Respondent is providing an affidavit that sets out in greater detail the factual circumstances that support this special appearance.

Respondent requests that the Court grant Respondent's special appearance.

Include the following if applicable.

2. If Respondent's special appearance is denied, Respondent requests this Court to dismiss this action because Texas lacks subject-matter jurisdiction in this action under section 152.201 of the Texas Family Code.

3. In the alternative, if Respondent's special appearance is denied and if the Court finds that it has subject-matter jurisdiction to make a child custody determination in this proceeding, Respondent requests this Court to decline jurisdiction [**include if applicable:** or, alternatively, stay these proceedings on the condition that a custody proceeding be promptly convened in [**state**]] because [**include one or both of the following:** Texas is an inconvenient forum to make a custody determination under the circumstances in this case, and [**state**] is a more appropriate forum for this custody determination/[and] Petitioner has wrongfully taken the child[ren] from another state or has engaged in similar reprehensible conduct].

Further, if the Court finds that Texas is an inconvenient forum or that Petitioner has engaged in conduct that causes this Court to decline jurisdiction, Respondent asks that the Court require Petitioner to pay necessary travel and other expenses, including attorney's fees, incurred by Respondent or any witness of Respondent. Respondent requests that the Court order that payment be made to the clerk of the Court for remittance to Respondent.

Continue with the following.

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

The undersigned states under oath: "I am Respondent in the foregoing Respondent's Special Appearance. I have personal knowledge of the allegations and facts stated in it, and they are true and correct."

[Name of respondent]

SIGNED under oath before me on _____.

Notary Public, State of Texas**Certificate of Service**

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[Name]

Attorney for Respondent

Attach affidavit in support of special appearance.

Form 41-4

The respondent's answer should be limited to a response to the matters set out in the petition. Claims for affirmative relief should not be included in the answer but should instead be set out in a counterpetition, which may be filed as a separate document or immediately following the answer in the same document. An answer to a counterpetition should be filed by the petitioner/counterrespondent. If the respondent contests personal jurisdiction, a special appearance must be filed before any other pleading. See form [41-3](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Respondent's Original Answer

[**Name of respondent**], Respondent, files this original answer. [**Include the following if this is respondent's initial pleading:** [The last three numbers of Respondent's driver's license number are **[numbers]**./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are **[numbers]**./Respondent has not been issued a Social Security number.]]

Include [1](#). if applicable.

1. Objection to Assignment of Case to Associate Judge

Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

2. Information about Child[ren]

Include the following paragraph if any party resides outside Texas.

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit **[exhibit number/letter]**.

Include the following paragraph if petitioner requested modification of child support or medical or dental support.

Information required by sections 154.181(b) and 154.1815(c) of the Texas Family Code is provided in the statement attached as Exhibit **[exhibit number/letter]**.

3. Denial of Allegations

Respondent admits the allegation[s] in paragraph[s] **[number[s]]** of the Petition to Modify Parent-Child Relationship and denies every other allegation in the suit to modify.

Or

Respondent enters a general denial.

4. Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Respondent to secure the services of **[name]**, a licensed attorney, to prepare and defend this suit. **[Include if applicable:** Petitioner's suit to modify was filed frivolously or is designed to harass Respondent.]

[Include if applicable: If the parties are unable to reach an agreement on all issues,] Petitioner, **[name of petitioner]**, should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Petitioner and be ordered paid directly to Respondent's attorney, who may enforce the judgment in the attorney's own name. Respondent requests postjudgment interest as allowed by law.

5. *Prayer*

Respondent prays that all relief prayed for by Petitioner be denied and that Respondent be granted all relief requested in this answer.

Respondent prays for attorney's fees, expenses, and costs as requested above.

Include the following if applicable.

Respondent requests a jury trial and pays the jury fee of \$[amount].

Continue with the following.

Respondent prays for general relief.

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for Respondent

For affidavit providing information required under [Tex. Fam. Code § 152.209](#), see form [56-1](#). For statement regarding health insurance information required under [Tex. Fam. Code § 154.181\(b\)](#) and dental insurance information required under [Tex. Fam. Code § 154.1815\(c\)](#), see form [56-2](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 41-5

This form is for use in seeking to deny relief in a suit seeking modification of the designation of the person having the exclusive right to designate primary residence filed within one year after the earlier of the date of the rendition of the order or the signing of a mediated or collaborative law settlement agreement on which the order is based. See [Tex. Fam. Code § 156.102](#).

For a form for use in seeking to deny relief requested in a motion for a temporary order affecting the designation of the person having the exclusive right to designate primary residence or the geographic area within which the primary residence must be maintained based on [Tex. Fam. Code § 156.006\(b\)\(1\)](#), see form [41-11](#) in this manual.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Deny Relief in Suit to Modify Parent-Child Relationship

This Motion to Deny Relief in Suit to Modify Parent-Child Relationship is brought by **[name of movant]**, **[party designation]**. **[Include the following if this is movant's initial pleading: [The last three numbers of [name of movant]'s driver's license number are [numbers]./[Name of movant] has not been issued a driver's license.] [The last three numbers of [name of movant]'s Social Security number are [numbers]./[Name of movant] has not been issued a Social Security number.]] [Name of movant] shows in support:**

1. The suit to modify was filed to modify the designation of the person having the exclusive right to designate the primary residence of the child[ren] and was filed within one year after the date of the [rendition of the order to be modified/signing of the [mediated/collaborative law] settlement agreement on which the order to be modified is based].

2. Neither the petition nor any attachments provide the Court with adequate facts to support (a) an allegation that the child[ren]'s present environment may endanger [his/her/their] physical health or significantly impair [his/her/their] emotional development; (b) the

allegations that the person who has the exclusive right to designate the primary residence of the child[ren] is seeking the modification or consents to the modification and that the modification is in the best interest of the child[ren]; or (c) the allegations that the person who has the exclusive right to designate the primary residence of the child[ren] has voluntarily relinquished the primary care and possession of the child[ren] to another person for at least six months and that the modification is in the best interest of the child[ren].

3. **[Name of movant]** requests that the Court deny Petitioner's request to modify the designation of the person having the exclusive right to designate the primary residence of the child[ren] sought in the Petition to Modify Parent-Child Relationship and refuse to schedule a hearing on that issue. **[Name of movant]** requests attorney's fees, expenses, and costs, pursuant to the attached affidavit.

[Name of movant] prays the Court grant this motion.

[Name]
 Attorney for **[name of movant]**
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
 in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Attach affidavit in support of attorney's fees.

Form 41-6

This form is for use in denying relief in a suit seeking modification of the designation of the person having the exclusive right to designate primary residence filed within one year after the earlier of the date of the rendition of the order or the signing of a mediated or collaborative law settlement agreement on which the order is based. *See* [Tex. Fam. Code § 156.102](#).

For a form for use in denying relief requested in a motion for a temporary order affecting the designation of the person having the exclusive right to designate primary residence or the geographic area within which the primary residence must be maintained based on [Tex. Fam. Code § 156.006\(b\)\(1\)](#), see form [41-12](#) in this manual.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

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[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Denying Relief in Suit to Modify

On **[date]** Petitioner's Petition to Modify Parent-Child Relationship was called to the attention of the Court.

The suit was filed for the purpose of modifying the designation of the person having the exclusive right to designate the primary residence of the child[ren] and was filed within one year after the date of the [rendition of the order sought to be modified/signing of the [mediated/collaborative law] settlement agreement on which the order sought to be modified is based].

The Court finds that neither the petition nor any attachments provide the Court with adequate facts to support (1) an allegation that the child[ren]'s present environment may endanger [his/her/their] physical health or significantly impair [his/her/their] emotional development; (2) the allegations that the person who has the exclusive right to designate the primary residence of the child[ren] is seeking the modification or consents to the modification and that the modification is in the best interest of the child[ren]; or (3) the allegations that the

person who has the exclusive right to designate the primary residence of the child[ren] has voluntarily relinquished the primary care and possession of the child[ren] to another person for at least six months and that the modification is in the best interest of the child[ren].

Select one of the following.

Use the following paragraph if the only relief sought is a change in designation of the person having the exclusive right to designate primary residence.

IT IS ORDERED that the relief sought is DENIED, that no hearing is set, and that the suit to modify is DISMISSED.

Or

Use the following paragraph if additional relief is sought.

IT IS ORDERED that the request to modify the designation of the person having the exclusive right to designate the primary residence of the child[ren] is DENIED, that no hearing is set on that issue, and that this portion of the suit to modify is DISMISSED.

Select one or both of the following.

IT IS ORDERED that [name] is awarded judgment against [name] for [number] dollars (\$[amount]) for the benefit of [his/her] attorney[s], [name[s] of attorney[s]], such judgment bearing interest at [percent] percent per year from the date the judgment is signed until paid, for which let execution issue if not paid.

And/Or

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

Include the following if applicable.

The Court finds that the suit to modify was filed frivolously or designed to harass [Respondent/Cross-Respondent] and orders attorney's fees of [number] dollars (\$[amount]) taxed as costs against [name].

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 41-7

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Temporary Restraining Order and Order Setting Hearing for Temporary Orders

The application of Petitioner, [name of petitioner], for temporary restraining orders was presented to the Court today. The child[ren] the subject of this suit [is/are] [name[s] of child[ren]]. Respondent is [name of respondent].

1. *Temporary Restraining Order*

The Court examined the pleadings [include if section 105.001(c) relief is sought: and affidavit] of Petitioner and finds that Petitioner is entitled to a temporary restraining order [include if third party[ies] involved: and that unless Respondent is immediately restrained from the commission of the act[s] prohibited below, Respondent will commit [that/those] act[s] before notice of the hearing on temporary injunction can be served and a hearing had].

IT IS THEREFORE ORDERED that the clerk of this Court issue a temporary restraining order restraining Respondent, and Respondent is immediately restrained, from:

Select as required by petition.

1.A. *Disturbing Child[ren] or Another Party*

Disturbing the peace of the child[ren] or of another party.

And/Or

1.B. *Withdrawing Child[ren] from School or Day Care*

Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

1.C. *Hiding Child[ren] from Petitioner*

Hiding or secreting the child[ren] from Petitioner.

And/Or

1.D. *Disparaging Remarks*

Making disparaging remarks regarding Petitioner [**include if applicable:** or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

1.E. *Consumption of Alcohol*

Consuming alcohol within the [number] hours before or during each of Respondent's periods of possession of or access to the child[ren].

And/Or

1.F. *Affecting Health or Dental Insurance*

Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any health or dental insurance policy insuring the child[ren].

Continue with the following.

2. Required in All Restraining Orders

This restraining order is effective immediately and shall continue in force and effect until further order of this Court or until it expires by operation of law. This order shall be binding on Respondent; on Respondent's agents, servants, and employees; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise. The requirement of a bond is waived.

Include appropriate language if relief is sought under [Tex. Fam. Code § 105.001](#)(c) (attachment of child(ren), taking possession of child(ren), or excluding respondent from child(ren)).

3. Hearing for Temporary Relief

IT IS FURTHER ORDERED that the clerk shall issue notice to Respondent, [**name of respondent**], to appear, and Respondent is ORDERED to appear in person, [**include if applicable**: and to furnish information sufficient to accurately identify Respondent's net resources and ability to pay child support and to bring with [him/her] tax returns for the past two years, a financial statement substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form [4-2](#), and pay stubs for the past three months. IT IS ORDERED that Respondent shall appear with those documents] before this Court in the courthouse at [**address, city**], Texas, on _____ at _____.M. The purpose of the hearing is to determine whether, while this case is pending:

Select [3.A.](#)–[3.U.](#) as required by petition.

3.A. TRO Made Temporary Injunction

The preceding temporary restraining order should be made a temporary injunction pending final hearing.

3.B. Temporary Injunction

The additional temporary injunction prayed for should be granted.

3.C. Temporary Joint Managing Conservators

Petitioner and Respondent should be appointed temporary joint managing conservators of the child[ren] [include if applicable: and [Petitioner/Respondent] should be designated as the conservator who has the exclusive right to designate the primary residence of the child[ren]].

3.D. Temporary Conservator with Right to Designate Primary Residence

[Petitioner/Respondent] should be appointed the temporary conservator who has the right to designate the primary residence of the child[ren].

3.E. Temporary Support

[Petitioner/Respondent] should be ordered to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while this case is pending.

3.F. Temporary Conservator without Right to Designate Primary Residence

[Petitioner/Respondent] should be appointed the temporary conservator who does not have the right to designate the primary residence of the child[ren].

3.G. Electronic Communication
§ 153.015(b)

The Court should order reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

3.H. Residence Restriction

§§ 105.001(a)(1), (4),
153.134(b)(1)(A)

The primary residence of the child[ren] should be restricted to [geographic area].

3.I. School Enrollment

§ 105.001(a)

[Petitioner should be awarded the exclusive right to enroll the child[ren] in school./The parties should be ordered to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence./The parties should be ordered to enroll the child[ren] as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school [repeat for each child if more than one].]

3.J. Travel Restriction

§ 105.001(a)(4)

Respondent should be enjoined from removing the child[ren] beyond [geographic area], acting directly or in concert with others.

3.K. Denial or Restriction of Possession or Access

§ 153.004(d), (d-1), (e)

Respondent should be denied access to the child[ren] or, alternatively, the Court should render a possession order [in accordance with section 153.004(d-1)(2) of the Texas Family Code/providing that Respondent's periods of visitation be continuously supervised]. [If Tex. Fam. Code §§ 153.501-.503 (international parental abduction risk) apply, see form 55-1 for further restrictions.]

3.L. Child Custody Evaluation

The Court should order the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties

[include if applicable: , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

**3.M. Psychological or
Psychiatric Evaluation**

The Court should order the [psychological/psychiatric] evaluation of [name[s]] and the child[ren].

**3.N. Parent Education and
Family Stabilization Course**
§ 105.009

The Court should order the parties to attend a parent education and family stabilization course.

**3.O. Parenting Coordinator/
Facilitator**
§§ 153.605(a), (b),
153.6051(a), (b)

The Court should appoint a parenting [coordinator/facilitator/ coordinator or facilitator].

3.P. Ad Litem or Amicus

3.P.1. Guardian Ad Litem

The Court should appoint a guardian ad litem to represent the best interests of the child[ren].

Or

3.P.2. Attorney Ad Litem

The Court should appoint an attorney ad litem to provide legal services for the child[ren].

Or

3.P.3. Amicus Attorney

The Court should appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

3.Q. ADR Participation

The Court should order the parties to participate in an alternative dispute resolution process before trial of this matter.

3.R. Tax Returns

The Court should order Respondent to produce copies of income tax returns for tax years [years], a financial statement, and current pay stubs by a date certain.

3.S. Execution of Releases

The Court should order Respondent to execute all necessary releases required by Petitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.

The Court should order Respondent to execute all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508 to permit Petitioner to obtain health-care information regarding the child[ren].

The Court should order Respondent to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Petitioner pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

The Court should order Respondent to designate Petitioner as a person to whom protected health information regarding the child[ren] may be disclosed whenever Respondent executes an authorization for disclosure of pro-

tected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

3.T. Interim Attorney's Fees

The Court should order Respondent to pay reasonable interim attorney's fees and expenses.

3.U. Pretrial Conference

The Court should order a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

Include 3.V. if applicable.

3.V. Other Relief

The Court should make all other and further orders that are pleaded for or that are deemed necessary for the safety and welfare of the child[ren].

If appropriate, see form 40-3 for recitations regarding temporary orders to be effective for the duration of a party's military duty.

SIGNED on _____ at _____ .M.

JUDGE PRESIDING

Form 41-8

This form is not needed if form [41-7](#) requesting a temporary restraining order is used.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Hearing for Temporary Orders and Order to Appear

Notice is given to Respondent, [**name of respondent**], and Respondent is ORDERED to appear in person [**include if applicable:** and to furnish information sufficient to accurately identify Respondent's net resources and ability to pay child support and to bring with [him/her] tax returns for the past two years, a financial statement substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form [4-2](#), and pay stubs for the past three months. IT IS ORDERED that Respondent shall appear with those documents] before this Court in the courthouse at [**address, city**], Texas, on _____ at _____ .M. The child[ren] the subject of this suit [is/are] [**name[s] of child[ren]**]. Petitioner is [**name of petitioner**].

1. Temporary Injunction

One of the purposes of the hearing is to determine whether the temporary injunction prayed for should be granted to enjoin Respondent from the following:

Select as required by petition.

1.A. Disturbing Child[ren] or Another Party

Disturbing the peace of the child[ren] or of another party.

And/Or

1.B. Withdrawing Child[ren] from School or Day Care

Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

1.C. Hiding Child[ren] from Petitioner

Hiding or secreting the child[ren] from Petitioner.

And/Or

1.D. Disparaging Remarks

Making disparaging remarks regarding Petitioner [**include if applicable:** or Petitioner's family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

1.E. Consumption of Alcohol

Consuming alcohol within the [number] hours before or during each of Respondent's periods of possession of or access to the child[ren].

And/Or

1.F. Affecting Health or Dental Insurance

Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any health or dental insurance policy insuring the child[ren].

Continue with the following.

2. Other Temporary Orders

Another purpose of this hearing is to determine whether, while this case is pending, the Court should make temporary orders, as necessary and equitable, on the following matters:

Include [2.A.](#)–2.S. as required by petition.

2.A. Temporary Joint Managing Conservators

Petitioner and Respondent should be appointed temporary joint managing conservators of the child[ren] [**include if applicable:** and [Petitioner/Respondent] should be designated as the conservator who has the exclusive right to designate the primary residence of the child[ren]].

2.B. Temporary Conservator with Right to Designate Primary Residence

[Petitioner/Respondent] should be appointed the temporary conservator who has the right to designate the primary residence of the child[ren].

2.C. Temporary Support

[Petitioner/Respondent] should be ordered to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while this case is pending.

**2.D. Temporary Conservator
without Right to Designate
Primary Residence**

[Petitioner/Respondent] should be appointed the temporary conservator who does not have the right to designate the primary residence of the child[ren].

2.E. Electronic Communication

The Court should order reasonable periods of electronic communication between the child[ren] and Petitioner to supplement Petitioner's periods of possession of the child[ren].

2.F. Residence Restriction

The primary residence of the child[ren] should be restricted to [geo-graphic area].

2.G. School Enrollment
§ 105.001(a)

[Petitioner should be awarded the exclusive right to enroll the child[ren] in school./The parties should be ordered to enroll the child[ren] in the public schools for the attendance zone of Petitioner's residence./The parties should be ordered to enroll the child[ren] as follows: [name of child] in [name and address of school] as long as the child is eligible to attend that school [repeat for each child if more than one].]

2.H. Travel Restriction

Respondent should be enjoined from removing the child[ren] beyond [geographic area], acting directly or in concert with others.

**2.I. Denial or Restriction of
Possession or Access**

Respondent should be denied access to the child[ren] or, alternatively, the Court should render a possession order [in accordance with section

153.004(d–1)(2) of the Texas Family Code/providing that Respondent’s periods of visitation be continuously supervised]. **[If Tex. Fam. Code §§ 153.501–.503 (international parental abduction risk) apply, see form 55-1 for further restrictions.]**

2.J. Child Custody Evaluation

The Court should order the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [,/and] the parties **[include if applicable: , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]]** and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

**2.K. Psychological or
Psychiatric Evaluation**

The Court should order the [psychological/psychiatric] evaluation of **[name[s]]** and the child[ren].

**2.L. Parent Education and
Family Stabilization Course**

The Court should order the parties to attend a parent education and family stabilization course.

**2.M. Parenting Coordinator/
Facilitator**

The Court should appoint a parenting [coordinator/facilitator/ coordinator or facilitator].

2.N. Ad Litem/Amicus

2.N.1. Guardian Ad Litem

The Court should appoint a guardian ad litem to represent the best interests of the child[ren].

Or

2.N.2. Attorney Ad Litem

The Court should appoint an attorney ad litem to provide legal services for the child[ren].

Or

2.N.3. Amicus Attorney

The Court should appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

2.O. ADR Participation

The Court should order the parties to participate in an alternative dispute resolution process before trial of this matter.

2.P. Tax Returns

The Court should order Respondent to produce copies of income tax returns for tax years [**years**], a financial statement, and current pay stubs by a date certain.

2.Q. Execution of Releases

The Court should order Respondent to execute all necessary releases required by Petitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.

The Court should order Respondent to execute all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508 to permit Petitioner to obtain health-care information regarding the child[ren].

The Court should order Respondent to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Petitioner pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

The Court should order Respondent to designate Petitioner as a person to whom protected health information regarding the child[ren] may be disclosed whenever Respondent executes an authorization for disclosure of protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

2.R. Interim Attorney's Fees

The Court should order Respondent to pay reasonable interim attorney's fees and expenses.

2.S. Pretrial Conference

The Court should order a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

Include 2.T. if applicable.

2.T. Other Relief

The Court should make all other and further orders that are pleaded for or that are deemed necessary for the safety and welfare of the child[ren].

If appropriate, see form 40-4 for recitations regarding temporary orders to be effective for the duration of a party's military duty.

SIGNED on _____ at _____ .M.

JUDGE PRESIDING

Form 41-9**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Temporary Orders in Suit to Modify Parent-Child Relationship**1. Date of Hearing**

On [date] the Court heard Petitioner's application for temporary orders.

2. Appearances*Appearances***2.A. Petitioner****1. In Person and by Attorney**

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

Or

2. Agreement

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.

2.B. Respondent

Respondent, [name of respondent],

Select one of the following.

1. In Person

appeared in person and announced ready.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default)*

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

5. *Did Not Appear (Waiver)*

having waived issuance and service of citation by waiver duly filed, **[include if applicable: and having entered into this agreement as evidenced by Respondent's signature below,]** did not further appear.

6. *Did Not Appear (Agreement)*

did not appear in person but has agreed to the terms of this order as evidenced by Respondent's signature below.

Continue with the following as applicable.

2.C. Agreed Order

The parties have agreed to the terms of this order as evidenced by their signatures below.

2.D. Mediation

The parties have already attended mediation regarding temporary orders with **[name of mediator]**.

3. Jurisdiction*Jurisdiction*

The Court, after examining the record [**include if applicable:** and the agreement of the parties] and hearing the evidence and argument of counsel, finds that all necessary prerequisites of the law have been legally satisfied and that this Court has jurisdiction of this case and of all the parties.

4. Conservatorship Orders*Conservatorship*

The following orders are for the safety and welfare and in the best interest of the following child[ren]:

Name:

Sex:

Birth date:

Home state:

Repeat for each additional child.

4.A. Appointment

IT IS ORDERED that [**name**] and [**name**] are appointed Temporary Joint Managing Conservators of the following child[ren]: [**name[s]** of child[ren]].

Or

IT IS ORDERED that [name] is appointed Temporary Sole Managing Conservator and [name] is appointed Temporary Possessory Conservator of the following child[ren]: [name[s] of child[ren]].

4.B. Rights and Duties

Select as applicable. The rights of conservators can be limited by court order.

Include 4.B.1. if the parents are appointed temporary joint managing conservators. (If the parents are appointed temporary sole managing and possessory conservators, use 4.B.2. and 4.B.3.) If one or more nonparents are appointed temporary joint managing conservator, change title(s) as appropriate and modify the rights and duties of the nonparent(s) in accordance with [Tex. Fam. Code §§ 153.371 and 153.376](#).

4.B.1. Parents Temporary Joint Managing Conservators

a. Rights at All Times
§ 153.073

IT IS ORDERED that, at all times, [name of petitioner] and [name of respondent], as parent temporary 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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parents.

b. Duties at All Times
§ 153.076

IT IS ORDERED that, at all times, [**name of petitioner**] and [**name of respondent**], as parent temporary 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];
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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order

is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

c. *Rights and Duties during
Periods of Possession*
§ 153.074

IT IS ORDERED that, during their respective periods of possession, [name of petitioner] and [name of respondent], as parent temporary 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].

d. *Other Rights and Duty of
Petitioner*
§§ 153.134(b), 153.132,
153.071, 151.001(a)(4), (5),
153.133(c)

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

1. the exclusive right to designate the primary residence of the child [within [specify geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

- e. *Other Rights and Duty of Respondent*
§§ 153.134(b), 153.132,
153.071, 151.001(a)(4), (5),
153.133(c)

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

1. the exclusive right to designate the primary residence of the child [within [specify geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

f. Minimizing Disruption
§ 153.134(b)(3)

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

Include one of the following paragraphs if applicable, particularly if the right to make educational decisions is not allocated exclusively to one conservator.

Notwithstanding any provision in this order to the contrary, IT IS ORDERED that **[[name of petitioner]/[name of respondent]]** shall have the exclusive right to enroll the child[ren] in school. Each conservator, during that conservator's periods of possession, is ORDERED to ensure the child[ren]'s attendance in the schools in which **[[name of petitioner]/[name of respondent]]** has enrolled the child.

Or

Notwithstanding any provision in this order to the contrary, **[name of petitioner]** and **[name of respondent]** are each ORDERED to enroll the child[ren] [in the public school[s] for the attendance zone of **[[name of petitioner]/[name of respondent]]**'s residence/as follows: **[name of child]** in **[name and address of school]** as long as the child is eligible to attend that school **[repeat for each child if more than one]**. Each conservator, during that conservator's periods of possession, is ORDERED to ensure the child[ren]'s attendance in [this/these] school[s].

Include [4.B.2.](#) if a parent is appointed temporary sole managing conservator or possessory conservator.

**4.B.2. Parent Temporary Sole
Managing or Possessory
Conservator**

**a. Rights at All Times
§ 153.073**

IT IS ORDERED that, at all times, **[name]**, as a parent temporary [sole managing/possessory] conservator, **[include if applicable: and [name], as a parent temporary 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 any other conservator of the child[ren] 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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parents.

b. *Duties at All Times*
§ 153.076

IT IS ORDERED that, at all times, [name], as a parent temporary [sole managing/possessory] conservator, [include if applicable: and [name], as a parent temporary 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];

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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the

conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

c. *Rights and Duties during
Periods of Possession*
§ 153.074

IT IS ORDERED that, during [his/her/their respective] periods of possession, [name], as a parent temporary [sole managing/possessory] conservator, [include if applicable: and [name], as a parent temporary 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].

Include 4.B.3. if a parent is appointed temporary sole managing conservator.

4.B.3. *Exclusive Rights and Duty
of Parent Temporary Sole
Managing Conservator*
§§ 153.132,
151.001(a)(4), (5),
105.002

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

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

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;
10. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. the duty to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by the community or joint property of the parents.

Include 4.B.4. if a nonparent is appointed temporary sole managing conservator.

**4.B.4. Nonparent Temporary
Sole Managing
Conservator**

a. Rights and Duties
§§ 153.371, 153.076, 105.002,
264.0111

IT IS ORDERED that [**name of nonparent**], as nonparent temporary sole managing conservator, shall have the following rights and duties:

1. the right to have physical possession and to direct the moral and religious training of the child[ren];
2. the duty of care, control, protection, and reasonable discipline of the child[ren];
3. the duty to provide the child[ren] with clothing, food, shelter, education, and medical, psychological, and dental care;
4. the right to consent for the child[ren] to medical, psychiatric, psychological, dental, and surgical treatment and to have access to the child[ren]'s medical records;
5. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];
6. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];

7. the right to consent to marriage and to enlistment in the armed forces of the United States;
8. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning 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;
10. the right to designate the primary residence of the child[ren] [within [specify geographic area]/without regard to geographic location] and to make decisions regarding the child[ren]'s education;
11. if the parent-child relationship has been terminated with respect to the parents, or only living parent, or if there is no living parent, the right to consent to the adoption of the child[ren] and to make any other decision concerning the child[ren] that a parent could make;
12. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s];
13. 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];
14. 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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

15. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

16. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the

expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

17. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

b. Annual Reports
§ 153.375

IT IS ORDERED that [name of nonparent] shall, each twelve months after the date of this order, file with the Court a report of facts concerning the child[ren]'s welfare, including the child[ren]'s whereabouts and physical condition.

Include 4.B.5. if a nonparent is appointed a temporary possessory conservator.

4.B.5. *Nonparent Temporary
Possessory Conservator*
§§ 153.376, 153.377,
153.076

IT IS ORDERED that [**name of nonparent**], as a nonparent temporary possessory conservator, shall have the following right and duties during periods of possession:

1. the duty of care, control, protection, and reasonable discipline of the child[ren];
2. the duty to provide the child[ren] with clothing, food, and shelter; and
3. 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].

IT IS FURTHER ORDERED that [**name of nonparent**], as a nonparent temporary possessory conservator, shall have the following right and duties at all times:

1. the right of access to medical, dental, psychological, and educational records of the child[ren] to the same extent as the managing conservator[s];
2. 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];
3. 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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

5. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person

who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

6. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

Include 4.B.6. *only* if the primary residence of the child(ren) is restricted to a specific geographic area (as ordered in 4.B.1.d. or 4.B.1.e. for a joint managing conservator or 4.B.3. or 4.B.4. for the sole managing conservator).

**4.B.6. Geographic Area for
Primary Residence**
§§ 105.002, 153.133(c)

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 [**include if applicable:** after the parents have separated or dissolved their marriage]. IT IS ORDERED that the primary residence of the child[ren] shall be within [**specify geographic area**], and the parties shall not remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren] until this geographic restriction is modified by further order of the court of continuing jurisdiction or by a written agreement that is signed by the parties and filed with that court.

Caution: The following paragraph should be used only after careful consideration of the potential ramifications. See the practice notes at section [40.11](#).

IT IS FURTHER ORDERED that this geographic restriction on the primary residence of the child[ren] shall be lifted if, at the time [**name of sole managing conservator or joint managing conservator with right to designate**] wishes to remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren], [**name of possessory conservator or joint managing conservator without right to designate**] does not reside in [**specify geographic area**].

Continue with the following.

**4.B.7. Notices to Other
Conservator[s]**

Except as expressly provided otherwise in this temporary order, IT IS ORDERED that all information or documents that a conservator is required to provide to [the other/another] conservator shall be sent in the following manner:

Include as applicable.

- a. hand delivery 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. delivery to the recipient by first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address;
- c. delivery 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;
- d. delivery to the recipient at the recipient's electronic mail address as follows:

[name of conservator]: [conservator's e-mail address]

[name of conservator]: [conservator's e-mail address]

Repeat as needed for other conservators.

and in the event of any change in a recipient's electronic mail address, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change;

- e. delivery to the recipient at the recipient's mobile telephone number by text message as follows:

[name of conservator]: [conservator's mobile number]

[name of conservator]: [conservator's mobile number]

Repeat as needed for other conservators.

and in the event of any change in a recipient's mobile telephone number, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change; or

- f. providing the document to the recipient by posting the document on the [name of coparenting website] Internet website program, in accordance with the provisions set forth below in this order.

4.B.8. Passport Application
22 CFR § 51.28

If a party applies for a passport for the child[ren], that party is ORDERED to notify the other [party/parties] of that fact no later than [number] days after the application.

Include the following if applicable.

IT IS ORDERED that if a parent's consent is required for the issuance or renewal 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.

See form [55-2](#) if international parental abduction is an issue.

Include [4.B.9.](#) if applicable.

4.B.9. Tax Returns for Child[ren]

IT IS ORDERED that **[name of party A]** shall have the exclusive right and duty to prepare and file income tax returns for the child[ren]'s estate[s].

IT IS ORDERED that **[name of party B]** shall furnish such information to **[name of party A]** as is requested to prepare federal income tax returns for the child[ren]'s estates within thirty days of receipt of a written request for the information, and in no event shall the information be furnished later than **[date]**. As requested information becomes available after that date, **[name of party B]** is ORDERED to provide it to **[name of party A]** within ten days of **[name of party B]**'s receipt of the information.

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding rights and duties to be effective for the duration of a party's military duty.

Continue with the following.

4.C. Possession and Access

IT IS ORDERED that the temporary conservators shall have possession of the child[ren] at times mutually agreed to in advance by the parties and, in the absence of mutual agreement, as follows: **[set out times and general conditions for possession of or access to each child; if needed, adapt language from paragraph 10.H., form [23-1](#)]**.

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.

Include [4.C.1.](#)–[4.C.3.](#) as applicable.

4.C.1. *Electronic Communication*
§ 153.015

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]/the temporary 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 temporary conservator granted electronic communication with that child].**

If there is a finding of family violence in the order, include the following if applicable.

The Court finds that, even though it has [made a finding of family violence/imposed supervised visitation between the child[ren] and [name]/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].**

Continue with the following.

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.

4.C.2. *Restricted Periods of
Access—Family Violence/
Sexual Offense Resulting
in Pregnancy*
§ 153.004(d), (d–1)

4.C.2.a. *Restricted Periods of
Access—Family Violence*
§ 153.004(d)(1), (d–1)

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:

Select as applicable.

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]].

And/Or

2. All exchanges of possession of or access to the child[ren] shall occur at [specify place and address].

And/Or

3. [Name] shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during each of [name]'s periods of possession of or access to the child[ren].

And/Or

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].

4.C.2.b. *Restricted Periods of
Access—Sexual Offense
Resulting in Victim's
Pregnancy with Child*
§ 153.004(d)(2), (d-1)

The Court finds that [name] has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code and, as a direct result of the conduct, the victim of the conduct became pregnant with [name]'s child, [name of child]. The Court further finds that awarding [name] access to the child would not endanger the child's physical health or emotional welfare and would be in the best interest of the child. IT IS THEREFORE ORDERED as follows:

Select as applicable.

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]**].

And/Or

2. All exchanges of possession of or access to the child shall occur at **[specify place and address]**.

And/Or

3. **[Name]** shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during each of **[name]**'s periods of possession of or access to the child.

4.C.3. *Supervised Visitation—
Family Violence or Child
Abuse or Neglect
§ 153.004(e)*

The Court finds that credible evidence has been presented that there is a history or pattern of [child neglect/child abuse/family violence/child neglect and abuse/child neglect and family violence/child abuse and family violence/child abuse, child neglect, and family violence] committed by [Petitioner/Respondent/**[name]**], who [resides in [Petitioner/Respondent]'s household/is permitted by [Petitioner/Respondent] to have unsupervised access to the child[ren] during [Petitioner/Respondent]'s periods of possession of or access to the child[ren]]]. IT IS THEREFORE ORDERED that [Petitioner/Respondent]'s access 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 and general terms and conditions]**]/on the days and times prescribed by **[name of person or supervising agency or program]**].

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding possession and access to be effective for the duration of a party's military duty.

Continue with the following.

**4.D. Termination of Orders on
[Marriage/Remarriage]
§ 154.006(b)**

The provisions of this order relating to conservatorship, possession, or access terminate on the [marriage/remarriage] of [**name of petitioner**] to [**name of respondent**] unless a nonparent or agency has been appointed conservator of the child[ren] under chapter 153 of the Texas Family Code.

5. Child Support

Child Support

Select [5.A.](#), [5.B.](#), or [5.C.](#)

5.A. Monthly Payments

IT IS ORDERED that [**name of obligor**] pay to [**name**] for the support of [**name[s] of child[ren]**] [**number**] dollars (\$[**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 further order of this Court.

Or

5.B. Semimonthly Payments

IT IS ORDERED that [**name of obligor**] pay to [**name**] for the support of [**name[s] of child[ren]**] [**number**] dollars (\$[**amount**]) per month, in two installments per month of [**number**] dollars (\$[**amount**]) each, with the first installment of [**number**] dollars (\$[**amount**]) being due and payable on [**date**] [**include if applicable:** , the second installment of [**number**] dollars (\$[**amount**]) being

due and payable on [date],] and a like installment of [number] dollars (\$[amount]) being due and payable on the [specify] and [specify] day of each month thereafter until further order of this Court.

Or

5.C. Weekly Payments

IT IS ORDERED that [name of obligor] pay to [name] for the support of [name[s] of child[ren]] [number] dollars (\$[amount]) per week, beginning on [name of day], [date] with a like payment of [number] dollars (\$[amount]) being due and payable on each [name of day] thereafter until further order of this Court.

If properly requested by a party or if the support ordered varies from the statutory guidelines, include 5.D. (See form 26-10 for written request.)

5.D. Statement on Guidelines
§ 154.130

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 net resources of [name of obligor] per month are \$[amount].

Include item 3. if applicable.

3. The net resources of [name of obligee] per month are \$[amount].

Include the following as item 4. if suit was filed before September 1, 2021, *or* if obligor's net resources are \$1,000 per month or more, regardless of when suit was filed.

4. The percentage applied to the first \$9,200 of [name of obligor]'s net resources for child support is [percent] percent.

Or

Include the following as item 4. if suit was filed on or after September 1, 2021, *and* obligor's net resources are less than \$1,000 per month.

4. The percentage applied to [name of obligor]'s net resources for child support is [percent] percent.

Include item 5. if applicable.

5. 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].

5.E. Withholding from Earnings

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

5.F. Withholding as Credit against Support Obligation

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 order 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 order, 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.

5.G. Order to Employer

On this date the Court [signed/authorized the issuance of] an Income Withholding for Support. [See form 9-3.]

5.H. Payment

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 ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of obligor]**'s name as the name of the noncustodial parent (NCP), and **[name of obligee]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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 fees.

5.I. Change of Employment

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.

5.J. Clerk's Duties

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 Income Withholding for Support to be delivered to any employer.

If the order to withhold is to be effective only if a delinquency or other violation of the order occurs, include **5.K.** See **Tex. Fam. Code §§ 154.007, 158.002.**

**5.K. Suspension of Withholding
from Earnings**

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.

5.L. Health-Care and Dental Expenses

Include provisions as required by [Tex. Fam. Code §§ 154.181\(c\)](#) and [154.1815\(d\)](#) for continuation of coverage and/or for payment of health and dental insurance premiums and of unreimbursed health-care expenses. See form [41-10](#).

Include [5.M.](#) if applicable.

5.M. Private School, Day-Care Expenses

Include provisions for payment of private school expenses and/or day-care expenses.

5.N. Termination of Orders on [Re]marriage of Parties but Not on Death of Oblige
[§§ 154.006\(b\)](#), [154.013\(a\)](#)

The provisions of this order relating to current child support terminate on the [marriage/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 order does not terminate on the death of [name of obligee] but continues as an obligation to [name[s] of child[ren]].

If appropriate, see form 45-5 or 45-6 for temporary orders regarding support to be effective for the duration of a party's military duty.

Include 6.–16. as applicable.

6. **Child Custody Evaluation**

Child Custody Evaluation

By separate order, the Court has appointed a child custody evaluator to conduct a child custody evaluation into and prepare a report on the circumstances and condition of the child[ren] the subject of this suit [./and] the parties to this suit [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren] the subject of this suit]. [See form 56-24.]

7. **Psychological or Psychiatric Evaluation**

[Psychological/Psychiatric] Evaluation

IT IS ORDERED that [name] is appointed to interview, examine, evaluate, and consult with [Petitioner/Respondent/[name of child]] to prepare a [psychological/psychiatric] evaluation of [Petitioner/Respondent/[name of child]]. [Petitioner/Respondent] is ORDERED to pay the cost of the evaluation of [Petitioner/Respondent/[name of child]] when [name] requests payment. [Respondent/Petitioner] is ORDERED to contact [name] at [address], [telephone number], within [number] days of the date of these temporary orders to schedule the evaluation. [Respondent/Petitioner] is further ORDERED to cooperate with [name] and attend all appointments, interviews, tests, and evaluations scheduled with [name]. IT IS ORDERED that [name] shall provide a copy of [Respondent/Petitioner]'s evaluation to each party and each party's attorney and shall not file the evaluation with the Court. IT IS ORDERED that

[Respondent/Petitioner] shall execute all necessary releases to allow the parties and their attorneys to possess the evaluation, to use it in depositions in this suit, and to offer it into evidence in this suit.

**8. Parent Education and Family
Stabilization Course**

Parent Education and Family Stabilization Course

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 certificate 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.

**9. Parenting Coordinator/
Facilitator**

Parenting [Coordinator/Facilitator]

IT IS ORDERED that [name] is appointed parenting [coordinator/facilitator]. [Include appropriate provisions from form 16-18 or 16-19, including findings required under Tex. Fam. Code § 153.605(b) or § 153.6051(b).]

10. Ad Litem/Amicus

10.A. Guardian Ad Litem

Guardian Ad Litem

IT IS ORDERED that [name] is appointed guardian ad litem to represent the best interests of the child[ren]. [Include provisions for payment of ad litem fees.]

Or

10.B. Attorney Ad Litem

Attorney Ad Litem

IT IS ORDERED that [name] is appointed attorney ad litem to provide legal services for the child[ren]. [Include provisions for payment of ad litem fees.]

Or

10.C. Amicus Attorney

Amicus Attorney

IT IS ORDERED that [name] is appointed amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren]. [Include provisions for payment of amicus fees.]

11. ADR Participation*Dispute Resolution Participation*

IT IS ORDERED that Petitioner, [**name of petitioner**], and Respondent, [**name of respondent**], shall attend [mediation/nonbinding arbitration/binding arbitration] with [**name**] on or before [**date**].

12. Tax Returns*Tax Returns*

IT IS ORDERED that Respondent, [**name of respondent**], produce and deliver to [**name and address of attorney**] by [**time**] on [**date**] copies of Respondent's income tax returns for tax years [**years**], a financial statement, and current pay stubs.

13. Execution of Releases*Execution of Releases*

IT IS ORDERED that [Petitioner/Respondent], [**name**], shall execute the following releases: [**specify**].

Within [**number**] days after receipt of a written request from [the other/another] conservator, the conservator receiving the request is ORDERED to execute and provide to the requesting conservator—

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 conservator 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 conservator executes an authorization for disclosure of protected health information pursuant to the HIPAA and 45 C.F.R. section 164.508.

14. Pretrial Conference

Pretrial Conference

IT IS ORDERED [**specify as appropriate under local practice**].

15. Injunction

Injunction

The Court finds that, based on the public policy considerations stated in section 153.001 of the Texas Family Code, it is in the best interests of the child[ren] that the following temporary injunction be issued and related orders be entered.

IT IS ORDERED that [Respondent/Petitioner/the parties] and [his/her/their] agents, servants, employees, attorneys, and those persons in active concert or participation with [him/her/them] who receive actual notice of this order by personal service or otherwise are temporarily enjoined from:

Select as required by petition.

1. *Disturbing Child[ren] or
Another Party*

1. Disturbing the peace of the child[ren] or of any other party.

And/Or

2. *Withdrawing Child[ren] from
School or Day Care*

2. Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

3. *Hiding Child[ren] from
Petitioner*

3. Hiding or secreting the child[ren] from [Petitioner/Respondent/the other party].

And/Or

4. *Disparaging Remarks*

4. Making disparaging remarks regarding [Petitioner/Respondent/the other party] [**include if applicable:** or [Petitioner/Respondent/the other party]'s family] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

5. *Consumption of Alcohol*

5. Consuming alcohol within the [number] hours before or during each of [Respondent/Petitioner/the party]'s periods of possession of or access to the child[ren].

And/Or

6. *Affecting Health or Dental Insurance*

6. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any health or dental insurance policy insuring the child[ren].

And/Or

7. *Travel Restriction*

7. Removing the child[ren] beyond [**specify geographic area**], acting directly or in concert with others.

16. Bond

Bond

IT IS ORDERED that Respondent post a bond [or cash] in the amount of [**number**] dollars (\$[**amount**]) with the clerk of this Court before removing the child[ren] from the jurisdiction of this Court.

17. Required Notices

§§ 105.006(e), (e-1), (e-2),
105.007

Required Notices

Include the following four paragraphs of 17. unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See *also* [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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 mail-

ing a copy of the notice to State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

Include the following paragraph if the order provides for possession of or access to a child.

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.

Include the following paragraph if the order provides for child support.

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

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

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

18. Warnings to Parties
§ 105.006(d)

Warnings

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.

19. Attorney's Fees

Attorney's Fees

The Court finds that reasonable interim attorney's fees and expenses to be paid by [name] to [name]'s attorney are necessary for [name] to conduct discovery and properly prepare for trial and to protect the best interest of the child[ren].

IT IS ORDERED that [name of respondent], Respondent, pay [number] dollars (\$[amount]) to [name and address of attorney] by cash, cashier's check, or money order on or before [time] on [date] for interim attorney's fees and expenses.

Include 20. if applicable.

20. Service of Writ
TRCP 689

Service of Writ

[Include if applicable: Petitioner and] Respondent waive[s] issuance and service of the writ of injunction, by stipulation or as evidenced by [Respondent's/the] signature[s] below. IT IS ORDERED that [include if applicable: Petitioner and] Respondent shall be deemed to be duly served with the writ of injunction.

21. Required in All Orders

Duration

These Temporary Orders shall continue in force until the signing of the final order or until further order of this Court.

SIGNED on _____.

JUDGE PRESIDING

22. Approvals

Include the following in all orders unless there is a motion to sign temporary orders.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the order and do not intend to challenge the order in appellate court, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Form 41-10

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order in Suit to Modify Parent-Child Relationship**1. Date of Hearing**

On [date] the Court heard this case.

2. Appearances*Appearances***2.A. Petitioner[s]****1. In Person and by Attorney**

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

Or

2. Agreement

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.

Repeat for each additional petitioner.

2.B. Respondent[s]

Respondent, [name of respondent],

Select one of the following.

1. *In Person*

appeared in person and announced ready for trial.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Agreement*

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

7. *Did Not Appear (Default after Appearance)*

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

Repeat for each additional respondent.

2.C. Ad Litem/Amicus

Select as applicable.

2.C.1. *Ad Litem for Child[ren]*

Also appearing was [name], appointed by the Court as [guardian/ attorney] ad litem of the child[ren] the subject of this suit. [Include if applica-

ble: 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.]

Or

2.C.2. Amicus

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.]

And/Or

**2.C.3. Ad Litem for Parties Cited
by Publication or Other
Substituted Service**

Tex. R. Civ. P. 244 requires that a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 23-4. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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

2.D. Other Parties

Other parties appearing were [name[s] and relationship[s] to child[ren]]. [Include if applicable: [Name[s]] [has/have] agreed to the terms of this order, as evidenced by the signature[s] below.]

Include 3. if applicable.

3. Consent by Person with Right to Designate Primary Residence

Consent by Person with Right to Designate Primary Residence

[Name], who has the exclusive right to designate the primary residence of the child[ren], has consented to the terms of this order as evidenced by [name]'s signature below.

4. Jurisdiction

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

5. Jury

Jury

5.A. Waived

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

Or

5.B. Selected

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

6. Record

Record

6.A. Waived
§ 105.003(c)

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

Or

6.B. Reporter

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

7. Child[ren]

Child[ren]

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

Repeat above information for each additional child.

Include 8. if applicable.

8. Relief Denied

Relief Denied

The Court finds that the petition to modify should be denied. IT IS ORDERED that all relief requested in the petition to modify is DENIED.

If modification is granted, continue with the following as appropriate. If relief is denied, go to 23.

Include 9. unless the order only modifies child support.

9. Parenting Plan

Parenting Plan

The Court finds that the provisions in these orders 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].

10. Conservatorship Orders

Conservatorship

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

10.A. Appointment

IT IS ORDERED that [name[s]] [is/are] removed as managing conservator[s] and that [name] and [name] are appointed Joint Managing Conservators of the following child[ren]: [name[s] of child[ren]].

Or

IT IS ORDERED that [name[s]] [is/are] removed as managing conservator[s] and that [name] is appointed Sole Managing Conservator and [name]

is appointed Possessory Conservator of the following child[ren]: **[name[s] of child[ren]]**.

10.B. Rights and Duties

Select as applicable. The rights of conservators can be limited by court order.

Include [10.B.1.](#) if the parents are appointed joint managing conservators. (If the parents are appointed sole managing and possessory conservators, use [10.B.2.](#) and [10.B.3.](#)) If one or more nonparents are appointed joint managing conservator, change title(s) as appropriate and modify the rights and duties of the nonparent(s) in accordance with [Tex. Fam. Code §§ 153.371](#) and [153.376](#).

10.B.1. Parents Joint Managing Conservators

**a. Rights at All Times
§ 153.073**

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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parents.

b. Duties at All Times
§ 153.076

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];
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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order

is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

c. *Rights and Duties during
Periods of Possession*
§ 153.074

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].

d. *Other Rights and Duty of
Petitioner*
§§ 153.134(b), 153.132,
153.071, 151.001(a)(4), (5),
153.133(c)

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 [within [**specify geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

- e. *Other Rights and Duty of Respondent*
§§ 153.134(b), 153.132,
153.071, 151.001(a)(4), (5),
153.133(c)

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 [within [specify geographic 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;

10. the [exclusive right/right, subject to the agreement of the other parent conservator,] to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. 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 the community or joint property of the parents.

f. Minimizing Disruption
§ 153.134(b)(3)

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

Include one of the following paragraphs if applicable, particularly if the right to make educational decisions is not allocated exclusively to one conservator.

Notwithstanding any provision in this order to the contrary, IT IS ORDERED that **[[name of petitioner]/[name of respondent]]** shall have the exclusive right to enroll the child[ren] in school. Each conservator, during that conservator's periods of possession, is ORDERED to ensure the child[ren]'s attendance in the schools in which **[[name of petitioner]/[name of respondent]]** has enrolled the child.

Or

Notwithstanding any provision in this order to the contrary, **[name of petitioner]** and **[name of respondent]** are each ORDERED to enroll the child[ren] [in the public school[s] for the attendance zone of **[[name of petitioner]/[name of respondent]]**'s residence/as follows: **[name of child]** in **[name and address of school]** as long as the child is eligible to attend that school **[repeat for each child if more than one]**]. Each conservator, during that conservator's periods of possession, is ORDERED to ensure the child[ren]'s attendance in [this/these] school[s].

Include [10.B.2.](#) if a parent is appointed sole managing conservator or possessory conservator.

10.B.2. Parent Sole Managing or Possessory Conservator

a. Rights at All Times
§ 153.073

IT IS ORDERED that, at all times, **[name]**, as a parent [sole managing/possessory] conservator, **[include if applicable: 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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parents.

b. *Duties at All Times*
§ 153.076

IT IS ORDERED that, at all times, [name], as a parent [sole managing/possessory] conservator, [include if applicable: 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];

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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

3. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the

conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

c. *Rights and Duties during
Periods of Possession*
§ 153.074

IT IS ORDERED that, during [his/her/their respective] periods of possession, [name], as a parent [sole managing/possessory] conservator, [**include if applicable:** 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].

Include 10.B.3. if a parent is appointed sole managing conservator.

10.B.3. *Exclusive Rights and Duty
of Parent Sole Managing
Conservator*
§§ 153.132,
151.001(a)(4), (5),
105.002

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]
[within [**specify geographic area**]/without regard to geographic location];

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;
10. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s]; and

11. the duty to manage the estate[s] of the child[ren] to the extent the estate[s] [has/have] been created by the community or joint property of the parents.

Include [10.B.4.](#) if a nonparent is appointed sole managing conservator.

10.B.4. Nonparent Sole Managing Conservator

a. Rights and Duties
§§ 153.371, 153.076, 105.002,
264.0111

IT IS ORDERED that [**name of nonparent**], as a nonparent sole managing conservator, shall have the following rights and duties:

1. the right to have physical possession and to direct the moral and religious training of the child[ren];
2. the duty of care, control, protection, and reasonable discipline of the child[ren];
3. the duty to provide the child[ren] with clothing, food, shelter, education, and medical, psychological, and dental care and to have access to the child[ren]'s medical records;
4. the right to consent for the child[ren] to medical, psychiatric, psychological, dental, and surgical treatment;
5. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];
6. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];

7. the right to consent to marriage and to enlistment in the armed forces of the United States;

8. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning 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;

10. the right to designate the primary residence of the child[ren] [within [**specify geographic area**]/without regard to geographic location] and to make decisions regarding the child[ren]'s education;

11. if the parent-child relationship has been terminated with respect to the parents, or only living parent, or if there is no living parent, the right to consent to the adoption of the child[ren] and to make any other decision concerning the child[ren] that a parent could make;

12. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s];

13. 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];

14. 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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

15. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

16. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the

expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

17. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

b. Annual Reports
§ 153.375

IT IS ORDERED that [name of nonparent] shall, each twelve months after the date of this order, file with the Court a report of facts concerning the child[ren]'s welfare, including the child[ren]'s whereabouts and physical condition.

Include 10.B.5. if a nonparent is appointed a possessory conservator.

10.B.5. *Nonparent Possessory
Conservator*
§§ 153.376, 153.377,
153.076

IT IS ORDERED that [**name of nonparent**], as a nonparent possessory conservator, shall have the following right and duties during periods of possession:

1. the duty of care, control, protection, and reasonable discipline of the child[ren];
2. the duty to provide the child[ren] with clothing, food, and shelter; and
3. 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].

IT IS FURTHER ORDERED that [**name of nonparent**], as a nonparent possessory conservator, shall have the following right and duties at all times:

1. the right of access to medical, dental, psychological, and educational records of the child[ren] to the same extent as the managing conservator[s];
2. 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];
3. 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 Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] 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;

4. the duty to inform the other conservator[s] of the child[ren] if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

5. the duty to inform the other conservator[s] of the child[ren] if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the

expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

6. the duty to inform the other conservator[s] of the child[ren] if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

Include [10.B.6.](#) *only* if the primary residence of the child(ren) is restricted to a specific geographic area (as ordered in 10.B.1.d. or 10.B.1.e. for a joint managing conservator or [10.B.3.](#) or [10.B.4.](#) for the sole managing conservator).

**10.B.6. Geographic Area for
Primary Residence**
§§ 105.002, 153.133(c)

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 [**include if applicable:** after the parents have separated or

dissolved their marriage]. IT IS ORDERED that the primary residence of the child[ren] shall be within [**specify geographic area**], and the parties shall not remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren] until this geographic restriction is modified by further order of the court of continuing jurisdiction or by a written agreement that is signed by the parties and filed with that court.

Caution: The following paragraph should be used only after careful consideration of the potential ramifications. See the practice notes at section [40.11](#).

IT IS FURTHER ORDERED that this geographic restriction on the primary residence of the child[ren] shall be lifted if, at the time [**name of sole managing conservator or joint managing conservator with right to designate**] wishes to remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren], [**name of possessory conservator or joint managing conservator without right to designate**] does not reside in [**specify geographic area**].

Continue with the following.

**10.B.7. Notices to Other
Conservator[s]**

Except as expressly provided otherwise in this order, IT IS ORDERED that all information or documents that a conservator is required to provide to [the other/another] conservator shall be sent in the following manner:

Include as applicable.

- a. hand delivery 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. delivery to the recipient by first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address;
- c. delivery 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;
- d. delivery to the recipient at the recipient's electronic mail address as follows:

[name of conservator]: [conservator's e-mail address]

[name of conservator]: [conservator's e-mail address]

Repeat as needed for other conservators.

and in the event of any change in a recipient's electronic mail address, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change;

- e. delivery to the recipient at the recipient's mobile telephone number by text message as follows:

[name of conservator]: [conservator's mobile number]

[name of conservator]: [conservator's mobile number]

Repeat as needed for other conservators.

and in the event of any change in a recipient's mobile telephone number, that recipient is ORDERED to notify the other recipient[s] of such change in writing within twenty-four hours after the change; or

- f. providing the document to the recipient by posting the document on the [name of coparenting website] Internet website program, in accordance with the provisions set forth below in this order.

10.B.8. Passport Application
22 CFR § 51.28

If a party applies for a passport for the child[ren], that party is ORDERED to notify the other [party/parties] of that fact no later than [number] days after the application.

Include the following if applicable.

IT IS ORDERED that if a parent's consent is required for the issuance or renewal 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.

See form [55-2](#) if international parental abduction is an issue.

Include [10.B.9.](#) and [10.B.10.](#) as applicable.

10.B.9. Property of Child[ren]

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]. [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]** all documents necessary to effectuate **[name]**'s sole and exclusive control of the account[s].

If applicable, repeat 10.B.9., describing other property, for other party.

10.B.10. Tax Returns for Child[ren]

IT IS ORDERED that **[name of party A]** shall have the exclusive right and duty to prepare and file income tax returns for the child[ren]'s estate[s].

IT IS ORDERED that **[name of party B]** shall furnish such information to **[name of party A]** as is requested to prepare federal income tax returns for the child[ren]'s estates within thirty days of receipt of a written request for the information, and in no event shall the information be furnished later than March 1 of that year. As requested information becomes available after that date, **[name of party B]** is ORDERED to provide it to **[name of party A]** within ten days of **[name of party B]**'s receipt of the information.

If appropriate, see form 45-5 or 45-6 for temporary orders regarding rights and duties to be effective for the duration of a party's military duty.

Continue with the following.

10.C. Possession and Access

IT IS ORDERED that the conservators shall have possession of the child[ren] at times mutually agreed to in advance by the parties and, in the absence of mutual agreement, as follows: **[set out times and general terms and conditions for possession of or access to each child; if needed, adapt language from paragraph 10.H., form 23-1]**.

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.

Include 10.C.1.–10.C.3. as applicable.

10.C.1. Electronic Communication

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**].

If there is a finding of family violence in the order, include the following if applicable.

The Court finds that, even though it has [made a finding of family violence/imposed supervised visitation between the child[ren] and [**name**]/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].

Continue with the following.

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.

10.C.2. *Restricted Periods of Access—Family Violence/ Sexual Offense Resulting in Pregnancy*
§ 153.004(d), (d–1)

10.C.2.a. *Restricted Periods of Access—Family Violence*
§ 153.004(d)(1), (d–1)

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:

Select as applicable.

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]**].

And/Or

2. All exchanges of possession of or access to the child[ren] shall occur at **[specify place and address]**.

And/Or

3. **[Name]** shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during each of **[name]**'s periods of possession of or access to the child[ren].

And/Or

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]**.

*10.C.2.b. Restricted Periods of
Access—Sexual Offense
Resulting in Victim's
Pregnancy with Child
§ 153.004(d)(2), (d-1)*

The Court finds that **[name]** has engaged in conduct that constitutes an offense under section **[21.02/22.011/22.021/25.02]** of the Texas Penal Code and, as a direct result of the conduct, the victim of the conduct became pregnant with **[name]**'s child, **[name of child]**. The Court further finds that awarding **[name]** access to the child would not endanger the child's physical health

or emotional welfare and would be in the best interest of the child. IT IS
THEREFORE ORDERED as follows:

Select as applicable.

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]**].

And/Or

2. All exchanges of possession of or access to the child shall occur at **[specify place and address]**.

And/Or

3. **[Name]** shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during each of **[name]**'s periods of possession of or access to the child.

**10.C.3. Supervised Visitation—
Family Violence or Child
Abuse or Neglect
§ 153.004(e)**

The Court finds that credible evidence has been presented that there is a history or pattern of [child neglect/child abuse/family violence/child neglect and abuse/child neglect and family violence/child abuse and family violence/child abuse, child neglect, and family violence] committed by [Petitioner/Respondent/**[name]**], who [resides in [Petitioner/Respondent]'s household/is permitted by [Petitioner/Respondent] to have unsupervised access to the child[ren] during [Petitioner/Respondent]'s periods of possession of or access to the child[ren]]]. IT IS THEREFORE ORDERED that [Petitioner/Respon-

dent]’s access 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 and general terms and conditions]**]/on the days and times prescribed by **[name of person or supervising agency or program]**].

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding possession and access to be effective for the duration of a party’s military duty.

Continue with the following.

**10.D. Termination of Orders on
[Marriage/Remarriage]
§ 154.006(b)**

The provisions of this order relating to conservatorship, possession, or access terminate on the [marriage/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.

Include [10.E.](#)–[10.G.](#) as applicable.

**10.E. Security for Possession and
Access**

IT IS ORDERED that **[name of respondent]**, Respondent, [post a cash or surety bond of **[number]** dollars (\$**[amount]**)], payable to **[name]**/deposit with the Court **[describe security]**], conditioned on Respondent’s compliance with the order permitting possession of or access to the child[ren].

10.F. Means of Travel

Means of Travel—**[See form [56-15](#) for provisions dealing with specific duties of the conservators to provide appropriate transportation to and from the relevant transportation facilities.]**

10.G. International Travel

Each conservator is ORDERED to provide [the/each] other conservator with the appropriate written authorization, within ten days after written request is received, as is necessary to allow the child[ren] to travel with the other conservator[s] beyond the territorial limits of the United States. The conservators are ORDERED to exchange passports as is necessary to allow such travel.

[**Include if applicable:** The conservators agree and IT IS ORDERED that this order shall serve as written authorization for such travel.] [See form 56-12 for order regarding possession and transfer of child[ren]’s passport[s].]

11. Allocation of Increased Expenses*Allocation of Increased Expenses*

The Court finds, taking into account the best interest of the child[ren] and the increased expenses of exercising possession of or access to the child[ren] resulting from [name]’s change of residence, that the following is a fair and equitable allocation of the increased costs. IT IS THEREFORE ORDERED that [**specify allocation**].

12. Child Support*Child Support*

With appropriate modification, the following paragraphs may be used to provide for monthly support for one child or for more than one child. If there is more than one child, modify the amount of support in each series of blanks to indicate the reduction in support as a child reaches eighteen, is otherwise emancipated, graduates, or begins active service. See 5.B. and 5.C. in form 41-9 if semimonthly or weekly payments are ordered.

- All Orders Providing Child Support

Select 12.A. or 12.B. (and/or 12.C. if applicable).

12.A. Monthly Payments—One Child

IT IS ORDERED that [**name of obligor**] is obligated to pay and shall pay to [**name of obligee**] child support of [**number**] dollars (\$[**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 and [**name of obligor**]'s obligation to support the child has not already terminated, 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 sec-

tion 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.

Or

**12.B. Monthly Payments—More
than One Child**

IT IS ORDERED that [**name of obligor**] is obligated to pay and shall pay to [**name of obligee**] child support of [**number**] dollars (\$[**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 **[number]** dollars (\$**[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 that child and a like sum of **[number]** dollars (\$**[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 for whom **[name of obligor]** remained obligated to pay support under this order. **[Continue as required for additional reductions.]**

If a child is eighteen years of age and has not graduated from high school and **[name of obligor]**'s obligation to support the child has not already terminated, 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.

Include the following if applicable.

12.C. Disabled Child

§ 154.302

12.C.1. Minor Disabled Child

The Court finds that **[name of child]**, a child the subject of this suit, 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 **[number]** dollars (\$**[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 the first month following the death of the child or further order modifying this child support.

And/Or

12.C.2. Adult Disabled Child

The Court finds that **[name of child]**, an adult child the subject of this suit, 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 **[number]** dollars (\$**[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 the first month following the death of the child or further order modifying this child support.

If properly requested by a party or if the support ordered varies from the statutory guidelines, include 12.D. (See form 26-10 for written request.)

12.D. Statement on Guidelines

§ 154.130

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 net resources of [name of obligor] per month are \$[amount].

Include item 3. if applicable.

3. The net resources of [name of obligee] per month are \$[amount].

Include the following as item 4. if suit was filed before September 1, 2021, or if obligor's net resources are \$1,000 per month or more, regardless of when suit was filed.

4. The percentage applied to the first \$9,200 of [name of obligor]'s net resources for child support is [percent] percent.

Or

Include the following as item 4. if suit was filed on or after September 1, 2021, and obligor's net resources are less than \$1,000 per month.

4. The percentage applied to [name of obligor]'s net resources for child support is [percent] percent.

Include item 5. if applicable.

5. 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]**.

12.E. Withholding from Earnings

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

**12.F. Withholding as Credit
against Support Obligation**

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 order 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 order, 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.

12.G. Order to Employer

On this date the Court [signed/authorized the issuance of] an Income Withholding for Support. **[See form 9-3.]**

12.H. Payment

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 ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of obligor]**'s name as the name of the noncustodial parent (NCP), and **[name of obligee]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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.

12.I. Change of Employment

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.

12.J. Clerk's Duties

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 Income Withholding for Support to be delivered to any employer.

If the order to withhold is to be effective only if a delinquency or other violation of the order occurs, include [12.K](#). See [Tex. Fam. Code §§ 154.007, 158.002](#).

**12.K. Suspension of Withholding
from Earnings**

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.

12.L. Medical and Dental Support

§§ 154.008, 154.181–.192

IT IS ORDERED that [name of obligor] and [name of obligee] shall each provide additional child support for [the/each] child as set out in this order 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 these obligations [include if applicable: with respect to that child], except for any failure by a parent to fully comply with these obligations before that date. [Include if applicable: IT IS FURTHER ORDERED that the [cash medical support payments/additional child support payments for the cost of [health/dental/health and dental] insurance] 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.]

12.L.1. Definitions**1. Definitions****§ 101.015**

“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.

§ 154.181(e)

Select one of the following.

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

Or

“Reasonable cost” of health insurance means the total cost of health insurance coverage for all children for which **[name of obligor]** is responsible under a medical support order that does not exceed 9 percent of **[name of obligor]**’s annual resources, as described by section 154.062(b) of the Texas Family Code.

Continue with the following.

§ 101.0094

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

§ 154.1815(a)

Select one of the following.

“Reasonable cost” of dental insurance means the cost of dental insurance coverage for a child that does not exceed 1.5 percent of **[name of obli-**

gor]’s annual resources, as described by section 154.062(b) of the Texas Family Code.

Or

“Reasonable cost” of dental insurance means the total cost of dental insurance coverage for all children for which [name of obligor] is responsible under a dental support order that does not exceed 1.5 percent of [name of obligor]’s annual resources, as described by section 154.062(b) of the Texas Family Code.

Continue with the following.

§ 154.183(c)

“Health-care expenses” include, without limitation, medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges but do not include expenses for travel to and from the provider or for nonprescription medication.

“Health-care expenses that are not reimbursed by insurance” (“unreimbursed expenses”) include related copayments and deductibles.

“Furnish” means—

Include as applicable.

- 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 first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address;
- 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;
- d. to deliver the document to the recipient at the recipient's electronic mail address as follows:

[name of obligor]: [obligor's e-mail address]

[name of obligee]: [obligee's e-mail address]

and in the event of any change in either recipient's electronic mail address, that recipient is ORDERED to notify the other recipient of such change in writing within twenty-four hours after the change;

- e. to deliver the document to the recipient at the recipient's mobile telephone number by text message as follows:

[name of obligor]: [obligor's mobile number]

[name of obligee]: [obligee's mobile number]

and in the event of any change in either recipient's mobile telephone number, that recipient is ORDERED to notify the

other recipient of such change in writing within twenty-four hours after the change; or

- f. to provide the document to the recipient by posting the document on the [name of coparenting website] Internet website program, in accordance with the provisions set forth below in this order.

12.L.2. *Findings on Availability of
Health Insurance*
§ 154.182(a), (b)

2. Findings on Availability of Health Insurance—Having considered the cost, accessibility, and quality of health insurance coverage available to the parties, the Court finds:

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] per month.

And/Or

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] per month.

And/Or

Health insurance is available to [name of obligor] at a reasonable cost of \$[amount] per month from a source other than through [his/her] employment or membership in a union, trade association, or other organization, including the program under section 154.1826 of the Texas Family Code to provide health insurance in title IV-D cases.

And/Or

Health insurance is available to **[name of obligee]** at a reasonable cost of \$**[amount]** per month from a source other than through **[his/her]** employment or membership in a union, trade association, or other organization, including the program under section 154.1826 of the Texas Family Code to provide health insurance in title IV-D cases.

Or

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

Include the following if applicable.

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

Continue with the following.

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

12.L.3. Provision of Health-Care Coverage

3. Provision of Health-Care Coverage

Select **12.L.3.a.** (health insurance to be provided by obligor), **12.L.3.b.** (health insurance to be provided by obligee), or **12.L.3.c.** (no private insurance available).

12.L.3.a. Health Insurance to Be Provided by Obligor

As additional child support, **[name of obligor]** is ORDERED to [maintain/obtain, within **[number]** days after entry of this order, and then maintain] health insurance for **[the/each]** child as long as child support is payable for that child. **[Name of obligor]** is ORDERED—

Include the following paragraph a. if insurance is provided <i>through obligor's employment</i> .

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. [**name of obligor**]'s Social Security number;
 - ii. the name and address of [**name of obligor**]'s employer;
 - iii. whether [**name of obligor**]'s employer is self-insured or has health insurance available;
 - iv. proof that health insurance has been provided for [the/each] child;
 - v. if [**name of obligor**]'s employer has health insurance available:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim; and
 - vi. if [**name of obligor**]'s employer is self-insured:

- (a) a copy of the schedule of benefits;
- (b) a membership card;
- (c) claim forms; and
- (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligor's employment*.

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:

- i. [**name of obligor**]'s Social Security number;
- ii. proof that health insurance has been provided for [the/each] child; and
- iii. the following information and documents:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the health insurance policy covering [the/a] child and any additional information regarding health insurance coverage of the child[ren] not later than the fifteenth day after [**name of obligor**] receives or is provided with the renewal, change, or additional information;
- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of any termination or lapse of the health insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of health insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligor**] of additional health insurance for the child[ren] not later than the fifteenth day after the date the additional health insurance becomes available; and
- e. after a termination or lapse of health insurance coverage, to enroll the child[ren] in a health insurance plan that is available to [**name of obligor**] at reasonable cost at the next available enrollment period.

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.

Or

**12.L.3.b. Health Insurance to Be
Provided by Obligee**

As additional child support, [**name of obligee**] is ORDERED to [maintain/obtain, within [**number**] days after entry of this order, and then maintain] health insurance for [the/each] child as long as child support is payable for that child. [**Name of obligee**] is ORDERED—

Include the following paragraph a. if insurance is provided *through obligee's employment*.

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. [**name of obligee**]'s Social Security number;
 - ii. the name and address of [**name of obligee**]'s employer;
 - iii. whether [**name of obligee**]'s employer is self-insured or has health insurance available;
 - iv. proof that health insurance has been provided for [the/each] child;

- v. if **[name of obligee]**'s employer has health insurance available:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim; and
- vi. if **[name of obligee]**'s employer is self-insured:
 - (a) a copy of the schedule of benefits;
 - (b) a membership card;
 - (c) claim forms; and
 - (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligee's employment*.

- a. to furnish to each conservator of the child[ren] **[include if applicable: and the Office of the Attorney General Child Support Division]** the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. **[name of obligee]**'s Social Security number;

- ii. proof that health insurance has been provided for [the/
each] child; and
- iii. the following information and documents:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the health insurance policy covering [the/a] child and any additional information regarding health insurance coverage of the child[ren] not later than the fifteenth day after [**name of obligee**] receives or is provided with the renewal, change, or additional information;
- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of any termination or lapse of the health insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;

- d. after a termination or lapse of health insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligee**] of additional health insurance for the child[ren] not later than the fifteenth day after the date the additional health insurance becomes available; and
- e. after a termination or lapse of health insurance coverage, to enroll the child[ren] in a health insurance plan that is available to [**name of obligee**] at reasonable cost at the next available enrollment period.

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(b–1) of the Texas Family Code, [**name of obligor**] is ORDERED to pay [**name of obligee**], as additional child support, the amount of [**number**] dollars (\$[**amount**]) per month for the cost of health insurance, 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 thereafter until the termination of current child support for [the child/all children] under this order.

IT IS FURTHER ORDERED that the Income Withholding Order for Support authorized above in this order shall include the payments for the cost of health insurance ordered herein.

IT IS FURTHER ORDERED that all payments for the cost of health insurance shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [name of obligor]'s name as the name of the noncustodial parent (NCP), and [name of obligee]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

IT IS ORDERED that the provisions of this order for payments for the cost of health insurance shall be an obligation of the estate of [name of obligor] and shall not terminate on [his/her] death.

Or

**12.L.3.c. No Private Health
Insurance Available**

[Name of obligee] is ORDERED to [maintain/apply for, within [number] days after entry of this order, and then maintain] coverage under a governmental medical assistance program or health plan for [the/each] child 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—

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. [**name of obligee**]'s Social Security number;
 - ii. proof that coverage under a governmental medical assistance program or health plan has been provided for [the/each] child; and
 - iii. the following documents, to the extent they are applicable for the coverage provided for [the/each] child:
 - (a) the name of the health insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a health insurance membership card or Children's Medicaid card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;
- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the coverage provided for [the/a] child and any additional information regarding that coverage of the child not later than the fifteenth

day after **[name of obligee]** receives or is provided with the renewal, change, or additional information;

- c. to notify each conservator of the child[ren] **[include if applicable: and the Office of the Attorney General Child Support Division]** of any termination or lapse of the coverage provided for [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of the coverage provided for [the/a] child, to notify each conservator of the child[ren] **[include if applicable: and the Office of the Attorney General Child Support Division]** of the availability to **[name of obligee]** of additional health insurance for the child[ren] or coverage under a governmental medical assistance program or health plan not later than the fifteenth day after the date the additional health insurance or coverage becomes available; and
- e. after a termination or lapse of the coverage provided for [the/a] child, to enroll the child[ren] in a medical assistance program under chapter 32 of the Texas Human Resources Code or a state child health plan under chapter 62 of the Texas Health and Safety Code if the child[ren] [is/are] eligible for enrollment in the program.

Pursuant to section 154.182(b)(3) of the Texas Family Code, **[name of obligor]** is ORDERED to pay **[name of obligee]** cash medical support, as additional child support, of **[number]** dollars (\$**[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 thereafter until the termination of current child support for [the child/all children] under this order.

IT IS FURTHER ORDERED that the Income Withholding Order for Support authorized above in this order shall include the payments for the cash medical support ordered herein.

IT IS FURTHER ORDERED that all payments of cash medical support shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of obligor]**'s name as the name of the noncustodial parent (NCP), and **[name of obligee]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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 child[ren] 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.

Continue with the following.

12.L.4. *Findings on Availability of
Dental Insurance*
§ 154.1825(b), (c)

4. Findings on Availability of Dental Insurance—Having considered the cost, accessibility, and quality of dental insurance coverage available to the parties, the Court finds:

Dental 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] per month.

And/Or

Dental 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] per month.

And/Or

Dental insurance is available to [name of obligor] at a reasonable cost of \$[amount] per month from a source other than through [his/her] employment or membership in a union, trade association, or other organization.

And/Or

Dental insurance is available to [name of obligee] at a reasonable cost of \$[amount] per month from a source other than through [his/her] employment or membership in a union, trade association, or other organization.

Or

No parent has access to dental insurance at a reasonable cost.

Continue with the following if the court found that dental insurance is available to a parent at a reasonable cost. Otherwise, skip to [12.L.6](#).

Include the following if applicable.

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

Continue with the following.

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

12.L.5. Provision of Dental Coverage

5. Provision of Dental Coverage

Select [12.L.5.a.](#) (dental insurance to be provided by obligor) or [12.L.5.b.](#) (dental insurance to be provided by obligee).

12.L.5.a. Dental Insurance to Be Provided by Obligor

As additional child support, [**name of obligor**] is ORDERED to [maintain/obtain, within [**number**] days after entry of this order, and then maintain] dental insurance for [the/each] child as long as child support is payable for that child. [**Name of obligor**] is ORDERED—

Include the following paragraph a. if insurance is provided *through obligor's employment*.

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thir-

tieth day after the date the notice of the rendition of this order is received:

- i. [name of obligor]'s Social Security number;
- ii. the name and address of [name of obligor]'s employer;
- iii. whether [name of obligor]'s employer is self-insured or has dental insurance available;
- iv. proof that dental insurance has been provided for [the/each] child;
- v. if [name of obligor]'s employer has dental insurance available:
 - (a) the name of the dental insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a dental insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim; and
- vi. if [name of obligor]'s employer is self-insured:
 - (a) a copy of the schedule of benefits;
 - (b) a membership card;
 - (c) claim forms; and

- (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligor's employment*.

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:

- i. [**name of obligor**]'s Social Security number;
- ii. proof that dental insurance has been provided for [the/each] child; and
- iii. the following information and documents:
 - (a) the name of the dental insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a dental insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the dental

insurance policy covering [the/a] child and any additional information regarding dental insurance coverage of the child[ren] not later than the fifteenth day after [name of obligor] receives or is provided with the renewal, change, or additional information;

- c. to notify each conservator of the child[ren] [include if applicable: and the Office of the Attorney General Child Support Division] of any termination or lapse of the dental insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of dental insurance coverage, to notify each conservator of the child[ren] [include if applicable: and the Office of the Attorney General Child Support Division] of the availability to [name of obligor] of additional dental insurance for the child[ren] not later than the fifteenth day after the date the additional dental insurance becomes available; and
- e. after a termination or lapse of dental insurance coverage, to enroll the child[ren] in a dental insurance plan that is available to [name of obligor] at reasonable cost at the next available enrollment period.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if [name of obligor] is eligible for dependent dental 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.

Or

**12.L.5.b. Dental Insurance to Be
Provided by Obligee**

As additional child support, [**name of obligee**] is ORDERED to [maintain/obtain, within [**number**] days after entry of this order, and then maintain] dental insurance for [the/each] child as long as child support is payable for that child. [**Name of obligee**] is ORDERED—

Include the following paragraph a. if insurance is provided *through obligee's employment*.

- a. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. [**name of obligee**]'s Social Security number;
 - ii. the name and address of [**name of obligee**]'s employer;
 - iii. whether [**name of obligee**]'s employer is self-insured or has dental insurance available;
 - iv. proof that dental insurance has been provided for [the/each] child;
 - v. if [**name of obligee**]'s employer has dental insurance available:

- (a) the name of the dental insurance carrier;
 - (b) the number of the policy;
 - (c) a copy of the policy;
 - (d) a schedule of benefits;
 - (e) a dental insurance membership card;
 - (f) claim forms; and
 - (g) any other information necessary to submit a claim; and
- vi. if **[name of obligee]**'s employer is self-insured:
- (a) a copy of the schedule of benefits;
 - (b) a membership card;
 - (c) claim forms; and
 - (d) any other information necessary to submit a claim;

Or

Include the following paragraph a. if insurance is provided through means *other than obligee's employment*.

- a. to furnish to each conservator of the child[ren] **[include if applicable: and the Office of the Attorney General Child Support Division]** the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
- i. **[name of obligee]**'s Social Security number;
 - ii. proof that dental insurance has been provided for [the/ each] child; and
 - iii. the following information and documents:

- (a) the name of the dental insurance carrier;
- (b) the number of the policy;
- (c) a copy of the policy;
- (d) a schedule of benefits;
- (e) a dental insurance membership card;
- (f) claim forms; and
- (g) any other information necessary to submit a claim;

Continue with the following.

- b. to furnish to each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] a copy of any renewals or changes to the dental insurance policy covering [the/a] child and any additional information regarding dental insurance coverage of the child[ren] not later than the fifteenth day after [**name of obligee**] receives or is provided with the renewal, change, or additional information;
- c. to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of any termination or lapse of the dental insurance coverage of [the/a] child not later than the fifteenth day after the date of the termination or lapse;
- d. after a termination or lapse of dental insurance coverage, to notify each conservator of the child[ren] [**include if applicable:** and the Office of the Attorney General Child Support Division] of the availability to [**name of obligee**] of additional dental insurance for the child[ren] not later than the fifteenth day

after the date the additional dental insurance becomes available; and

- e. after a termination or lapse of dental insurance coverage, to enroll the child[ren] in a dental insurance plan that is available to [name of obligee] at reasonable cost at the next available enrollment period.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if [name of obligee] is eligible for dependent dental 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 154.1825(d) of the Texas Family Code, [name of obligor] is ORDERED to pay [name of obligee], as additional child support, the amount of [number] dollars (\$[amount]) per month for the cost of dental insurance, 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 thereafter until the termination of current child support for [the child/all children] under this order.

IT IS FURTHER ORDERED that the Income Withholding Order for Support authorized above in this order shall include the payments ordered herein for the cost of dental insurance.

IT IS FURTHER ORDERED that all payments for the cost of dental insurance shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791. IT IS ORDERED that all payments shall be made payable to the Office

of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, [name of obligor]'s name as the name of the noncustodial parent (NCP), and [name of obligee]'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

IT IS ORDERED that the provisions of this order for payments for the cost of dental insurance shall be an obligation of the estate of [name of obligor] and shall not terminate on [his/her] death.

Continue with the following in all orders.

**12.L.6. Allocation of
Unreimbursed Expenses
§ 154.183(c)**

Select [12.L.6.a.](#), [12.L.6.b.](#), [12.L.6.c.](#), or [12.L.6.d.](#) as applicable.

**12.L.6.a. Allocation If Private
Health Insurance and
Dental Insurance
Ordered**

6. Allocation of Unreimbursed Expenses—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 or dental 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 other than dental expenses if, at the time the expenses are incurred, [[name of obligor] is providing health insurance/[name of obligee] is providing health insurance and [name of obligor] is paying additional child support for the cost of health insurance] as ordered.

[Name of obligee] is ORDERED to pay [percent] percent and [name of obligor] is ORDERED to pay [percent] percent of the unreimbursed dental expenses if, at the time the expenses are incurred, [[name of obligor] is providing dental insurance/[name of obligee] is providing dental insurance and [name of obligor] is paying additional child support for the cost of dental insurance] as ordered.

Or

**12.L.6.b. Allocation If Private
Health Insurance but No
Dental Insurance
Ordered**

6. Allocation of Unreimbursed Expenses—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/[name of obligee] is providing health insurance and [name of obligor] is paying additional child support for the cost of health insurance] as ordered.

Or

**12.L.6.c. Allocation If No Private
Health Insurance
Available and No Dental
Insurance Ordered**

6. Allocation of Unreimbursed Expenses—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 that exceed the amount of cash medical support paid by **[name of obligor]**.

Or

12.L.6.d. *Allocation If No Private Health Insurance Available and Dental Insurance Ordered*

6. Allocation of Unreimbursed Expenses—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 or dental 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 other than dental expenses that exceed the amount of cash medical support paid by **[name of obligor]**.

[Name of obligee] is ORDERED to pay **[percent]** percent and **[name of obligor]** is ORDERED to pay **[percent]** percent of the unreimbursed dental expenses if, at the time the expenses are incurred, **[name of obligor]** is providing dental insurance/**[name of obligee]** is providing dental insurance and **[name of obligor]** is paying additional child support for the cost of dental insurance] as ordered.

Continue with the following.

12.L.6.e. *Payment of Allocated Expenses*

The conservator who incurs a health-care expense on behalf of [the/a] child is ORDERED to furnish to the other conservator all forms, receipts, bills,

statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them. If the incurring conservator furnishes to the nonincurring conservator the forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them, the nonincurring conservator is ORDERED to pay the nonincurring conservator's percentage of the unreimbursed portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring conservator for any advance payment exceeding the incurring conservator's percentage of the unreimbursed portion of the health-care expenses within thirty days after the nonincurring conservator receives the forms, receipts, bills, statements, and/or explanations of benefits. If the incurring conservator fails to furnish to the nonincurring conservator the forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them, the nonincurring conservator is ORDERED to pay the nonincurring conservator's percentage of the unreimbursed portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring conservator for any advance payment exceeding the incurring conservator's percentage of the unreimbursed portion of the health-care expenses within 120 days after the nonincurring conservator receives the forms, receipts, bills, statements, and/or explanations of benefits.

12.L.7. Secondary Coverage

7. Secondary Coverage—IT IS ORDERED that if a conservator provides secondary health insurance coverage [**include if applicable:** or dental insurance coverage] for the child[ren], the conservators 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 conservator who pays for health-care expenses for the child[ren] is reimbursed for the payment from both carriers to the fullest extent possible.

12.L.8. Compliance with Insurance Company Requirements

8. Compliance with Insurance Company Requirements—Each conservator is ORDERED to conform to all requirements imposed by the terms and conditions of any policy of health **[include if applicable: or dental]** insurance covering the child[ren] in order to assure the 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 conservator is ORDERED to use “preferred providers” or services within the health maintenance organization or preferred provider network, if applicable. Disallowance of the bill by an insurance company shall not excuse the obligation of a conservator to make payment. Excepting emergency health-care expenses incurred on behalf of the child[ren], if a conservator incurs health-care expenses for the child[ren] using “out-of-network” providers or services or fails to follow the insurance company procedures or requirements, that conservator shall pay all such health-care expenses incurred absent (1) written agreement of the conservators allocating such health-care expenses or (2) further order of the Court.

12.L.9. Claims

9. Claims—Except as provided in this paragraph, a conservator who is not carrying the health **[include if applicable: or dental]** insurance policy cov-

ering the child[ren] is ORDERED to furnish to the conservator carrying the policy, within fifteen days of receiving them, all forms, receipts, bills, and statements reflecting the health-care expenses the conservator 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 conservator who is not carrying the health [**include if applicable:** or dental] insurance policy covering the child[ren], at that conservator'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 conservator not carrying policy**] is designated the managing conservator or possessory conservator of the child[ren].

The conservator who is carrying the health [**include if applicable:** or dental] 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 conservator on behalf of [the/a] child to the insurance carrier within fifteen days of that conservator's receiving any form, receipt, bill, or statement reflecting the expenses.

12.L.10. Constructive Trust

10. Constructive Trust for Payments Received—IT IS ORDERED that any insurance payments received by a conservator from the health [**include if applicable:** or dental] insurance carrier as reimbursement for health-care expenses incurred by or on behalf of [the/a] child shall belong to the conservator who paid those expenses. IT IS FURTHER ORDERED that the conservator receiving the insurance payments is designated a constructive trustee to receive

any insurance checks or payments for health-care expenses paid by the other conservator, and the conservator carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits received, to the other conservator within three days of receiving them.

12.L.11. Warning
§ 154.188

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

Include 12.L.12. if insurance through a conservator's employment is ordered.

12.L.12. Notice to Employer

12. 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 conservator not carrying the health [include if applicable: or dental] insurance policy is designated the custodial parent and alternate recipient's representative.

Include 12.M.–12.Q. as applicable.

**12.M. Military Health Care and
Commissary Privileges**

The Court finds that [name] is a member of the United States Armed Forces and that the child[ren] the subject of this suit [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] the subject of this suit 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.

**12.N. No Credit for Informal
Payments**

IT IS ORDERED that the child support as prescribed in this order 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 order, for food, clothing, gifts, travel, shelter, or entertainment are deemed in addition to and not in lieu of the support ordered in this order.

12.O. Life Insurance

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 order, maintain in full force and effect at [name of obligor]'s sole cost and expense a life insurance policy, which may be a decreasing term life insurance policy, insuring the life of [name of obligor], with an initial

death benefit not less than the amount of the “Unpaid Child Support,” that will establish an insurance-funded [trust/annuity] payable to [name of obligee] for the benefit of the child[ren] that will satisfy the support obligation under the child support order in the event of the obligor’s death, pursuant to sections 154.015 and 154.016 of the Texas Family Code.

“Unpaid Child Support” is defined as the sum of the following:

1. an amount equal to the total amount of monthly periodic child support payments under the terms of this order, as modified by future court orders, that would be due between the date of this order until the end of the month of [the/each] child’s eighteenth birthday [, which the Court finds to be [number] dollars (\$[amount])];
2. an amount equal to the total amount of health insurance and dental insurance premiums payable for the benefit of the child[ren] under the terms of this order, as modified by future court orders, that would be due between the date of this order until the end of the month of [the/each] child’s eighteenth birthday [, which the Court finds to be [number] dollars (\$[amount])]; and
3. an amount equal to the balance owing on all cumulative judgments awarded against [name of obligor] for retroactive child support, child support arrearages, medical support arrearages, and dental support arrearages, as well as postjudgment interest on each judgment as of the date of this order [, which the Court finds to be [number] dollars (\$[amount])].

The Court finds that as of the date of this order the amount of Unpaid Child Support is [number] dollars (\$[amount]).

[**Name of obligor**] is ORDERED to provide [**name of obligee**] written proof from the life insurance company confirming the coverage required under this portion of the order no later than thirty days after the date this order is signed by the Court [through the parties' attorneys/by mailing to [**name of obligee**] at [**address**]/by e-mailing to [**name of obligee**] at [**e-mail address**]].

IT IS ORDERED that on [**date**] of each calendar year [**name of obligor**] and [**name of obligee**] shall recalculate the amount of Unpaid Child Support, replacing the date of the order or, if applicable, the date of the most recent recalculation with the date of the newest recalculation until the balance of the Unpaid Child Support is zero. After each recalculation, [**name of obligor**] may decrease the amount of the death benefit of the insurance policy to an amount equal to or greater than the most recently recalculated Unpaid Child Support. If after any recalculation the death benefit of the life insurance policy is less than the recalculated Unpaid Child Support, within thirty days of that recalculation [**name of obligor**] is ORDERED to increase and maintain the death benefit to an amount equal to or greater than the most recently recalculated Unpaid Child Support.

Within thirty days of any change of the death benefit or of any beneficiary of the life insurance policy or of any written request by [**name of obligee**] [mailed to [**name of obligor**]'s last known mailing address/e-mailed to [**name of obligor**]'s last known e-mail address/sent by text message to [**name of obligor**]'s last known mobile telephone number/[**other method of communication**]], [**name of obligor**] is ORDERED to provide [**name of obligee**] at [**name of obligee**]'s last known [mailing/e-mail] address the documentation from the life insurance company showing the policy's current death benefit and the policy's current beneficiary designation(s). With [his/her] signature to this order,

[**name of obligor**] authorizes [**name of obligee**] to obtain directly from the insurance company issuing the life insurance policy the current death benefit of the policy and the policy's beneficiary designation(s). Not later than thirty days after receipt of a form required by the insurance company to authorize [**name of obligee**] to directly obtain this information, [**name of obligor**] is ORDERED to execute and deliver each such form to [**name of obligee**] at [**name of obligee**]'s last known mailing address.

On the date of this order, [**name of obligor**] is ORDERED to create an insurance-funded [trust/annuity], the complete terms and documents of which [**name of obligor**] shall provide to [**name of obligee**] [through the parties' attorneys/by mailing to [**name of obligee**] at [address]/by e-mailing to [**name of obligee**] at [e-mail address]]. Within fifteen days of any written request by [**name of obligee**] [mailed to [**name of obligor**]'s last known mailing address/e-mailed to [**name of obligor**]'s last known e-mail address/sent by text message to [**name of obligor**]'s last known mobile telephone number/[other method of communication]], [**name of obligor**] is ORDERED to provide [**name of obligee**] at [**name of obligee**]'s last known [mailing/e-mail] address the complete, current terms and documents of the [trust/annuity].

If [**name of obligor**]'s death occurs before the termination of [his/her] child support obligation, the proceeds of the life insurance policy shall fund the [trust/annuity] and shall be distributed as ordered by the Court in accordance with the Texas Family Code. If the proceeds of the life insurance policy are insufficient to satisfy [**name of obligor**]'s child support obligation as determined by the Court, any unpaid child support obligation shall be an obligation of [**name of obligor**]'s estate. If the proceeds of the life insurance policy exceed [**name of obligor**]'s child support obligation as determined by the Court, [**name**

of obligor], through the terms of the [trust/annuity], shall determine the disposition of those excess funds after [name of obligee] is paid a sum equal to the child support obligation.

IT IS ORDERED if any person or entity other than the insurance-funded [trust/annuity] described above receives proceeds of the life insurance policy [name of obligor] is ordered to maintain under the terms of this portion of the order before both the Court orders the distribution of those proceeds and those proceeds are distributed in accordance with that order, that person or entity shall be designated a constructive trustee of those funds for the benefit of [name of obligee] to the extent the Court orders those funds to be paid to [name of obligee] to satisfy [name of obligor]'s child support obligation.

12.P. Other Items

Several child-related items that are frequently covered by an agreement incident to divorce may be inserted in the final order in a suit affecting the parent-child relationship. These provisions commonly cover such subjects as private schools, automobiles, summer camp, and extracurricular activities. See form [23-6](#) for drafting suggestions.

12.Q. Security for Child Support
§ 157.109

IT IS ORDERED that [name] shall post a cash or security bond in the amount of [number] dollars (\$[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 order.

Continue with the following.

12.R. Support as Obligation of Estate

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

death of **[name of obligor]**. IT IS ORDERED that payments received by **[name of obligee]** for the benefit of the child[ren] due to the death of **[name of obligor]**, 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.

**12.S. Termination of Orders on
[Re]marriage of Parties but
Not on Death of Obligee**
§§ 154.006(b), 154.013(a)

The provisions of this order relating to current child support terminate on the [marriage/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 order does not terminate on the death of **[name of obligee]** but continues as an obligation to **[name[s] of child[ren]]**.

If appropriate, see form [45-5](#) or [45-6](#) for temporary orders regarding support to be effective for the duration of a party's military duty.

Include [12.T.](#) if modification is under [Tex. Fam. Code § 156.409](#).

**12.T. Change in Physical
Possession**
§ 156.409(a-1), (a-3)

IT IS ORDERED that **[name of obligor]** pay to [Petitioner/**[name of person with physical possession]**] any unpaid child support that is not subject to offset or reimbursement under section 157.008 of the Texas Family Code accrued after **[date of relinquishment or incarceration]**.

Include the following if applicable.

On [name]'s release from incarceration, [name] may file an affidavit with the Court stating that [name] has been released from incarceration, that there has not been a modification of the conservatorship of the child[ren] during the incarceration, and that [name] has resumed physical possession of the child[ren].

Include 13. unless the order only modifies child support.

**13. Optimizing Development of
Relationship between Parties
and Child[ren]**
§ 153.601(4)(D)

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

Include 14. if applicable.

14. Settlement of Future Disputes

Settlement of Future Disputes

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

Select one of the following.

a. Collaborative Model

Include the following paragraph if the matter was settled using collaborative law.

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 party 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], 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.

Or

b. Mediation/Arbitration

Tex. Fam. Code §§ 153.133(b) and 153.134 strongly urge the use of alternative dispute resolution procedures. The following language is intended to cover issues of conservatorship and 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 order or to enforce any subsequent modifications of this order. 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 litigate [the/a] suit for modification.

Include the following if the parties agree to arbitrate future claims or controversies.

The parties agree that any claim or controversy arising out of this order 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 this order. The cost of the arbitrator will be paid [percent] percent by [name] and [percent] percent by [name].

Include 15.–19. as applicable.

**15. Parenting Coordinator/
Facilitator**

§§ 153.603(d), 153.605(a), (b),
153.6051(a), (b)

Parenting [Coordinator/Facilitator]

IT IS ORDERED that [name] is appointed parenting [coordinator/
facilitator]. [Include appropriate provisions from form 16-18 or 16-19, including
findings required under Tex. Fam. Code § 153.605(b) or § 153.6051(b).]

16. Medical Notification

Medical Notification

Each conservator is ORDERED to inform [the/each] other conservator
within [number] hours of any medical condition of the child[ren] requiring sur-
gical intervention, hospitalization, or both.

Within [number] days after receipt of a written request from [the other/
another] conservator, the conservator receiving the request is ORDERED to
execute and provide to the requesting conservator—

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 conservator 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 conservator executes an authorization for disclosure of protected health information pursuant to the HIPAA and 45 C.F.R. section 164.508.

**17. Parent Education and Family
Stabilization Course**

Parent Education and Family Stabilization Course

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.

18. Coparenting Website Program*Coparenting Website Program*

IT IS ORDERED that [name] and [name] each shall, within ten days after this order is signed by the Court, obtain at [his or her/his/her] sole expense a subscription to the [name of coparenting website] program on the website at [website address]. IT IS FURTHER ORDERED that [name] and [name] each shall maintain that subscription in full force and effect for as long as [the/any] child is under the age of eighteen years and not otherwise emancipated.

IT IS ORDERED that [name] and [name] shall each communicate through the [name of coparenting website] program with regard to all communication regarding the child[ren], except in the case of an emergency or other urgent matter.

IT IS ORDERED that [name] and [name] each shall timely post all significant information concerning the health, education, and welfare of the child[ren], including but not limited to the child[ren]'s medical appointments, the child[ren]'s schedule[s] and activities, and requests for reimbursement of uninsured health-care expenses, on the [name of coparenting website] website. However, IT IS ORDERED that neither party shall have any obligation to post on that website any information to which the other party already has access through other means, such as information available on the website[s] of the child[ren]'s school[s].

IT IS FURTHER ORDERED that [name] and [name] shall each timely post on the [name of coparenting website] website a copy of any e-mail received by the party from the child[ren]'s school[s] or any health-care pro-

vider of the child[ren], in the event that e-mail was not also forwarded by the school[s] or health-care provider to the other party.

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

By agreement, the parties may communicate in any manner other than using the [name of coparenting website] program, but other methods of communication used by the parties shall be in addition to, and not in lieu of, using the [name of coparenting website] program.

**19. Permanent Injunctions as to
Persons**

Injunctive Relief

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 that [name] is permanently enjoined from:

Select as required by petition.

1. Threatening Other Party

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

2. *Communicating*

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].

3. *Entering Residence or Place of Employment*

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 order.

4. *Interfering with Possession of Child[ren]*

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.

5. *Coming to Day Care or School*

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.

- *Service of Writ*
TRCP 689

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.

Continue with the following.

20. Information Regarding Parties

§ 105.006(a)

Required Information

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

If the court finds that requiring a party to give certain items of this information to another party is likely to cause the child or a conservator harassment, abuse, serious harm, or injury, or to subject the child or a conservator to family violence, as defined by [Tex. Fam. Code § 71.004](#), the court may make any orders it considers necessary regarding the information. [Tex. Fam. Code § 105.006](#)(c). Information regarding the child appears in [7](#), rather than here, because the child is not a party.

Name: **[name of petitioner]**

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 respondent]**

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:

Repeat as needed for other parties.

21. Required Notices

§§ 105.006(e), (e-1), (e-2),
105.007

Required Notices

Include the following four paragraphs of 21, unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See *also* [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraph if the order provides for possession of or access to a child.

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.

Include the following paragraph if the order provides for child support.

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

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

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

22. Warnings to Parties

§ 105.006(d)

Warnings

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 DENY-
ING 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.

23. Attorney's and Ad Litem Fees

Attorney's [and Ad Litem] Fees

23.A. Petitioner's Attorney

IT IS ORDERED that good cause exists to award **[name of attorney]** judgment in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent. Respondent 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.

• Attorney's Fees on Appeal

IT IS FURTHER ORDERED that **[name]** is awarded a judgment of **[number]** dollars (\$**[amount]**) against **[name]** for attorney's fees on appeal for the benefit of [his/her] attorney, **[name]**. The judgment shall bear interest at **[percent]** percent per year compounded annually from the date the award is made final by the appropriate appellate court's judgment, for which let execution issue.

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

Following are some of the levels of attorney's fees that may be included in the appellate process. For a more complete listing that should be considered in proving up appellate attorney's fees, see the practice notes at section [20.23](#).

IT IS ORDERED that **[name]** shall be entitled to a remittitur of **[number]** dollars (\$**[amount]**) if a petition for review is granted by the Supreme Court of Texas but oral argument is not granted.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if briefing on the merits is not requested by the Supreme Court of Texas.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if a responsive brief to the petition for review is not requested by the Supreme Court of Texas.

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

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if there is no oral argument in the court of appeals.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if an appellate brief is not filed with the court of appeals.

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

Include the following if applicable.

**23.B. Ad Litem/Amicus for
Child[ren]**

The Court finds that [name of attorney or professional] has satisfactorily discharged all of [his/her] duties and obligations under chapter 107 of the Texas Family Code, and IT IS ORDERED that [he/she] is hereby discharged and relieved of any further rights, duties, and responsibilities in this case. IT IS FURTHER ORDERED that [name of attorney or professional] is awarded [number] dollars (\$[amount]) as [legal/professional] fees for services rendered as [guardian ad litem/attorney ad litem/amicus attorney]. [Include if applicable: The Court finds that the fees are necessities for the benefit of the child[ren].] These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney or professional] by cash, cashier's check, or money order on or before [date]. [Name of attorney or professional] may enforce this order for fees in [his/her] own name.

And/Or

23.C. Ad Litem for Absent Party

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of absent party], who received process by substituted service but did not otherwise appear. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or

money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

Repeat for each additional attorney ad litem as needed.

24. Costs

TCPRC § 31.007

Costs

**24.A. One Party Due—No
Judgment**

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

Or

24.B. One Party Due—Judgment

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

Or

24.C. Party Incurring

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

Or

24.D. Half to Each Party

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

Include the following if applicable.

24.E. Frivolous Suit
§ 156.005

The Court finds that the suit to modify was filed frivolously or designed to harass [Respondent/Cross-Respondent] and orders attorney's fees of [**number**] dollars (\$[**amount**]) taxed as costs against [**name**].

Include 25. if applicable.

25. Merger of Settlement Agreement

Merger of [Mediated/Collaborative Law] Settlement Agreement

This order is stipulated to represent a merger of a [mediated/collaborative law] settlement agreement dated [**date**] between the parties. To the extent there exist any differences between the [mediated/collaborative law] settlement agreement and this order, this order shall control in all instances.

Include 26. if applicable.

26. [Discharge from] Discovery Retention Requirement
TRCP 191.4(d)

[Discharge from] Discovery Retention Requirement

IT IS ORDERED 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.

Or

IT IS ORDERED that any persons required to serve discovery materials shall maintain, for a period of [number] months after this order 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 that the discovery materials shall be maintained while the appeal is pending.

27. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied. All other terms of the prior orders not specifically modified in this order shall remain in full force and effect.

28. Date of Order

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING**29. Approvals**

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include the following if applicable.

[Name]
[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]
State Bar No.: [if applicable]
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Complete information on suit affecting the family relationship (form [56-18](#)), parent-child relationship information sheet (form [56-19](#)), income withholding for support (form [9-3](#)), and medical support notice (form [9-1](#)). If the statement regarding health and dental insurance information described in [Tex. Fam. Code §§ 154.181\(b\) and 154.1815\(c\)](#) (form [56-2](#)) is required and has not been filed, it should be filed before this order is presented.

Form 41-11

This form is for use in seeking to deny relief requested in a motion for a temporary order creating a designation or changing the designation of the person having the exclusive right to designate primary residence or that would have the effect of creating a geographic area or of changing or eliminating the geographic area within which a conservator must maintain the child's primary residence based on [Tex. Fam. Code § 156.006\(b\)\(1\)](#). See [Tex. Fam. Code § 156.006\(b-1\)](#).

For a form for use in seeking to deny relief in a suit seeking modification of the designation of the person having the exclusive right to designate primary residence filed within one year after the earlier of the date of the rendition of the order or the signing of a mediated or collaborative law settlement agreement on which the order is based ([Tex. Fam. Code § 156.102](#)), see form 41-5 in this manual.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Deny Relief Requested in Motion for Temporary Order

This Motion to Deny Relief in Motion for Temporary Order is brought by **[name of movant]**, **[party designation]**. **[Include the following if this is movant's initial pleading:** [The last three numbers of **[name of movant]**'s driver's license number are **[numbers]**./**[Name of movant]** has not been issued a driver's license.] [The last three numbers of **[name of movant]**'s Social Security number are **[numbers]**./**[Name of movant]** has not been issued a Social Security number.]] **[Name of movant]** shows in support:

1. The motion for a temporary order was filed on the basis that the child[ren]'s present circumstances would significantly impair the child[ren]'s physical health or emotional development.

Select one or both of the following as applicable.

The motion was filed to [create a/modify the] designation of the person having the exclusive right to designate the primary residence of the child[ren].

And/Or

The temporary order requested would have the effect of [creating a/changing the/eliminating the] geographic area within which a conservator must maintain the primary residence of the child[ren].

Continue with the following.

2. Neither the motion nor any attachments provide the Court with adequate facts to support the allegation that the child[ren]'s present circumstances would significantly impair [his/her/their] physical health or emotional development.

3. **[Name of movant]** requests that the Court deny Petitioner's motion for a temporary order to modify the designation of the person having the exclusive right to designate the primary residence of the child[ren] sought in the Petition to Modify Parent-Child Relationship and refuse to schedule a hearing on the motion. **[Name of movant]** requests attorney's fees, expenses, and costs, pursuant to the attached affidavit.

[Name of movant] prays the Court grant this motion.

[Name]
 Attorney for **[name of movant]**
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
 in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Attach affidavit in support of attorney's fees.

Form 41-12

This form is for use in denying relief requested in a motion for a temporary order creating a designation or changing the designation of the person having the exclusive right to designate primary residence or that would have the effect of creating a geographic area or of changing or eliminating the geographic area within which a conservator must maintain the child's primary residence based on [Tex. Fam. Code § 156.006\(b\)\(1\)](#). See [Tex. Fam. Code § 156.006\(b-1\)](#).

For a form for use in denying relief in a suit seeking modification of the designation of the person having the exclusive right to designate primary residence filed within one year after the earlier of the date of the rendition of the order or the signing of a mediated or collaborative law settlement agreement on which the order is based ([Tex. Fam. Code § 156.102](#)), see form 41-6 in this manual.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Denying Relief Requested in Motion for Temporary Order

On [date] Petitioner's Motion for Temporary Order in Suit to Modify Parent-Child Relationship and Respondent's Motion to Deny Relief Requested in Motion for Temporary Order were called to the attention of the Court.

The motion for a temporary order was filed on the basis that the child[ren]'s present circumstances would significantly impair the child[ren]'s physical health or emotional development.

Select one or both of the following as applicable.

The motion was filed to [create a/modify the] designation of the person having the exclusive right to designate the primary residence of the child[ren].

And/Or

The temporary order requested would have the effect of [creating a/changing the/eliminating the] geographic area within which a conservator must maintain the primary residence of the child[ren].

Continue with the following.

The Court finds that neither the motion nor any attachments provide the Court with adequate facts to support the allegation that the child[ren]'s present circumstances would significantly impair [his/her/their] physical health or emotional development.

IT IS ORDERED that the Motion for Temporary Order in Suit to Modify Parent-Child Relationship is DENIED and no hearing is set on that motion.

IT IS ORDERED that [name] is awarded judgment against [name] for [number] dollars (\$[amount]) for the benefit of [his/her] attorney[s], [name[s] of attorney[s]], such judgment bearing interest at [percent] percent per year from the date the judgment is signed until paid, for which let execution issue if not paid.

SIGNED on _____.

JUDGE PRESIDING

Forms 41-13 through 41-20 are reserved.

Form 41-21

This petition to modify spousal maintenance must be filed under the same docket number in the court that originally rendered the order.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition to Modify Spousal Maintenance**1. *Discovery Level***
*TRCP 190.1**1. *Discovery Level**

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
*§ 201.005**2. *Objection to Assignment of Case to Associate Judge**

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. *Parties and Order*
*TCPRC § 30.014**3. *Parties and Order to Be Modified**

This suit to modify a prior order is brought by [**name of petitioner**], Petitioner. [The last three numbers of Petitioner's driver's license number are

[**numbers**]/Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]/Petitioner has not been issued a Social Security number.] Petitioner is the [**specify**] of the child[ren] and has standing to bring this suit. The requested modification will be in the best interest of the child[ren]. Petitioner is a party affected by the order, or the portion of the decree, to be modified.

Respondent is [**name of respondent**].

The order to be modified is entitled [**title of order**] and was rendered on [**date**].

4. Jurisdiction

4. Jurisdiction

This Court originally rendered the order sought to be modified.

5. Service

5. Service

Select one of the following.

5.A. Personal

Process should be served on Respondent [**include if applicable: at [address, city, state, zip code]**].

5.B. Waiver

No service on Respondent is necessary at this time.

5.C. Substituted

Citation of Respondent by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

6. Protective Order Statement
 § 6.405

6. Protective Order Statement

Select **6.A.** if no order is in effect and no application is pending. Include **6.B.** if one or more orders are in effect. Include **6.C.** if one or more applications are pending.

6.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

6.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

6.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

7. Modification of Amount of Maintenance
§ 8.057(a), (c)*7. Modification of Amount of Maintenance*

The circumstances of [[**name of obligor**]/[**name of obligee**]/[**name of disabled child**]/[**specify combination**]] have materially and substantially changed since the date of the [decree/order] to be modified, and the amount of the maintenance payments previously ordered should be [decreased/increased to an amount that does not exceed the amount of the original maintenance order].

Petitioner requests that any [decrease/increase] be made retroactive to the date this modification action was filed.

8. Modification of Duration of Maintenance
§ 8.057(c)*8. Modification of Duration of Maintenance*

The circumstances of [[**name of obligor**]/[**name of obligee**]/[**name of disabled child**]/[**specify combination**]] have materially and substantially changed since the date of the [decree/order] to be modified, and the period during which

maintenance payments were ordered to be made should be [decreased/
increased for a period that does not exceed the duration of the original maintenance order].

9. Costs and Interest

9. Request for Costs and Interest

Respondent should be ordered to pay costs, and a judgment should be rendered against Respondent. Movant requests postjudgment interest as allowed by law.

10. Prayer

10. Prayer

• *Required in All Petitions*

Petitioner prays that citation and notice issue as required by law and that the Court enter its orders in accordance with the allegations contained in this petition. Petitioner prays for costs and interest as requested above.

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit for citation by publication, see the relevant portion of form [3-2](#); for affidavit for citation by other substituted service, see form [8-23](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 41-22

The respondent's answer should be limited to a response to the matters set out in the petition. Claims for affirmative relief should not be included in the answer but should instead be set out in a counterpetition, which may be filed as a separate document or immediately following the answer in the same document. An answer to a counterpetition should be filed by the petitioner/counterrespondent. If the respondent contests personal jurisdiction, a special appearance must be filed before any other pleading. See form [41-3](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Respondent's Original Answer
[to Petition to Modify Spousal Maintenance]

[**Name of respondent**], Respondent, files this original answer. [**Include the following if this is respondent's initial pleading:** [The last three numbers of Respondent's driver's license number are [**numbers**]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [**numbers**]./Respondent has not been issued a Social Security number.]]

Include 1. if applicable.

1. Objection to Assignment of Case to Associate Judge

Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

2. Denial of Allegations

Respondent admits the allegation[s] in paragraph[s] [**number[s]**] of the Petition to Modify Spousal Maintenance and denies every other allegation in the suit to modify.

Or

Respondent enters a general denial.

3. *Costs and Interest*

[**Include if applicable:** If the parties are unable to reach an agreement on all issues,] Petitioner, [**name of petitioner**], should be ordered to pay costs, and a judgment should be rendered against Petitioner. Respondent requests postjudgment interest as allowed by law.

4. *Prayer*

Respondent prays that all relief prayed for by Petitioner be denied and that Respondent be granted all relief requested in this answer.

Respondent prays for costs and interest as requested above.

Include the following if applicable.

Respondent requests a jury trial and pays the jury fee of \$[**amount**].

Continue with the following.

Respondent prays for general relief.

[**Name**]
Attorney for Respondent
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for Respondent

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 41-23

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

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[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order in Suit to Modify Spousal Maintenance**1. Date of Hearing**

On [date] the Court heard this case.

2. Appearances*Appearances***2.A. Petitioner****1. In Person and by Attorney**

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

Or

2. Agreement

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.

2.B. Respondent

Respondent, [name of respondent],

Select one of the following.

1. In Person

appeared in person and announced ready for trial.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Agreement*

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

7. *Did Not Appear (Default after Appearance)*

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

Include 2.C. if applicable.

**2.C. Ad Litem for Party Cited by
Publication or Other
Substituted Service**

Tex. R. Civ. P. 244 requires that a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 23-4. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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

3. Jurisdiction

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties. All persons entitled to citation were properly cited.

4. Jury

Jury

4.A. Waived

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

Or

4.B. Selected

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

5. Record

Record

5.A. Waived
§ 105.003(c)

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

Or

5.B. Reporter

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

Include [6.](#) if applicable.

6. Relief Denied*Relief Denied*

The Court finds that the petition to modify should be denied. IT IS ORDERED that all relief requested in the petition to modify is DENIED.

If modification is granted, continue with the following as appropriate. If relief is denied, go to [9.](#)

7. Amount and Duration of Maintenance*Amount and Duration of Maintenance*

[**Name**] is ordered to pay as maintenance the sum of [**number**] dollars (\$[**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, based on Tex. Fam. Code § 8.054**];
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]**.

8. Payment

Include [8.A.](#), [8.B.](#), [8.C.](#), or [8.D.](#)

**8.A. No Order for Income
Withholding and No Child
Support Obligation**

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]**.

Or

**8.B. No Order for Income
Withholding and Obligor
Pays Support for Child[ren]
of Marriage**

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 party receiving (obligee)]** for distribution according to law. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of party paying (obligor)]**'s name as the name of the noncustodial parent (NCP), and **[name of party receiving (obligee)]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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.

Or

**8.C. Order for Income
Withholding and No Child
Support Obligation**

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 32-11.]** 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.

Or

**8.D. Order for Income
Withholding and Obligor
Pays Support for Child[ren]
of Marriage**

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 spousal 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 the state disbursement unit as specified below.

On this date the Court signed [an Order/a Writ] of Income Withholding for Spousal Maintenance. **[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 party receiving (obligee)]** for distribution according to law. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of party paying (obligor)]**'s name as the name of the noncustodial parent (NCP), and **[name of party receiving (obligee)]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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 FURTHER ORDERED that **[name of party paying]** shall notify this Court, the Office of the Attorney General, 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.

Include 9 . if applicable.

9. *Ad Litem Fees*

Ad Litem Fees

IT IS ORDERED that **[name of attorney]** is awarded **[number]** dollars (\$**[amount]**) as attorney's fees for legal services rendered for **[name of absent party]**, who received process by substituted service but did not otherwise appear. These fees are taxed as costs, and **[name]**, **[Petitioner/Respondent]**, is ORDERED to pay the fees to **[name of attorney]** by cash, cashier's check, or money order on or before **[date]**. **[Name of attorney]** may enforce this order for fees in **[his/her]** own name.

10. Costs
*TRCP 131**Costs***10.A. One Party Due—No
Judgment**

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

Or

10.B. One Party Due—Judgment

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

Or

10.C. Party Incurring

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

Or

10.D. Half to Each Party

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

Include [11.](#) if applicable.

11. Merger of Settlement Agreement*Merger of [Mediated/Collaborative Law] Settlement Agreement*

This order is stipulated to represent a merger of a [mediated/collaborative law] settlement agreement dated [date] between the parties. To the extent there exist any differences between the [mediated/collaborative law] settlement agreement and this order, this order shall control in all instances.

Include 12. if applicable.

12. [Discharge from] Discovery Retention Requirement
TRCP 191.4(d)*[Discharge from] Discovery Retention Requirement*

IT IS ORDERED 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.

Or

IT IS ORDERED that any persons required to serve discovery materials shall maintain, for a period of [number] months after this order 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 that the discovery materials shall be maintained while the appeal is pending.

13. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied. All other terms of the prior orders not specifically modified in this order shall remain in full force and effect.

14. Date of Order*Date of Order*

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

15. Approvals

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if applicable.

[Name]

[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]

State Bar No.: [if applicable]

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the order and
do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Complete income withholding for support
(form [9-3](#)) if applicable.

Chapter 42

Transfer

Form 42-1	Motion to Transfer	911
Form 42-2	Affidavit Controverting Motion to Transfer	916
Form 42-3	Notice of Hearing on Motion to Transfer.	917
Form 42-4	Order Transferring Suit Affecting Parent-Child Relationship	918
Form 42-5	Motion to Dismiss for Lack of Jurisdiction	922
Form 42-6	Order of Dismissal	924

Form 42-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Transfer

This Motion to Transfer is brought by [**name of movant**], [**party designation**], who requests transfer of this proceeding.

1. Jurisdiction*1. Jurisdiction***1.A. First Suit**

No court has acquired continuing, exclusive jurisdiction of this suit or of the child[ren] the subject of this suit.

Or

1.B. Subsequent Action

This Court has acquired and retains continuing, exclusive jurisdiction of this suit and of the child[ren] the subject of this suit as a result of prior proceedings.

2. Grounds*2. Grounds for Transfer*

Select [2.A.](#), [2.B.](#), [2.C.](#), [2.D.](#), [2.E.](#), or [2.F.](#)

2.A. Improper Venue

§ 103.002(a)
(First Suit)

Venue is improper in this Court, and no other court has continuing, exclusive jurisdiction. The child[ren] reside[s] in [county] County, Texas, and venue is proper in that county.

2.B. Residence of Child[ren]

§§ 155.201(b), 155.202(a)
(Subsequent Action)

The principal residence of the child[ren] is in [county] County, Texas [include if applicable: , and has been in that county during the six-month period preceding the commencement of this suit]. Venue is proper in that county.

2.C. Divorce Filed

§§ 103.002(b), 155.201(a),
(a-2), 155.004(a)(2),
155.204(a)
(First Suit or Subsequent
Action)

A suit for dissolution of the marriage of the parents of the child[ren] has been filed in [county] County, Texas, under Cause No. [number]. The undersigned certifies that all other parties, including the attorney general, if applicable, have been informed of the filing of this motion.

2.D. Forum Non Conveniens

§ 155.202
(Subsequent Action)

For the convenience of the parties and witnesses and in the interest of justice, the Court is requested to transfer this proceeding to a proper court in [county] County, Texas, for the following reasons: [state reasons].

Use [2.E.](#) or [2.F.](#) if transfer is sought under Family Code section 155.301 and there is no agreed order of transfer. If the parties submit an agreed order under section 155.301 to the court, the court shall sign the order without the need for other pleadings. [Tex. Fam. Code § 155.301\(c\)](#). See the order in form [42-4](#).

2.E. One Party in Texas; Other Parties outside Texas

§ 155.301(a)
(First Suit or Subsequent Action)

Except for [name of movant], all the parties, including [the child/all the children] affected by the proceedings reside outside Texas. [Name of movant] resides in [county] County, Texas, and venue is proper in that county.

2.F. Party outside Texas; Parties or Child in Different Texas Counties

§ 155.301(b)
(First Suit or Subsequent Action)

One or more of the parties affected by the proceeding reside outside Texas, and more than one party or [the child/one or more of the children] affected by the proceedings reside in Texas in different counties.

Select one of the following.

The court of continuing, exclusive jurisdiction is in [county] County, Texas, and venue is proper in that county.

Or

[There is no court of continuing, exclusive jurisdiction./Neither a party nor a child affected by the proceeding resides in the county of the court of continuing jurisdiction.] [County] County, Texas, is the county of residence of the child[ren], and venue is proper in that county.

Or

There is no court of continuing, exclusive jurisdiction, and no child affected by the proceeding resides in Texas. [County] County, Texas, is the

county most appropriate to serve the convenience of the resident parties and the witnesses and the interest of justice, and venue is proper in that county.

2.G. Adoption Filed

§§ 103.001(b), 155.201(a–1),
(a–2), 155.004(a)(2),
155.204(a)

A suit for adoption of the child[ren] has been filed in [county] County, Texas, the county of the child[ren]’s residence, under Cause No. [number]. The undersigned certifies that all other parties, including the attorney general, if applicable, have been informed of the filing of this motion.

3. Prayer

- *Required in All Petitions*

3. Prayer

[Name of movant] prays that notice be issued as required by law. [Name of movant] prays that the Court order the transfer of this proceeding in accordance with the allegations of this motion.

[Name of movant] prays for general relief.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 42-2

See the practice notes at section 8.58 concerning affidavits generally. An unsworn declaration may be used in place of an affidavit. See section 8.58 and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit Controverting Motion to Transfer

[Name of affiant] appeared in person before me today and stated under oath:

“My name is **[name of affiant]**. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

Placing the statements in quotation marks, state in the words of the affiant the specific facts that are grounds for denying the transfer, and state the basis for personal knowledge.

[Name of affiant]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 42-3

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Hearing on Motion to Transfer

Notice is given to [**name of affiant in controverting affidavit**] that hearing on the Motion to Transfer filed by [**name**] will be held on _____ at _____ .M. in [**designation and location of court**].

SIGNED on _____.

JUDGE PRESIDING

Form 42-4

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Transferring Suit Affecting Parent-Child Relationship

If this is an agreed order for transfer under [Tex. Fam. Code § 155.301](#), use the following.

The Court finds that [one party to this suit is a resident of [county] County, Texas, and all other parties, including the child[ren] affected by this proceeding, reside outside Texas/one or more of the parties affected by this proceeding reside outside Texas and more than one party or [the child/one or more of the children] affected by the proceeding reside in Texas in different counties]. The Court finds that the parties have agreed to the transfer of this suit under the provisions of section 155.301 of the Texas Family Code.

If no controverting affidavit has been filed and no hearing held, use the following.

The Court, after considering the pleadings, finds that no controverting affidavit has been filed and that the Motion to Transfer filed by [name of movant] should be granted.

If a controverting affidavit has been filed and a hearing held, use the following.

On [date] the Court heard the Motion to Transfer filed by [name of movant].

The Court, after considering the pleadings and hearing the evidence and argument of counsel, finds that the Motion to Transfer should be granted.

Continue with the following.

Transferring a case to another county may require the court to select whether the case is to be transferred to district court *or* county court. In some counties, the district clerk docket family law cases for *both* district and county courts; in other counties, the filings are entirely separate, and there is no common docketing of cases.

IT IS THEREFORE ORDERED that this suit is transferred to [county] County, Texas. On receipt of the pleadings, documents, and orders from this Court, the [county/district] clerk in [name of transferee county] County, Texas, is ORDERED to file and docket the suit in the appropriate court under the same procedures as those used for filing an original action. The [county/district] clerk shall notify all parties [,/and] the clerk of this Court [include if applicable: , and [this Court's local registry/the state disbursement unit]] that the suit has been docketed.

The clerk of this Court is ordered to transmit, not later than the tenth working day after the date this order is signed, in accordance with the provisions of the Texas Family Code, the following documents:

1. A transfer certificate and index of transferred documents.
2. A copy of each final order.
3. A copy of this order signed by this Court.
4. A copy of the original papers filed in this Court.

Include item 5. if applicable.

5. A copy of the transfer certificate and index of transferred documents from each previous transfer.

Continue with the following.

6. A bill of any costs that have accrued in this Court.

[7. [Specify any additional document[s] requested.]]

The clerk of this Court is ordered to keep a copy of the transferred pleadings.

If an order or writ orders payment of child support, include the following.

IT IS FURTHER ORDERED that [specify in detail the order for payment of child support to the state disbursement unit].

The clerk of this Court is ordered to send a certified copy of this order to [specify all parties and employers affected by the child support order] and to the state disbursement unit.

Continue with the following.

All costs, including certified or other copying expenses and postage, are taxed against [name], for which let execution issue.

SIGNED on _____.

JUDGE PRESIDING

Include as applicable if agreed order.

AGREED TO AND APPROVED:

Petitioner

Respondent

Attorney for Petitioner

Attorney for Respondent

Form 42-5

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Dismiss for Lack of Jurisdiction

This Motion to Dismiss for Lack of Jurisdiction is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. **[Name of movant]** is the **[relationship]** of the child[ren] the subject of this suit.
2. The **[designation]** Court of **[county]** County, Texas, has continuing, exclusive jurisdiction in this case under the provisions of section 155.002 of the Texas Family Code. Notice from the vital statistics unit to that effect has been filed with the papers in this case.

[Name of movant] prays that the Court dismiss this case without prejudice as provided for by section 155.102 of the Texas Family Code.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk**Certificate of Service**

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]
Attorney for [**name of movant**]

Form 42-6

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order of Dismissal

On **[date]** the Court considered the Motion to Dismiss for Lack of Jurisdiction filed by **[name of movant]**.

The Court determined that the **[designation]** Court of **[county]** County, Texas, has continuing, exclusive jurisdiction of this case as provided for by section 155.002 of the Texas Family Code.

IT IS THEREFORE ORDERED that this case is dismissed without prejudice, and all costs are taxed against **[name]**, for which let execution issue.

SIGNED on _____.

JUDGE PRESIDING

Chapter 43

Interstate Proceedings

Form 43-1	Original Petition in Suit Affecting the Parent-Child Relationship Seeking Modification of Out-of-State Order [UCCJEA]	927
Form 43-2	Respondent’s Special Appearance, Plea to the Jurisdiction, Request for Court to Decline Jurisdiction, and Original Answer [UCCJEA]	937
Form 43-3	Letter to Register Foreign Child Custody Determination	942
Form 43-4	Sworn Statement in Support of Registration of Foreign Child Custody Determination.	944
Form 43-5	Notice of Registration of Foreign Child Custody Determination	945
<i>[Forms 43-6 through 43-10 are reserved for expansion.]</i>		
Form 43-11	Letter to Register Support Order under Uniform Interstate Family Support Act, Subchapter G	946
Form 43-12	Registration Information [UIFSA, subch. G]	949
Form 43-13	Notice of Registration of [Foreign] Support Order [UIFSA, subch. G]	951
<i>[Form 43-14 is reserved for expansion.]</i>		
Form 43-15	Affidavit in Support of Nondisclosure of Information in Exceptional Circumstances [UIFSA]	953
<i>[Forms 43-16 through 43-23 are reserved for expansion.]</i>		
Form 43-24	Notice of Lien [UIFSA]	955
Form 43-25	Variations in Standard Pleadings and Orders [UIFSA]	958
Form 43-26	Letter to Register Foreign Support Order under Uniform Interstate Family Support Act, Subchapter H	960
Form 43-27	Registration Information [UIFSA, subch. H]	963
Form 43-28	Notice of Registration of Foreign Support Order [UIFSA, subch. H]	965

Form 43-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Original Petition in Suit Affecting the Parent-Child Relationship
Seeking Modification of Out-of-State Order
[UCCJEA]**

1. *Discovery Level*
TRCP 190.1

1. Discovery Level

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
§ 201.005

2. Objection to Assignment of Case to Associate Judge

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. *Parties*
TCPRC § 30.014

3. Parties

This original petition in suit affecting the parent-child relationship seek-
ing modification of an out-of-state order is brought by [name of petitioner],
Petitioner, who is a party affected by the order sought to be modified. [The last

three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

Respondent is [name of respondent]. The requested modification will be in the best interest of the child[ren].

4. Order to Be Modified

4. Order to Be Modified

The order to be modified is entitled [title of order] and was rendered on [date] in the [designation] Court of [county] County, [state], in Cause No. [number], styled "[style of case]." [Include if applicable: A true copy of the order is attached to this petition as Exhibit [exhibit number/letter].]

5. Jurisdiction

5. Jurisdiction

5.A. Not Based on Temporary Emergency Grounds § 152.203

This Court has jurisdiction to make an initial child custody determination under section 152.201[(a)(1)/(a)(2)] of the Texas Family Code.

Continue with one of the following.

5.A.1. No Significant Connection to Other State §§ 152.203(1), 152.202(a)(1)

The [designation] Court of [county] County, [state], determined that neither the child[ren], nor the child[ren] and one parent, nor the child[ren] and a person acting as a parent, have a significant connection with [state] and that

substantial evidence is no longer available in [state] concerning the child[ren]'s care, protection, training, and personal relationships.

Or

**5.A.2. Texas More Convenient
Forum**
§ 152.203(1)

The [designation] Court of [county] County, [state], determined that a Texas court would be a more convenient forum under that state's version of section 152.207 of the Texas Family Code.

Or

**5.A.3. No Residence in Other
State**
§ 152.203(2)

[The [designation] Court of [county] County, [state], determined/This Court will determine] that the child[ren], the child[ren]'s parents, and any person acting as a parent do not presently reside in [state].

And/Or

Include 5.B. if jurisdiction is based on temporary emergency grounds or as alternative jurisdictional grounds.

**5.B. Temporary Emergency
Grounds or Alternative
Relief**
§ 152.204

5.B.1. Abandonment

This Court has temporary emergency jurisdiction to make a child custody determination in this case under section 152.204 of the Texas Family Code, because the child[ren] [is/are] present in Texas and [has/have] been abandoned.

And/Or

5.B.2. *Threat of Mistreatment or Abuse*

This Court has temporary emergency jurisdiction to make a child custody determination in this case under section 152.204 of the Texas Family Code, because the child[ren] [is/are] present in Texas and it is necessary in an emergency to protect the child[ren] because [the child[ren]/a sibling of the child[ren]/a parent of the child[ren]] [is/are] subjected to or threatened with mistreatment or abuse.

6. *Child[ren]*

6. *Child[ren]*

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

7. *Parties Affected*

7. *Parties Affected*

The parties whose rights, privileges, duties, or powers may be affected by this suit are as follows:

Name:

Relationship:

Select one of the following.

Process should be served [include if applicable: at [address, city, state, zip code]].

Or

No service is necessary at this time.

Or

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat for each additional party.

Continue with the following.

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

Include 8. if applicable.

8. Nonresident Entitled to Citation
§ 102.011

8. Nonresident Entitled to Citation

[Name of nonresident], named above, is a nonresident of Texas.

Select one or more of 8.A.–8.H.

8.A. Child[ren] Reside[s] in Texas
§ 102.011(b)(3)

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

8.B. Former Resident

§ 102.011(b)(4)

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

8.C. Payment of Prenatal Expenses or Support

§ 102.011(b)(5)

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

8.D. In-State Intercourse

§ 102.011(b)(6)

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

8.E. Personal Service of Citation

§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

8.F. Submission to Jurisdiction

§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

8.G. Paternity Registry/AOP

§ 102.011(b)(7)

The nonresident person [registered with the paternity registry maintained by the vital statistics unit/signed an acknowledgment of paternity of a

child born in Texas who is the subject of this suit] as provided by chapter 160 of the Texas Family Code.

**8.H. Other Long-Arm
Jurisdiction Facts**
§ 102.011(b)(8)

State other facts required for long-arm jurisdiction.

Repeat for each additional nonresident.

9. Child[ren]'s Property
§ 102.008(b)(9)

9. Child[ren]'s Property

There has been no change of consequence in the status of the child[ren]'s property since the out-of-state order sought to be modified was rendered.

Or

The following changes in the status of the child[ren]'s property have occurred since the out-of-state order sought to be modified was rendered:

[describe changes].

10. Protective Order Statement
§ 102.008(b)(11)

10. Protective Order Statement

Select **10.A.** if no order is in effect and no application is pending. Include **10.B.** if one or more orders are in effect. Include **10.C.** if one or more applications are pending.

**10.A. No Order or Pending
Application**

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code

of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

10.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

10.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

11. Modification Requested

11. Modification Requested

State modification requested. See pleadings regarding conservatorship and visitation rights in form 41-1 .

12. Attorney's Fees*12. Attorney's Fees*

It was necessary for Petitioner to secure the services of [name], a licensed attorney, to preserve and protect the child[ren]'s rights. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Respondent and be ordered paid directly to Petitioner's attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

13. Prayer*13. Prayer*

Petitioner prays that citation and notice issue as required by law.

Petitioner prays that the Court enter a modifying order in accordance with the allegations of this petition.

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above.

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit for citation by publication, see the relevant portion of form [41-2](#); for affidavit for citation by other substituted service, see form [8-23](#).

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Order

For the order, see form [41-10](#). Alter paragraph [4](#). appropriately to reflect the court's finding of jurisdiction under the UCCJEA.

Form 43-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Respondent's Special Appearance, Plea to the Jurisdiction, Request
for Court to Decline Jurisdiction, and Original Answer**
[UCCJEA]

Respondent, [name of respondent], files this Special Appearance, Plea to the Jurisdiction, Request for Court to Decline Jurisdiction, and Original Answer. [The last three numbers of Respondent's driver's license number are [numbers]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [numbers]./Respondent has not been issued a Social Security number.]

1. Respondent's Special Appearance

Respondent files this special appearance under rule 120a of the Texas Rules of Civil Procedure. Respondent's legal domicile is outside Texas and is in [location]. Respondent's person and property are not amenable to process issued by the courts of Texas. None of the grounds for personal jurisdiction provided in the Texas Family Code are applicable. Assumption of jurisdiction over Respondent by this Court would offend traditional notions of fair play and substantial justice. Respondent has had insufficient contacts with Texas to warrant an assumption of jurisdiction. Respondent prays that this Court hear and determine this challenge to personal jurisdiction before hearing any other plea or pleading and enter an appropriate order. In conjunction with this special appearance, Respondent is providing an affidavit that sets out in greater detail the factual circumstances that support this special appearance.

Respondent requests that the Court grant Respondent's special appearance.

2. *Plea to the Jurisdiction*

If Respondent's special appearance is denied, Respondent requests this Court to dismiss this action because Texas lacks subject-matter jurisdiction in this action under section 152.203 of the Texas Family Code.

3. *Request for Court to Decline Jurisdiction*

In the alternative, if Respondent's special appearance is denied and if the Court finds that it has subject-matter jurisdiction to make a child custody determination in this proceeding, Respondent requests this Court to decline jurisdiction and dismiss this case [**include if applicable:** or, alternatively, stay these proceedings on the condition that a custody proceeding be promptly commenced in [**state**]] because:

Include one or both of the following.

Texas is an inconvenient forum to make a custody determination under the circumstances in this case, and [**state**] is a more appropriate forum for this custody determination.

And/Or

Petitioner has engaged in unjustifiable conduct.

Continue with the following.

Further, if the Court finds that Texas is an inconvenient forum or that Petitioner has engaged in unjustifiable conduct causing this Court to decline jurisdiction, Respondent asks that the Court require Petitioner to pay necessary and reasonable expenses incurred by Respondent, including costs, communication expenses, attorney's fees, investigative fees, expenses for witnesses, travel expenses, and child care during the course of these proceedings. Respondent requests that the Court order that payment be made to the clerk of the Court for remittance to Respondent.

4. *Original Answer*

Subject to the foregoing, and without waiving same, Respondent enters a general denial.

Include 5. if applicable.

5. *Objection to Assignment of Case to Associate Judge*

Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

6. *Required Information*

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit **[exhibit number/letter]**.

7. *Attorney's Fees*

It was necessary for Respondent to secure the services of **[name]**, a licensed attorney, to preserve and protect the child[ren]'s rights. Petitioner should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Petitioner and be ordered paid directly to Respondent's attorney, who may enforce the judgment in the attorney's own name. Respondent requests postjudgment interest as allowed by law.

8. *Prayer*

Respondent prays that the Court grant the relief requested in the Special Appearance and Plea to the Jurisdiction. If the Court finds that it has subject-matter jurisdiction to make a custody determination, Respondent asks the Court to grant Respondent the relief requested in the Request for Court to Decline Jurisdiction.

Respondent prays for attorney's fees, expenses, costs, and interest as requested above.

Respondent prays for general relief.

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a verification. See form 8-27 .

Verification

The undersigned states under oath: "I am Respondent in the foregoing Respondent's Special Appearance and Plea to the Jurisdiction. I have personal knowledge of the allegations and facts stated therein, and they are true and correct."

[Name of respondent]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for Respondent

Attach affidavit providing information required under the UCCJEA (see form [56-1](#)) and affidavit in support of special appearance.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 43-3

Letter to Register Foreign Child Custody Determination

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Date]

District Clerk
[County] County, Texas
[Address]

Re: [style of case and designation of court]

[Salutation]

This is a formal request to register an order under the Uniform Child Custody Jurisdiction and Enforcement Act, section 152.305 of the Texas Family Code.

I enclose two copies, including one certified copy, of the determination sought to be registered and a statement under penalty of perjury that to the best of the knowledge and belief of [name of person seeking registration] the order has not been modified.

The name and address of the person seeking registration and any parent or person acting as a parent who has been awarded custody or visitation in the child custody determination sought to be registered is as follows:

Name:

Address:

Relationship to child[ren]: [e.g., mother, father, custodial parent]

Repeat as necessary and continue with the following.

[Name]
Attorney of Record
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Form 43-4

See the practice notes at section 8.58 concerning affidavits generally. An unsworn declaration may be used in place of an affidavit. See section 8.58 and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Sworn Statement in Support of Registration of Foreign
Child Custody Determination****Affidavit**

[Name of party seeking registration] appeared in person before me today and stated under oath:

“My name is **[name of party seeking registration]**. I am above the age of eighteen years, and I am fully competent to make this affidavit.

“To the best of my knowledge and belief, the child custody determination issued from the **[designation of court]**, **[state]**, in Cause No. **[number]** and signed on **[date]**, the determination that is sought to be registered, has not been modified.”

[Name of party seeking registration]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 43-5

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Registration of Foreign Child Custody Determination

To: [name of nonregistering party]

1. A copy of a child custody determination that has been registered under Texas Family Code chapter 152, subchapter D, is attached to this notice, along with any accompanying documents and related information.
2. A registered child custody determination is enforceable as of the date of the registration in the same manner as a child custody determination issued by a Texas court.
3. A hearing to contest the validity of the registered child custody determination must be requested within twenty days after service of this notice.
4. Failure to contest the registration will result in confirmation of the child custody determination and preclude further contest of that determination with respect to any matter that could have been asserted.

District Clerk of [county] County, Texas

By: _____
Deputy

Forms 43-6 through 43-10 are reserved.

Form 43-11

This letter is used to register a support order or income-withholding order of another state or a non-Convention foreign support order. For a letter to register a Convention support order, see form [43-26](#).

The federally mandated forms (OMB 0970-0085) referenced under [Tex. Fam. Code § 159.316\(b\)](#) are available at www.acf.hhs.gov/css/resource/uifsa-intergovernmental-child-support-enforcement-forms.

Letter to Register Support Order under Uniform Interstate Family Support Act, Subchapter G

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Date]

District Clerk
[County] County, Texas
[Address]

Re: [style of case and designation of court]

[Salutation]

This is a formal request to register [an order/orders] under the Uniform Interstate Family Support Act, Texas Family Code section 159.602. Please register and enforce the enclosed [support/income withholding] order[s].

Include the following paragraph if only one order is in effect.

I am enclosing two copies, one of which is a certified copy, of the order to be registered, including any orders of modification.

Include the following paragraph if more than one order is in effect.

I am enclosing two copies, one of which is a certified copy, of each order in effect. The order alleged to be the controlling order is dated [date] and is entitled [title]. The amount of consolidated arrears under all orders is \$[amount].

Select as applicable.

A sworn statement seeking registration is also enclosed.

And/Or

A certified statement by the custodian of records showing the amount of arrearage is also enclosed.

Include the following paragraph if more than one order is in effect.

The enclosed registration alleges a controlling order. On challenge to this determination, I request a determination of which order is the controlling order.

Continue with the following.

The following information is provided with regard to the obligor:

Name:

Address:

Social Security number:

Name of employer:

Address of employer:

Additional information:

Description and location of property not exempt from execution:

Include the obligee's address unless
subject to [Tex. Fam. Code § 159.312](#).

The obligee is [**name of obligee**] [**include if applicable:** , whose address is [**address**]].

Include the following if applicable.

Support payments should be remitted to the following person: [**specify**].

Continue with the following.

Thank you for your assistance in this matter.

Yours very truly,

[**Name**]

Attorney of Record

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Enc.

Form 43-12

This form is used in registering a support order or income-withholding order of another state or a non-Convention foreign support order. For a form for use with registration of a Convention support order, see form [43-27](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Registration Information

[UIFSA, subch. G]

Personally identifying information below should be included unless subject to [Tex. Fam. Code § 159.312](#). See form [43-15](#).

Obligor:

Name:

Address:

Social Security number:

Employer:

Obligee:

Name:

Address:

Include the following for each order.

The order to be registered is dated **[date]** and is entitled **[title]**.

The order is registered in the following states: [**specify**]

Include the following if more than one order is being registered.

The order alleged to be controlling is dated [**date**] and is entitled [**title**].

Continue with the following.

Description and location of any property not exempt from execution: [**property description**]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

- ☐ I am the party seeking registration.
- ☐ I am the custodian of the records for [this order/these orders].

I have personal knowledge that the following is true and correct: The [arrearage due and owing under the order/consolidated arrears under all orders] sought to be registered is \$[**amount**] as of [**date**].

[Name]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 43-13

This form is used to give notice of registration of a support order or income-withholding order of another state or a non-Convention foreign support order. For notice concerning registration of a Convention support order, see form [43-28](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Registration of [Foreign] Support Order
[UIFSA, subch. G]

To: **[name of nonregistering party]**

1. A copy of [a/the] [foreign] support order[s] that [has/have] been registered under Texas Family Code chapter 159, subchapter G, [is/are] attached, along with any other relevant information accompanying the order[s].

Include the following paragraph if more than one order is being registered.

The order alleged to be controlling is the order dated **[date]** and entitled **[title]**.

Continue with the following.

2. A registered order is enforceable as of the date of registration in the same manner as an order issued by a Texas court.

3. The amount of the alleged [arrearage/consolidated arrears] is \$**[amount]** as of **[date]**.

4. A hearing to contest the validity or enforcement of a registered order or the allegation of which order is the controlling order must be requested within thirty days after this notice.

5. If you wish to contest the validity of the registered order, the allegation of which order is the controlling order, or the amount of the alleged [arrearage/consolidated arrears], file a written response with the district clerk and mail a copy to [name of registering party] within thirty days after this notice.

6. Failure to contest the validity or enforcement of a registered order or the allegation of which order is the controlling order in a timely manner will result in confirmation of the order and enforcement of the order and the alleged arrearages.

7. Direct all child support payments to [specify] for distribution according to law.

District Clerk of [county] County, Texas

By: _____
Deputy

Form 43-14 is reserved.

Form 43-15

See the practice notes at section 8.58 concerning affidavits generally. An unsworn declaration may be used in place of an affidavit. See section 8.58 and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Affidavit in Support of Nondisclosure of Information in Exceptional
Circumstances**
[UIFSA]

“My name is [name]. I am the [specify relationship] of the child[ren] the subject of this suit. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“By signing this affidavit, I am requesting the Court not to disclose any identifying information about me or my child[ren] in a pleading, order, or other document filed in this proceeding.

Include either or both of the following if applicable.

“A protective order has been entered against [name of respondent]. A copy of the protective order is attached.[”]

And/Or

“The release of my address may result in physical or emotional harm for the following reasons: [specify facts].”

Continue with the following.

[Name of affiant]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Forms 43-16 through 43-23 are reserved.

Form 43-24

Note that the model form contains sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed records if the form will be filed in Texas.

NOTICE OF LIEN

TO:
(Name/Address of recorder or asset holder)

Obligor:
(Name/Address/DOB/SSN)

FROM:
(IV-D Agency or name of obligee
and/or his or her private attorney or entity acting on behalf of the obligee,
address, phone, e-mail address, fax number)

Obligee:
(Name)

IV-D Case #:
(or non-IV-D docket #)

This lien results, by operation of law, from a child support order, entered on _____
by _____ in _____ tribunal number _____.

As of _____, the obligor owes unpaid support in the amount of \$ _____. This judgment
may be subject to interest.

Prospective amounts of child support, not paid when due, are judgments that are added to the lien
amount. This lien attaches to all non-exempt real and/or personal property of the above-named
obligor which is located or existing within the State/county of filing, including any property
specifically described below.

Specific description of property:

All aspects of this lien, including its priority and enforcement, are governed by the law of the State where the property is located. An obligor must follow the laws and procedures of the State where the property is located or recorded. An obligor may also contact the entity sending the lien. This lien remains in effect until released or withdrawn by the issuing agency, the obligee, the entity acting on behalf of the obligee, or in accordance with the laws of the State where the property is located.

Note to Lien Recorder: Please provide the sender with a copy of the filed lien, containing the recording information, at the address provided above.

Check either "A" or "B" below. The option that does not apply may be omitted from the form. If "B" is checked, the form must be notarized.

A. ☐ Submitted by a IV-D agency/office on behalf of the named obligee

As an authorized agent of a State or Tribal, or subdivision of a State or Tribal, agency responsible for implementing the child support enforcement program set forth in Title IV, Part D, of the Federal Social Security Act (42 U.S.C. 651 et seq.), I have authority to file this child support lien in any State, or U.S. Territory. For additional information regarding this lien, including the pay-off amount, please contact the authorized agency and reference its case number, both listed above.

Date

Authorized Agent

Print name, e-mail address, phone and fax number

B. ☐ Submitted by an obligee or a private (non-IV-D) attorney or entity on behalf of an obligee

I am ☐ the obligee of the above referenced order [or]
☐ an attorney or entity representing the above named obligee

I certify under penalty of perjury that the information contained in this notice is true and accurate and that this lien is submitted in accordance with the laws of the State of _____. For additional information regarding this lien, including the pay-off amount, please contact the obligee listed above.

Date

Signature

Print name, e-mail address, phone and fax number

Notary State: _____

County: _____

I certify that _____ appeared before me and is known to me as the individual who signed the above.

Date: _____

Notary Public

My appointment expires _____

Notice: Respondents are not required to respond to this information collection unless it displays a valid OMB control number. The average burden for responding to this information collection is estimated at 30 minutes. If you believe this estimate is inaccurate, or if you have ideas to reduce this burden, please provide comment to the issuing agency.

OMB Control #: 0970-0153 Expiration Date: 06/30/2018 (Please note, this expiration date is for the OMB form and not the lien itself.)

Form 43-25

The variations shown below may be appropriate in a case in which jurisdiction is sought under the Uniform Interstate Family Support Act. They should be included in the appropriate pleading and order, which may be found in chapters 9, 33, 40, 41, and 54 of this manual. They may be adapted for use in enforcing an order for spousal maintenance; see chapter 32.

Variations in Standard Pleadings and Orders
[UIFSA]

Use the following for pleadings involving a Texas order or for enforcement of another state's order.

This Court has jurisdiction over Obligor under Texas Family Code chapter 159.

Use the following for pleadings in which a Texas court is asked to assume jurisdiction to modify another state's order.

This Court should assume jurisdiction over Obligor under Texas Family Code chapter 159.

Use the following for pleadings requesting determination of the controlling order.

This Court has jurisdiction to determine the tribunal with continuing, exclusive jurisdiction and the controlling child-support order under Texas Family Code chapter 159, and Petitioner requests the Court to make that determination.

Use the following for orders in which the Texas court is enforcing the only order in existence, modifying the controlling Texas order when a party still resides in Texas but the other party is outside Texas, or determining the controlling order among multiple orders.

The Court finds that a tribunal of [state] has continuing, exclusive jurisdiction over the child-support issue and that the controlling order for child support is the order issued by that tribunal in Cause No. [number] on [date]. The Court further finds, in accordance with Texas Family Code chapter 159, that it has jurisdiction over Obligor and the subject matter of this

suit. In making this determination, the court considered the following child-support orders:
[specify].

Use the following for orders in which the Texas court is assuming jurisdiction from another state.

The Court finds, in accordance with Texas Family Code chapter 159, that it can assume jurisdiction over Obligor and the subject matter of this suit, and the Court accordingly assumes that jurisdiction.

Form 43-26

This letter is used to register a Convention support order. For a letter to register a support order or income-withholding order of another state or a non-Convention foreign support order, see form [43-11](#).

**Letter to Register Foreign Support Order under Uniform Interstate
Family Support Act, Subchapter H**

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Date]

District Clerk
[County] County, Texas
[Address]

Re: [style of case and designation of court]

[Salutation]

This is a formal request to register a foreign support order under the Uniform Interstate Family Support Act, Texas Family Code section 159.706. Please register and enforce the enclosed support order.

I am enclosing the following:

1. [The complete text of the support order/An abstract or extract of the support order drawn up by [name of issuing foreign tribunal]].
2. A record stating that the support order is enforceable in [name of issuing country].

Include item 3. if the respondent did not appear and was not represented in the proceedings in the issuing country.

3. A record attesting that the respondent had [proper notice of the proceedings and an opportunity to be heard/proper notice of the support order and an opportunity to be heard in a challenge or appeal on fact or law before a tribunal].

4. A record showing the amount of arrears, if any, and the date the amount was calculated.

5. A record showing a requirement for automatic adjustment of the amount of support, if any, and the information necessary to make the appropriate calculations.

6. A record showing the extent to which [**name of applicant**] received free legal assistance in [**name of issuing country**].

Include the following if applicable.

An English translation accompanies each of the foregoing records that is not originally in English.

Continue with the following.

The following information is provided with regard to the obligor:

Name:

Address:

Social Security number:

Name of employer:

Address of employer:

Additional information:

Description and location of property not exempt from execution:

Include the obligee's address unless
subject to [Tex. Fam. Code § 159.312](#).

The obligee is [**name of obligee**] [**include if applicable:** , whose address is [**address**]].

Include the following if applicable.

Support payments should be remitted to the following person: [**specify**].

Continue with the following.

Thank you for your assistance in this matter.

Yours very truly,

[**Name**]

Attorney of Record

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Enc.

Form 43-27

This form is used in registering a Convention support order. For a form for use with a support order or income-withholding order of another state or a non-Convention foreign support order, see form [43-12](#).

Additional information may be required to be included within this registration information form if the Convention order to be registered does not contain all the information required under [Tex. Fam. Code § 159.706](#). The support order and other relevant information must be attached to the notice of registration that is served on the nonregistering party; see form [43-28](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Registration Information
[UIFSA, subch. H]

Personally identifying information below should be included unless subject to [Tex. Fam. Code § 159.312](#). See form [43-15](#).

Obligor:

Name:

Address:

Social Security number:

Employer:

Obligee:

Name:

Address:

The order to be registered is dated [**date**] and is entitled [**title**].

The order is registered in the following states: [**specify**]

Description and location of any property not exempt from execution: [**property description**]

An unsworn declaration may be used in place of a verification. See form 8-27 .

Verification

- ☐ I am the party seeking registration.
- ☐ I am the custodian of the records for [this order/these orders].

I have personal knowledge that the following is true and correct: The [arrearage due and owing under the order/consolidated arrears under all orders] sought to be registered is \$[**amount**] as of [**date**].

[Name]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 43-28

This form is used to give notice of registration of a Convention support order. For notice concerning registration of a support order or income withholding order of another state or a non-Convention foreign support order, see form [43-13](#).

The contest must be filed not later than thirty days after notice unless the contestant does not reside in the United States; in that event, the contest must be filed not later than sixty days after notice. [Tex. Fam. Code § 159.707\(b\)](#).

Additional information may be required to accompany the registration information form (form [43-27](#)), as referenced in paragraph 1 in this form, if the Convention order to be registered does not contain all the information required under [Tex. Fam. Code § 159.706](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Registration of Foreign Support Order
[UIFSA, subch. H]

To: **[name of nonregistering party]**

1. A copy of the support order that has been registered under Texas Family Code chapter 159, subchapter H, is attached, along with any other relevant information accompanying the order.
2. A registered order is enforceable as of the date of registration in the same manner as an order issued by a Texas court.
3. The amount of the alleged arrearage is \$**[amount]** as of **[date]**.
4. A hearing to contest the validity or enforcement of a registered order must be requested within **[thirty/sixty]** days after this notice.

5. If you wish to contest the validity of the registered order or the amount of the alleged arrearage, file a written response with the district clerk and mail a copy to **[name of registering party]** within [thirty/sixty] days after this notice.
6. Failure to contest the validity or enforcement of a registered order in a timely manner will result in confirmation of the order and enforcement of the order and the alleged arrearages.
7. Direct all child support payments to **[specify]** for distribution according to law.

District Clerk of **[county]** County, Texas

By: _____
Deputy

Chapter 44

Grandparents and Other Nonparents

Form 44-1	Petition in Intervention in Suit Affecting the Parent-Child Relationship	969
Form 44-2	Original Petition for Grandparent Possession or Access	995
Form 44-3	Affidavit in Support of Possession or Access by Grandparent	1013
Form 44-4	Order Granting Grandparent Possession or Access	1014
Form 44-5	Original Petition for Sibling Access.	1034
Form 44-6	Order Granting Sibling Access.	1046
Form 44-7	Petition to Modify for Sibling Access	1064
Form 44-8	Order in Suit to Modify for Sibling Access	1076

Form 44-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Petition in Intervention in Suit Affecting the
Parent-Child Relationship**

This Petition in Intervention is brought by [name[s]]. In support, Intervenor[s] show[s]:

Include 1. if applicable.

**1. Objection to Assignment of
Case to Associate Judge**
§ 201.005

1. Objection to Assignment of Case to Associate Judge

Intervenor[s] object[s] to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

2. Parties
§ 102.008(b)(3);
TCPRC § 30.014

2. Parties

Intervenor[s] [is/are] the [[maternal/paternal] grandparent[s]/[**relationship of other party[ies] to child[ren]]] of the child[ren] the subject of this suit. Intervenor[s] [has/have] standing to intervene in this proceeding as more fully detailed below.**

[The last three numbers of [Intervenor/[name]]'s driver's license number are [numbers]./[Intervenor/[Name]] has not been issued a driver's license.]

[The last three numbers of [Intervenor/[name]]'s Social Security number are [numbers]./[Intervenor/[Name]] has not been issued a Social Security number.]

[If applicable, repeat statements for other intervenor(s).]

3. Jurisdiction
§ 102.008(b)(1)

3. Jurisdiction

3.A. No Prior Proceedings

No court has continuing jurisdiction of the child[ren] the subject of this suit.

Or

**3.B. Subsequent Action—
Continuing Jurisdiction**

This Court has acquired and retains continuing, exclusive jurisdiction of this suit and of the child[ren] the subject of this suit as a result of prior proceedings.

Include 3.C. if any party resides outside Texas.

3.C. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

4. Child[ren]
§ 102.008(b)(2)

4. Child[ren]

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

Repeat above information for each additional child.

If the parents are of the same sex,
amend 5. and 6. as appropriate.

5. Mother
§ 102.008(b)(4)

5. *Mother*

The mother of the child[ren] the subject of this suit [is/was] **[name]**.

• *Service*
§ 102.009(a)(7)

Select one of the following unless the mother is the petitioner
or respondent or is deceased.

1. *Personal*

Process should be served [**include if applicable:** at **[address, city, state, zip code]**].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the
reasons stated in the affidavit attached as Exhibit **[exhibit number/letter]**.

6. Father
§ 102.008(b)(4), (8)

6. Father

The [father/alleged or probable father] of the child[ren] the subject of this suit [is/was] **[name]**.

• *Service*
§ 102.009(a)(8)

Select one of the following unless the father is the petitioner or respondent or is deceased.

1. Personal

Process should be served [**include if applicable:** at **[address, city, state, zip code]**].

2. Waiver

No service is necessary at this time.

3. Substituted
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit **[exhibit number/letter]**.

7. Court-Ordered Relationships

7. Court-Ordered Relationships

Select **7.A.** or **7.B.**

7.A. None Existing

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

7.B. Court-Ordered Relationships

§ 102.008(b)(5)–(7)

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

If 7.B. is used, select one of the following.

- *Service*
§ 102.009

1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Repeat above information for each additional person having a court-ordered relationship with the child(ren).

8. Nonresident Entitled to Citation
§ 102.011

8. *Nonresident Entitled to Citation*

[**Name of nonresident**], named above, is a nonresident of Texas.

Select one or more of 8.A.–8.H.

8.A. Child[ren] Reside[s] in Texas
§ 102.011(b)(3)

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

8.B. Former Resident
§ 102.011(b)(4)

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

8.C. Payment of Prenatal Expenses or Support
§ 102.011(b)(5)

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

8.D. In-State Intercourse
§ 102.011(b)(6)

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

8.E. Personal Service of Citation
§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

8.F. Submission to Jurisdiction
§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

8.G. Paternity Registry/AOP
§ 102.011(b)(7)

The nonresident person [registered with the paternity registry maintained by the vital statistics unit/signed an acknowledgment of paternity of a child born in Texas who is the subject of this suit] as provided by chapter 160 of the Texas Family Code.

8.H. Other Long-Arm Jurisdiction Facts
§ 102.011(b)(8)

State other facts for long-arm jurisdiction.

Repeat for each additional nonresident.

9. Property
§ 102.008(b)(9)

9. Property

Select [9.A.](#), [9.B.](#), [9.C.](#), or [9.D.](#)

9.A. No Change

There has been no change of consequence in the status of the property of the child[ren] the subject of this suit since the prior order was rendered.

9.B. Change Since Prior Order

The following change[s] in the status of the property of the child[ren] the subject of this suit [has/have] occurred since the prior order was rendered:
[describe changes].

9.C. No Prior Suit

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: [describe and state value of property for each child].

**9.D. No Property of
Consequence**

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

10. Protective Order Statement
§ 102.008(b)(11)*10. Protective Order Statement*

Select **10.A.** if no order is in effect and no application is pending. Include **10.B.** if one or more orders are in effect. Include **10.C.** if one or more applications are pending.

**10.A. No Order or Pending
Application**

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

10.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

10.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

**11. Conservatorship,
Possession, or Access**

11. *[Conservatorship/Access]*

Select [11.A.1.](#), [11.A.2.](#), [11.B.](#), or [11.C.](#)

11.A. Managing Conservatorship

See [Tex. Fam. Code § 162.002\(b\)](#) and include any appropriate statements if authority to consent to adopt is requested. (See form [53-25](#).)

11.A.1. Significant Impairment
§§ 102.004(a)(1), 153.005,
153.131

It is in the best interest of the child[ren] that Intervenor[s] be appointed [sole/joint] managing conservator[s] of the child[ren]. Further, appointment of [a/the] parent[s] as [sole/joint] managing conservator[s] would not be in the best interest of the child[ren] because the appointment would significantly impair the child[ren]'s physical health or emotional development.

Or

11.A.2. Voluntary Relinquishment
§§ 153.005, 153.373

It is in the best interest of the child[ren] that Intervenor[s] be appointed [sole/joint] managing conservator[s] of the child[ren]. Further, [[name[s]], [a/the only] parent/the parents] of the child[ren] [has/have] voluntarily relinquished possession and control of the child[ren] to Intervenor[s] for a period of one year or more, a portion of which was within ninety days preceding the date of intervention.

Or

11.A.3. Both Parents Deceased
§§ 102.003(13), 153.431

If an original petition rather than an intervention is required, adapt form 40-1 as appropriate.

Both of the child[ren]'s parents are deceased. It is in the best interest of the child[ren] that Intervenor[s] be appointed [sole/joint] managing conservator[s] of the child[ren].

Or

11.B. Possession or Access by Grandparent[s]
§§ 153.432(a)(1),
(2), 153.432(c), 153.433,
153.434

It is in the best interest of the child[ren] that Intervenor[s] be granted possession of or access to the child[ren] by order of this Court.

At the time this relief is requested, at least one biological or adoptive parent of the child[ren] has not had that parent's parental rights terminated.

Denial of possession or access by Intervenor[s] to the child[ren] would significantly impair the physical health or emotional well-being of the

child[ren]. See the affidavit[s] of [name[s] of intervenor[s]] attached as Exhibit[s] [exhibit number[s]/letter[s]].

Intervenor[s] [is a parent/are the parents] of [name of parent], a parent of the child[ren].

Include one or more of the following as applicable.

11.B.1. Parent Incarcerated
§ 153.433(a)(3)(A)

[Name of parent] has been incarcerated in jail or prison during the three-month period preceding the filing of the petition.

And/Or

11.B.2. Parent Incompetent
§ 153.433(a)(3)(B)

[Name of parent] has been found by a court to be incompetent.

And/Or

11.B.3. Parent Dead
§ 153.433(a)(3)(C)

[Name of parent] is dead.

And/Or

11.B.4. Parent Does Not Have Possession or Access
§ 153.433(a)(3)(D)

[Name of parent] does not have actual or court-ordered possession of or access to the child[ren].

Continue with the following.

Intervenor[s] request[s] the Court to enter an order granting Intervenor[s] possession of or access to the child[ren] at the times and under the conditions that are determined to be in the best interest of the child[ren].

Or

11.C. Possessory**Conservatorship**

§§ 102.004(b), 153.006(c),
153.015

It is in the best interest of the child[ren] that Intervenor[s] be named possessory conservator[s] of the child[ren]. Appointment of a parent of the child[ren] as a sole managing conservator or appointment of both parents of the child[ren] as joint managing conservators would significantly impair the physical health or emotional development of the child[ren].

Intervenor[s] request[s] the Court to name Intervenor[s] possessory conservator[s] of the child[ren] with the right to possession at the times and under the conditions that are determined to be in the best interest of the child[ren].
[Include if applicable: Intervenor[s] request[s] the Court to order reasonable periods of electronic communication between the child[ren] and Intervenor[s] to supplement [Intervenor's/Intervenors'] periods of possession of the child[ren].]

Include 11.D. if applicable.

11.D. History or Pattern of Family**Violence or Child Abuse or****Child Neglect, or Final****Protective Order Against****Another Party**

§ 153.005(c)

Select 11.D.1., 11.D.2., and/or 11.D.3. as applicable

11.D.1. *Family Violence*
§ 153.005(c)(1)

Preceding the filing of this suit, [name] has engaged in a history or pattern of family violence, as defined by section 71.004 of the Texas Family Code.

And/Or

11.D.2. *Child Abuse or Neglect*
§ 153.005(c)(2)

Preceding the filing of this suit, [name] has engaged in a history or pattern of [child abuse/child neglect/child abuse and child neglect].

And/Or

11.D.3. *Final Protective Order*
§ 153.005(c)(3)

Preceding the filing of this suit, a final protective order was rendered against [name].

Continue with 11.D.4.

11.D.4. *Request*

Petitioner requests that the Court consider this conduct in appointing Intervenor[s] as sole managing conservator[s] or the parties as joint managing conservators.

Include the following if applicable.

**12. Parenting Coordinator/
Facilitator**

§§ 153.603(d), 153.605(a), (b),
153.6051(a), (b)

12. Parenting [Coordinator/Facilitator/Coordinator or Facilitator]

Intervenor[s] request[s] the Court to appoint a parenting [coordinator/facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is good cause for appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in that [**specify good cause**], and the appointment would be in the best interest of the child[ren].]

**13. Request for Temporary
Orders***13. Request for Temporary Orders*

Intervenor[s] request[s] the Court, after notice and hearing, to make temporary orders for the safety and welfare of the child[ren], including but not limited to the following:

Select one or more of the following.

**13.A. Temporary Joint Managing
Conservators**
§ 105.001(a)(1)

Appointing Intervenor[s] and [**name**] temporary joint managing conservators [**include if applicable:** and designating Intervenor[s] as the conservator[s] who [has/have] the exclusive right to designate the primary residence of the child[ren]].

Or

**13.B. Temporary Sole Managing
Conservator**
§ 105.001(a)(1)

Appointing Intervenor[s] temporary sole managing conservator[s].

And/Or

13.C. Temporary Support
§§ 105.001(a)(2), 101.0095,
101.020

Ordering [name[s]] to provide support for the child[ren], including the payment of child support and medical and dental support in the manner specified by the Court, while this case is pending.

And/Or

**13.D. Temporary Possessory
Conservator**
§ 105.001(a)(1)

Appointing Intervenor[s] temporary possessory conservator[s].

Include 13.E.–13.R. as applicable.

13.E. Electronic Communication
§ 153.015(b)

Ordering reasonable periods of electronic communication between the child[ren] and Intervenor[s] to supplement [Intervenor's/Intervenors'] periods of possession of the child[ren].

13.F. Residence Restriction
§§ 105.001(a)(1), (4),
153.134(b)(1)(A)

Restricting the primary residence of the child[ren] to [geographic area].

13.G. Travel Restriction
§ 105.001(a)(4)

Enjoining [name[s]] from removing the child[ren] beyond [geographic area], acting directly or in concert with others.

13.H. Denial or Restriction of Possession or Access

§ 153.004(d), (d–1), (e)

Denying [name[s]] access to the child[ren] or, alternatively, rendering a possession order [in accordance with section 153.004(d–1)(2) of the Texas Family Code/providing that periods of visitation by [name[s]] be continuously supervised]. [If Tex. Fam. Code §§ 153.501–.503 (international parental abduction risk) apply, see form 55-1 for further restrictions.]

13.I. Child Custody Evaluation

§ 107.103

Ordering the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties [include if applicable: , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

13.J. Psychological or Psychiatric Evaluation

TRCP 204.4(a)

Ordering the [psychological/psychiatric] evaluation of [name[s]] and the child[ren].

13.K. Parent Education and Family Stabilization Course

§ 105.009

Ordering the parties to attend a parent education and family stabilization course.

13.L. Parenting Coordinator/Facilitator§§ 153.605(a), (b),
153.6051(a), (b)

Appointing a parenting [coordinator/facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is good cause for appointment of

a parenting [coordinator/facilitator/coordinator or facilitator] in that [**specify good cause**], and the appointment would be in the best interest of the child[ren].]

13.M. Tax Returns
§ 154.063

Ordering [**name[s]**] to produce copies of income tax returns for tax years [**years**], a financial statement, and current pay stubs by a date certain.

13.N. ADR Participation
§ 153.0071; TCPRC
§ 154.021

Ordering the parties to participate in an alternative dispute resolution process before trial of this matter.

13.O. Execution of Releases

Ordering [**name[s]**] to execute all necessary releases required by Intervenor[s] to obtain any discovery allowed by the Texas Rules of Civil Procedure.

And/Or

Ordering [**name[s]**] to execute all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508 to permit Intervenor[s] to obtain health-care information regarding the child[ren].

And/Or

Ordering [**name[s]**] to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Intervenor[s] pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

And/Or

Ordering [name[s]] to designate Intervenor[s] as [a] person[s] to whom protected health information regarding the child[ren] may be disclosed whenever [name[s]] execute[s] an authorization for disclosure of protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

13.P. Interim Attorney's Fees

§ 105.001(a)(5)

Ordering [name[s]] to pay reasonable interim attorney's fees and expenses.

13.Q. Pretrial Conference

TRCP 166

Ordering a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

13.R. Ad Litem or Amicus

§§ 107.001, 107.021

13.R.1. Guardian Ad Litem

Intervenor[s] request[s] the Court to appoint a guardian ad litem to represent the best interests of the child[ren] the subject of this suit.

Or

13.R.2. Attorney Ad Litem

Intervenor[s] request[s] the Court to appoint an attorney ad litem to provide legal services for the child[ren].

Or

13.R.3. Amicus Attorney

Intervenor[s] request[s] the Court to appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

If no temporary restraining order is sought, skip to [15](#).

**14. Combined TRO and
Temporary Injunction****14. Request for Temporary Restraining Order**

Intervenor[s] request[s] the Court to dispense with the necessity of a bond, and Intervenor[s] request[s] that **[name[s]]** be temporarily restrained immediately, without hearing, and after notice and hearing be temporarily enjoined, pending the further order of this Court, from:

**14.A. Ex Parte Temporary Orders
without Affidavit
§ 105.001(a)(3), (b)****1. Disturbing Child[ren] or
Another Party
§ 105.001(a)(3)**

Disturbing the peace of the child[ren] or of another party.

And/Or

**2. Withdrawing Child[ren] from
School or Day Care**

Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

**3. Hiding Child[ren] from
Intervenor[s]**

Hiding or secreting the child[ren] from Intervenor[s].

And/Or

4. *Disparaging Remarks*

Making disparaging remarks regarding Intervenor[s] [**include if applicable:** or the family of Intervenor[s]] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

5. *Consumption of Alcohol*

Consuming alcohol within the [number] hours before or during each of [name[s]]'s periods of possession of or access to the child[ren].

And/Or

6. *Affecting Health or Dental Insurance*

Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any health or dental insurance policy insuring the child[ren].

Continue with the following if appropriate.

**14.B. Ex Parte Parent-Child
Orders with Affidavit
§ 105.001(c)**

As the basis for the extraordinary relief requested below, Intervenor[s] would show that before the filing of this petition [name[s]] [has/have] engaged in the conduct stated in the affidavit attached as Exhibit [exhibit number/letter]. Based on that affidavit, Intervenor[s] request[s] the Court to grant the following relief:

1. *Attaching Child[ren]*
§ 105.001(c)(1)

Issue an order attaching the [body/bodies] of the child[ren], [name[s]].

And/Or

2. *Taking Possession of
Child[ren]*
§ 105.001(c)(2)

Issue an order taking the child[ren], [name[s]], into possession of
[Intervenor[s]/the Court].

And/Or

3. *Excluding Party from Child[ren]*
§ 105.001(c)(3)

Issue an order excluding [name[s]] from possession of or access to the
child[ren], [name[s]].

15. is required if a temporary injunction is desired that requests relief in addition to the making of the TRO into a temporary injunction or if there is not a TRO and a temporary injunction is desired.

**15. Temporary Orders and
Injunction**

15. Request for Temporary Orders and Injunction

Intervenor[s] request[s] the Court to dispense with the necessity of a
bond, and Intervenor[s] request[s] that, after notice and hearing, [name[s]] be
further restrained and enjoined, pending the further order of the Court, from:

**15.A. Disturbing Child[ren] or
Another Party**
§ 105.001(a)(3)

Disturbing the child[ren] or Intervenor[s] or interfering in any way with
possession of the child[ren] by Intervenor[s] by taking or attempting to take

possession of the child[ren], directly or through any other person, from the residence, school, or any other place.

And/Or

**15.B. Withdrawing Child[ren] from
School or Day Care**

Withdrawing the child[ren] from enrollment in the school or day-care facility where the child[ren] [is/are] presently enrolled.

And/Or

**15.C. Hiding Child[ren] from
Intervenor[s]**

Hiding or secreting the child[ren] from Intervenor[s].

And/Or

15.D. Disparaging Remarks

Making disparaging remarks regarding Intervenor[s] [**include if applicable:** or the family of Intervenor[s]] in the presence or within the hearing of the child[ren].

And/Or

Use only if this issue is a serious matter in the suit.

15.E. Consumption of Alcohol

Consuming alcohol within the [number] hours before or during each of [name[s]]'s periods of possession of or access to the child[ren].

And/Or

15.F. Affecting Health or Dental Insurance

Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any health or dental insurance policy insuring the child[ren].

Include 16 . if applicable.

16. Request for Permanent Injunction*16. Request for Permanent Injunction*

Intervenor[s] request[s] the Court, after trial on the merits, to grant the following permanent injunction[s]: **[specify]**.

For examples of other relief that may apply, see form 40-1 . For request for temporary orders pending appeal, see form 3-47 .

17. Attorney's Fees, Expenses, Costs, and Interest*17. Attorney's Fees, Expenses, Costs, and Interest*

It was necessary for Intervenor[s] to secure the services of **[name of attorney]**, a licensed attorney, to preserve and protect the rights of Intervenor[s] and of the child[ren]. Reasonable attorney's fees, expenses, and costs should be awarded to the attorney for Intervenor[s], and a judgment should be rendered in favor of the attorney and against Petitioner and Respondent and be ordered paid directly to the attorney for Intervenor[s], who may enforce the judgment in the attorney's own name. Intervenor[s] request[s] postjudgment interest as allowed by law.

18. Prayer*18. Prayer*

- *Required in All Petitions*

Intervenor[s] pray[s] for relief as requested in this petition.

Include the following if applicable.

- *Optional*

Intervenor[s] pray[s] that the Court immediately grant a temporary restraining order restraining **[name[s]]**, in conformity with the allegations of this petition, from the acts set forth above, and Intervenor[s] pray[s] that, after notice and hearing, this temporary restraining order be made a temporary injunction.

The following is required if a temporary injunction is desired that requests relief in addition to the making of the TRO into a temporary injunction or if there is not a TRO and a temporary injunction is desired.

- *Temporary Injunction*

Intervenor[s] pray[s] that the Court, **[include if applicable: in addition to the temporary restraining order and temporary injunction prayed for above,]** after notice and hearing, grant a temporary injunction enjoining **[name[s]]**, in conformity with the allegations of this petition, from the acts set forth above while this case is pending.

If a permanent injunction is requested, continue with the following.

- *Permanent Injunction*

Intervenor[s] pray[s] that, on final hearing, the Court enter a permanent injunction enjoining **[name[s]]**, in conformity with the allegations of this petition, from the acts set forth above.

Include the following if applicable.

- *Attorney's Fees, Expenses, Costs, and Interest*

Intervenor[s] pray[s] for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

- *Required*

Intervenor[s] pray[s] for general relief.

[Name]
 Attorney for Intervenor[s]
 State Bar No.:
 [E-mail address]
 [Address]
 [Telephone]
 [Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
 Attorney for Intervenor[s]

Attach any affidavits or exhibits as required by pleadings.

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For affidavit supporting possession or access by grandparent, see form [44-3](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Order for Grandparent/Other Person Conservatorship

Adapt language for inclusion in order in underlying case from forms [40-6](#) and/or [44-4](#). If a nonparent is appointed managing conservator, add language for annual reports specified in [Tex. Fam. Code § 153.375](#).

Form 44-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Grandparent Possession or Access**1. Discovery Level**
TRCP 190.1*1. Discovery Level*

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

**2. Objection to Assignment of
Case to Associate Judge**
§ 201.005*2. Objection to Assignment of Case to Associate Judge*

Petitioner[s] object[s] to the assignment of this matter to an associate
judge for a trial on the merits or presiding at a jury trial.

3. Parties
§ 102.008(b)(3);
TCPRC § 30.014*3. Parties*

This suit is brought by [name of first petitioner] [include if applicable:
and [name of second petitioner]], who [is/are] the [maternal/paternal] grand-
parent[s] of the child[ren] the subject of this suit. Petitioner[s] [has/have]
standing to bring this suit as more fully detailed below.

[The last three numbers of [Petitioner/[name]]'s driver's license number are [numbers]./[Petitioner/[Name]] has not been issued a driver's license.]
[The last three numbers of [Petitioner/[name]]'s Social Security number are [numbers]./[Petitioner/[Name]] has not been issued a Social Security number.]
[If applicable, repeat statements for second petitioner.]

Respondent[s] [is/are] [name[s] of respondent[s]].

4. Jurisdiction
§ 102.008(b)(1)

4. Jurisdiction

Select [4.A.](#) or [4.B.](#)

4.A. No Prior Proceedings

No court has continuing jurisdiction of this suit or of the child[ren] the subject of this suit.

4.B. Subsequent Action

This Court has acquired and retains continuing, exclusive jurisdiction of this suit and of the child[ren] the subject of this suit as a result of prior proceedings.

Include [4.C.](#) if any party resides outside Texas.

4.C. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

5. Child[ren]
§ 102.008(b)(2)

5. *Child[ren]*

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

Repeat above information for each additional child.

If the parents are of the same sex,
amend 6. and 7. as appropriate.

6. Mother
§ 102.008(b)(4)

6. *Mother*

The mother of the child[ren] the subject of this suit is [name].

• **Service**
§ 102.009(a)(7)

Select one of the following.

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

7. **Father**
§ 102.008(b)(4), (8)

7. *Father*

The [father/alleged or probable father] of the child[ren] the subject of this suit is [name].

• *Service*
§ 102.009(a)(8)

Select one of the following.

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

8. **Court-Ordered Relationships**

8. *Court-Ordered Relationships*

Select 8.A. or 8.B.

8.A. None Existing

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

8.B. Court-Ordered Relationships
§ 102.008(b)(5)–(7)

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

If 8.B. is used, select one of the following.

- *Service*
§ 102.009
- 1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

- 2. *Waiver*

No service is necessary at this time.

- 3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Repeat above information for each additional person having a court-ordered relationship with the child(ren).

9. Nonresident Entitled to Citation
§ 102.011

9. Nonresident Entitled to Citation

[Name of nonresident], named above, is a nonresident of Texas.

Select one or more of [9.A.](#)–9.H.

9.A. Child[ren] Reside[s] in Texas
§ 102.011(b)(3)

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

9.B. Former Resident
§ 102.011(b)(4)

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

9.C. Payment of Prenatal Expenses or Support
§ 102.011(b)(5)

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

9.D. In-State Intercourse
§ 102.011(b)(6)

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

9.E. Personal Service of Citation
§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

9.F. Submission to Jurisdiction

§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

9.G. Paternity Registry/AOP

§ 102.011(b)(7)

The nonresident person [registered with the paternity registry maintained by the vital statistics unit/signed an acknowledgment of paternity of a child born in Texas who is the subject of this suit] as provided by chapter 160 of the Texas Family Code.

9.H. Other Long-Arm Jurisdiction Facts

§ 102.011(b)(8)

State other facts for long-arm jurisdiction.

Repeat for each additional nonresident.

10. Property

§ 102.008(b)(9)

10. Property

Select [10.A.](#), [10.B.](#), [10.C.](#), or [10.D.](#)

10.A. No Change

There has been no change of consequence in the status of the property of the child[ren] the subject of this suit since the prior order was rendered.

10.B. Change Since Prior Order

The following change[s] in the status of the property of the child[ren] the subject of this suit [has/have] occurred since the prior order was rendered: [describe changes].

10.C. No Prior Suit

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: [describe and state value of property for each child].

10.D. No Property of Consequence

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

11. Protective Order Statement

§ 102.008(b)(11)

11. Protective Order Statement

Select 11.A. if no order is in effect and no application is pending. Include 11.B. if one or more orders are in effect. Include 11.C. if one or more applications are pending.

11.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

11.B. Order Issued

[Include as applicable: A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code

of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [designation] Court in Cause No. [number] and was entered on [date]. A copy of the order is [attached to this petition as Exhibit [exhibit number/letter]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. **[Repeat as applicable if more than one order is in effect.]**

11.C. Application Pending

An application for [include as applicable: a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [date] in the [designation] Court in Cause No. [number]. **[Repeat as applicable if more than one application is pending.]**

12. Possession or Access

§§ 153.432, 153.433, 153.434

12. Possession or Access

It is in the best interest of the child[ren] the subject of this suit that Petitioner[s] be granted possession of or access to the child[ren] by order of this Court.

At the time this relief is requested, at least one biological or adoptive parent of the child[ren] has not had that parent's rights terminated.

Denial of possession or access by Petitioner[s] would significantly impair the physical health or emotional well-being of the child[ren]. See the affidavit[s] of [name[s] of intervenor[s]] attached as Exhibit[s] [exhibit number[s]/letter[s]].

Petitioner[s] [is a parent/are the parents] of [name of parent], a parent of the child[ren].

Include one or more of the following as applicable.

12.A. Parent Incarcerated

§ 153.433(a)(3)(A)

[Name of parent] has been incarcerated in jail or prison during the three-month period preceding the filing of the petition.

And/Or

12.B. Parent Incompetent

§ 153.433(a)(3)(B)

[Name of parent] has been found by a court to be incompetent.

And/Or

12.C. Parent Dead

§ 153.433(a)(3)(C)

[Name of parent] is dead.

And/Or

12.D. Parent Does Not Have Possession or Access

§ 153.433(a)(3)(D)

[Name of parent] does not have actual or court-ordered possession of or access to the child[ren].

Continue with the following.

Petitioner[s] request[s] the Court to enter an order granting Petitioner[s] possession of or access to the child[ren] at the times and under the conditions that are determined to be in the best interest of the child[ren].

13. Request for Temporary Orders

13. Request for Temporary Orders

Petitioner[s] request[s] the Court, after notice and hearing, to make temporary orders for the safety and welfare of the child[ren], including but not limited to the following:

Include 13.A.–13.I. as applicable.

13.A. Temporary Possession/ Access

Ordering temporary possession of or access to the child[ren] by Petitioner[s].

13.B. Child Custody Evaluation
§ 107.103

Ordering the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

13.C. Psychological or Psychiatric Evaluation
TRCP 204.4(a)

Ordering the [psychological/psychiatric] evaluation of [**name[s]**] and the child[ren].

**13.D. Parent Education and
Family Stabilization Course**
§ 105.009

Ordering the parties to attend a parent education and family stabilization course.

**13.E. Parenting Coordinator/
Facilitator**
§§ 153.605(a), (b),
153.6051(a), (b)

Appointing a parenting [coordinator/facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is good cause for appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in that [**specify good cause**], and the appointment would be in the best interest of the child[ren].]

13.F. ADR Participation
§ 153.0071;
TCPRC § 154.021

Ordering the parties to participate in an alternative dispute resolution process before trial of this matter.

13.G. Execution of Releases

Ordering Respondent[s] to execute all necessary releases required by Petitioner[s] to obtain any discovery allowed by the Texas Rules of Civil Procedure.

And/Or

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

And/Or

Ordering Respondent[s] to execute for all health-care providers of the child[ren] an authorization for disclosure of protected health information to Petitioner[s] pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

And/Or

Ordering Respondent[s] to designate Petitioner[s] as [a] person[s] to whom protected health information regarding the child[ren] may be disclosed whenever Respondent[s] execute[s] an authorization for disclosure of protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508.

13.H. Pretrial Conference
TRCP 166

Ordering a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.

13.I. Ad Litem or Amicus
§§ 107.001, 107.021

13.I.1. Guardian Ad Litem

Petitioner[s] request[s] the Court to appoint a guardian ad litem to represent the best interests of the child[ren] the subject of this suit.

Or

13.I.2. Attorney Ad Litem

Petitioner[s] request[s] the Court to appoint an attorney ad litem to provide legal services for the child[ren].

Or

13.I.3. Amicus Attorney

Petitioner[s] request[s] the Court to appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

If no temporary restraining order is sought, skip to [15](#).

**14. Combined TRO and
Temporary Injunction****14. Request for Temporary Restraining Order**

Petitioner[s] request[s] the Court to dispense with the necessity of a bond, and Petitioner[s] request[s] that Respondent[s] be temporarily restrained immediately, without hearing, and after notice and hearing be temporarily enjoined, pending the further order of this Court, from:

**14.A. Disturbing Child[ren] or
Another Party
§ 105.001(a)(3)**

Disturbing the peace of the child[ren] or of another party.

And/Or

**14.B. Hiding Child[ren] from
Petitioner**

Hiding or secreting the child[ren] from Petitioner[s].

And/Or

14.C. Disparaging Remarks

Making disparaging remarks regarding Petitioner[s] [**include if applicable:** or the family of Petitioner[s]] in the presence or within the hearing of the child[ren].

The following is required if a temporary injunction is desired that requests relief in addition to the making of the TRO into a temporary injunction or if there is not a TRO and a temporary injunction is desired.

15. Temporary Orders and Injunction

15. Request for Temporary Orders and Injunction

Petitioner[s] request[s] the Court to dispense with the necessity of a bond, and Petitioner[s] request[s] that, after notice and hearing, Respondent[s] be further restrained and enjoined, pending the further order of the Court, from:

15.A. Disturbing Child[ren] or Another Party
§ 105.001(a)(3)

Disturbing the child[ren] or Petitioner[s] or interfering in any way with temporary possession of or access to the child[ren] by Petitioner[s].

And/Or

15.B. Hiding Child[ren] from Petitioner

Hiding or secreting the child[ren] from Petitioner[s].

And/Or

15.C. Disparaging Remarks

Making disparaging remarks regarding Petitioner[s] [include if applicable: or the family of Petitioner[s]] in the presence or within the hearing of the child[ren].

Include 16. if applicable.

16. Request for Permanent Injunction*16. Request for Permanent Injunction*

Petitioner[s] request[s] the Court, after trial on the merits, to grant the following permanent injunction[s]: **[specify]**.

For examples of other relief that may apply, see form [40-1](#). For request for temporary orders pending appeal and related prayer, see form [3-47](#).

17. Attorney's Fees, Expenses, Costs, and Interest*17. Attorney's Fees, Expenses, Costs, and Interest*

It was necessary for Petitioner[s] to secure the services of **[name of attorney]**, a licensed attorney, to preserve and protect the child[ren]'s rights. Respondent **[name of respondent]** should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and judgment should be rendered in favor of this attorney and against Respondent[s] and be ordered paid directly to the attorney for Petitioner[s], who may enforce the judgment in the attorney's own name. Petitioner[s] request[s] postjudgment interest as allowed by law.

18. Prayer*18. Prayer*

- *Required in All Petitions*

Petitioner[s] pray[s] that citation and notice issue as required by law. Petitioner[s] pray[s] that the Court grant relief in accordance with the allegations of this petition.

Include the following if applicable.

- *Optional*

Petitioner[s] pray[s] that the Court immediately grant a temporary restraining order restraining Respondent[s], in conformity with the allegations of this petition, from the acts set forth above, and Petitioner[s] pray[s] that, after notice and hearing, this temporary restraining order be made a temporary injunction.

The following is required if a temporary injunction is desired that requests relief in addition to the making of the TRO into a temporary injunction or if there is not a TRO and a temporary injunction is desired.

- *Temporary Injunction*

Petitioner[s] pray[s] that the Court, [**include if applicable:** in addition to the temporary restraining order and temporary injunction prayed for above,] after notice and hearing, grant a temporary injunction enjoining Respondent[s], in conformity with the allegations of this petition, from the acts set forth above while this case is pending.

If a permanent injunction is requested, continue with the following.

- *Permanent Injunction*

Petitioner[s] pray[s] that, on final hearing, the Court enter a permanent injunction enjoining Respondent[s], in conformity with the allegations of this petition, from the acts set forth above.

Include the following if applicable.

- *Attorney's Fees, Expenses, Costs, and Interest*

Petitioner[s] pray[s] for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

- *Required*

Petitioner[s] pray[s] for general relief.

[Name]

Attorney for Petitioner[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For affidavit required under [Tex. Fam. Code § 153.432\(c\)](#), see form [44-3](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

See forms [40-3](#), [40-4](#), and [40-5](#) if temporary orders have been requested.

Form 44-3

A grandparent filing suit for possession of or access to a child must execute and attach a supporting affidavit, as described in [Tex. Fam. Code § 153.432\(c\)](#). See the practice notes at section [8.58](#) concerning affidavits generally.

An unsworn declaration may be used in place of an affidavit. See section [8.58](#) and form [8-27](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit in Support of Possession or Access by Grandparent

[Name of affiant] appeared in person before me today and stated under oath:

“My name is **[name of affiant]**. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“Based on the following facts, I allege that denial of possession of or access to **[name[s] of child[ren]]** by **[name of affiant]** would significantly impair the child[ren]’s physical health or emotional well-being.

Placing the statements in quotation marks, allege specific facts and the basis for personal knowledge.

[Name of affiant]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 44-4

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Granting Grandparent Possession or Access

1. *Date of Hearing*

On [date] the Court heard this case.

2. *Appearances*

Appearances

2.A. *Petitioner[s]*

1. *In Person and by Attorney*

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

Or

2. *Agreement*

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.

Repeat for each additional petitioner.

2.B. *Respondent[s]*

Respondent, [name],

Select one of the following.

1. *In Person and by Attorney*

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

2. *In Person*

appeared in person and announced ready for trial.

3. *By Attorney*

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

4. *Did Not Appear (Default without Appearance)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Did Not Appear (Default after Appearance)*

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

7. *Agreement*

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

Repeat for each additional respondent.

2.C. Other Parties

§ 102.008(b)(4)–(8)

Also appearing [was/were] [name[s]].

2.D. Ad Litem[s]/Amicus Attorney

Select as applicable.

2.D.1. Ad Litem for Child[ren]

Also appearing was **[name]**, appointed by the Court as [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.]

Or

2.D.2. Amicus

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.]

And/Or

2.D.3. Incapacitated Person

Also appearing was **[name]**, appointed by the Court as attorney ad litem of **[name]**, who is an incapacitated person. **[Include if applicable:** The attorney ad litem has agreed to the terms of this order, as evidenced by the signature of the attorney ad litem below.]

And/Or

2.D.4. Absent Parties

Tex. R. Civ. P. 244 requires that a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 23-4. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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

3. Jurisdiction

Jurisdiction

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

4. Jury

Jury

4.A. Waived

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

Or

4.B. Selected

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

5. Record

Record

5.A. Waived
§ 105.003(c)

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

Or

5.B. Reporter

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

6. Child[ren]*Child[ren]*

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

Repeat above information for each additional child.

7. Parenting Plan*Parenting Plan*

The Court finds that the provisions in these orders relating to [possession of/access to/possession of and access to] the child[ren] by the grandparent[s] constitute the [parties' agreed parenting plan/parenting plan established by the Court].

Include the following if the order is rendered over a parent's objections.

The Court further finds that, at the time the relief was requested, the parental rights of at least one of the child[ren]'s parents had not been terminated.

The Court further finds that [name[s] of grandparent[s]] [has/have] overcome the presumption that [name[s] of parent[s]] have acted in the best interest of the child[ren] and [has/have] proved by a preponderance of the evidence that the denial of possession of or access to the child[ren] would significantly impair the child[ren]'s physical health or emotional well-being.

The Court further finds that [name[s] of grandparent[s]] [is/are/was/were] the parent[s] of [name of parent] and that [name of parent] [has been incarcerated in jail or prison during the three-month period preceding the filing of the petition/has been found by a court to be incompetent/is dead/does not have actual or court-ordered possession of or access to the child[ren]].

8. Possession/Access

[Possession/Access/Possession and Access]

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

IT IS ORDERED that [name[s] of grandparent[s]] [is/are] granted [possession of/access to/possession of and access to] the child[ren] as follows: [state times and conditions for possession/access].

9. Other Parenting Plan Requirements

A final order in a suit affecting the parent-child relationship must incorporate a final parenting plan that meets the requirements of [Tex. Fam. Code § 153.603](#). See part 10. in form 40-6 and adapt as appropriate.

Include [10.](#) if applicable.

10. Parent Education and Family Stabilization Course*Parent Education and Family Stabilization Course*

IT IS ORDERED that **[names]** 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, **[names]** 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, **[names]** are each ORDERED to file a certificate of completion or other comparable proof of completion of the course with the clerk of this Court and to mail a copy to **[the/each]** other party.

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

Include [11.](#) if applicable.

11. Permanent Injunctions as to Persons*Injunctive Relief*

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 that **[name]** is permanently enjoined from:

Select as required by petition.

1. *Threatening Other Party*

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

2. *Communicating*

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~~.

3. *Entering Residence or Place of Employment*

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 order.

4. *Interfering with Possession of Child[ren]*

Interfering in any way with [name]'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.

5. *Coming to Day Care or School*

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.

• *Service of Writ
TRCP 689*

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

12. **Information Regarding Parties**
§ 105.006(a)

Required Information

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

If the court finds that requiring a party to give certain items of this information to another party is likely to cause the child or a conservator harassment, abuse, serious harm, or injury, or to subject the child or a conservator to family violence, as defined by [Tex. Fam. Code § 71.004](#), the court may make any orders it considers necessary regarding the information. [Tex. Fam. Code § 105.006\(c\)](#). Information regarding the child appears in 6. rather than here, because the child is not a party.

Name:

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:

Repeat as needed for other parties.

13. Required Notices

§§ 105.006(e), (e-1), 105.007

Required Notices

Include the first four paragraphs of 13. unless an exception exists under Tex. Fam. Code § 105.006(c) .

Tex. Fam. Code § 105.007(c) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also Tex. Fam. Code § 105.006(c) .

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraph in all orders.

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.

14. Warnings to Parties
§ 105.006(d)

Warnings

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 DENY-
ING 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.

15. Attorney's and Ad Litem Fees

Attorney's [and Ad Litem] Fees

15.A. Attorney for Petitioner[s]

IT IS ORDERED that good cause exists to award [**name of attorney**]
judgment in the amount of [**number**] dollars (\$[**amount**]) for reasonable attor-
ney's fees, expenses, and costs incurred by [**name of party**], with interest at
[**percent**] percent per year compounded annually from the date the judgment is
signed until paid. The judgment, for which let execution issue, is awarded
against [**name**]. [**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.

• *Attorney's Fees on Appeal*

IT IS FURTHER ORDERED that [**name**] is awarded a judgment of
[**number**] dollars (\$[**amount**]) against [**name**] for attorney's fees on appeal for
the benefit of [his/her] attorney, [**name**]. The judgment shall bear interest at
[**percent**] percent per year compounded annually from the date the award is
made final by the appropriate appellate court's judgment, for which let execu-
tion issue.

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

Following are some of the levels of attorney's fees that may be included in the appellate process. For a more complete listing that should be considered in proving up appellate attorney's fees, see the practice notes at section [20.23](#).

IT IS ORDERED that **[name]** shall be entitled to a remittitur of **[number]** dollars (\$**[amount]**) if a petition for review is granted by the Supreme Court of Texas but oral argument is not granted.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if briefing on the merits is not requested by the Supreme Court of Texas.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if a responsive brief to the petition for review is not requested by the Supreme Court of Texas.

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

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if there is no oral argument in the court of appeals.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if an appellate brief is not filed with the court of appeals.

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

Continue with the following if applicable.

**15.B. Ad Litem/Amicus for
Child[ren]**

The Court finds that **[name of attorney or professional]** has satisfactorily discharged all of [his/her] duties and obligations under chapter 107 of the Texas Family Code, and IT IS ORDERED that [he/she] is hereby discharged and relieved of any further rights, duties, and responsibilities in this case. IT IS FURTHER ORDERED that **[name of attorney or professional]** is awarded **[number]** dollars (\$**[amount]**) as [legal/professional] fees for services rendered as [guardian ad litem/attorney ad litem/amicus attorney]. **[Include if applicable:** The Court finds that the fees are necessities for the benefit of the child[ren].] These fees are taxed as costs, and **[name]**, [Petitioner/Respondent], is ORDERED to pay the fees to **[name of attorney or professional]** by cash, cashier's check, or money order on or before **[date]**. **[Name of attorney or professional]** may enforce this order for fees in [his/her] own name.

And/Or

**15.C. Ad Litem for Incapacitated
Person**

IT IS ORDERED that **[name of attorney]** is awarded **[number]** dollars (\$**[amount]**) as attorney's fees for legal services rendered for **[name of incapacitated person]**. These fees are taxed as costs, and **[name]**, [Petitioner/Respondent], is ORDERED to pay the fees to **[name of attorney]** by cash, cashier's check, or money order on or before **[date]**. **[Name of attorney]** may enforce this order for fees in [his/her] own name.

And/Or

15.D. Ad Litem for Absent Party

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of absent party], who received process by substituted service but did not otherwise appear. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

Repeat for each additional attorney ad litem as needed.

16. Costs*TCPRC § 31.007**Costs*

Select 16.A., 16.B., 16.C., or 16.D.

16.A. One Party Due—No Judgment

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

16.B. One Party Due—Judgment

IT IS ORDERED that [name] is awarded a judgment of [number] dollars (\$[amount]) against [name] for costs of court incurred in this case, with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid, for which let execution issue.

16.C. Party Incurring

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

16.D. Half to Each Party

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

Include 17. if applicable.

17. Merger of Settlement Agreement

Merger of [Mediated/Collaborative Law] Settlement Agreement

This order is stipulated to represent a merger of a [mediated/collaborative law] settlement agreement dated [date] between the parties. To the extent there exist any differences between the [mediated/collaborative law] settlement agreement and this order, this order shall control in all instances.

Include 18. if applicable.

**18. [Discharge from] Discovery Retention Requirement
TRCP 191.4(d)**

[Discharge from] Discovery Retention Requirement

IT IS ORDERED 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.

Or

IT IS ORDERED that any persons required to serve discovery materials shall maintain, for a period of [number] months after this order 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 that the discovery materials shall be maintained while the appeal is pending.

19. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

20. Date of Order

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

21. Approvals

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]Attorney for **[name]**

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]**

[Name]Attorney for **[name]**

State Bar No.:

[E-mail address]**[Address]****[Telephone]****[Fax]**

Include the following if applicable.

[Name][Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]State Bar No.: **[if applicable]****[E-mail address]****[Address]****[Telephone]****[Fax]**

If the parties agree to all the terms of the judgment and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

[Name]

[Name]

Complete information on suit affecting the family relationship
(form [56-18](#)) and parent-child relationship information sheet
(form [56-19](#)).

Form 44-5

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Sibling Access**1. *Discovery Level***

TRCP 190.1

1. Discovery Level

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***

§ 201.005

2. Objection to Assignment of Case to Associate Judge

Petitioner[s] object[s] to the assignment of this matter to an associate
judge for a trial on the merits or presiding at a jury trial.

3. *Parties*

§§ 102.008(b)(3),
102.0045(a-1);
TCPRC § 30.014

3. Parties

This suit is brought by [name of first petitioner] [include if applicable:
and [name[s] of additional petitioner[s]]], who [is/are] the [sibling[s]] of the

child[ren] the subject of this suit. Petitioner[s] [has/have] standing to bring this suit as more fully detailed below.

[The last three numbers of [Petitioner/[**name of first petitioner**]]'s driver's license number are [**numbers**]./[Petitioner/[**Name of first petitioner**]] has not been issued a driver's license.] [The last three numbers of [Petitioner/[**name of first petitioner**]]'s Social Security number are [**numbers**]./[Petitioner/[**Name of first petitioner**]] has not been issued a Social Security number.] [**If applicable, repeat statements for other petitioner(s).**]

Respondent[s] [is/are] [**name[s] of respondent[s]**].

4. Jurisdiction
§ 102.008(b)(1)

4. Jurisdiction

Select [4.A.](#) or [4.B.](#)

4.A. No Prior Proceedings

No court has continuing jurisdiction of this suit or of the child[ren] the subject of this suit.

4.B. Subsequent Action

This Court has acquired and retains continuing, exclusive jurisdiction of this suit and of the child[ren] the subject of this suit as a result of prior proceedings.

Include [4.C.](#) if any party resides outside Texas.

4.C. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [**exhibit number/letter**].

5. Child[ren]
§ 102.008(b)(2)

5. *Child[ren]*

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

Repeat above information for each additional child.

If the parents are of the same sex,
amend 6. and 7. as appropriate.

6. Mother
§ 102.008(b)(4)

6. *Mother*

The mother of the child[ren] the subject of this suit is [name].

• **Service**
§ 102.009(a)(7)

Select one of the following.

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

7. **Father**
§ 102.008(b)(4), (8)

7. *Father*

The [father/alleged or probable father] of the child[ren] the subject of this suit is [name].

• *Service*
§ 102.009(a)(8)

Select one of the following.

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

8. **Court-Ordered Relationships**

8. *Court-Ordered Relationships*

Select 8.A. or 8.B.

8.A. None Existing

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

8.B. Court-Ordered Relationships
§ 102.008(b)(5)–(7)

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

If 8.B. is used, select one of the following.

- *Service*
§ 102.009
- 1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

- 2. *Waiver*

No service is necessary at this time.

- 3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Repeat above information for each additional person or entity having a court-ordered relationship with the child(ren).

9. Nonresident Entitled to Citation
§ 102.011

9. Nonresident Entitled to Citation

[Name of nonresident], named above, is a nonresident of Texas.

Select one or more of [9.A.](#)–[9.H.](#)

9.A. Child[ren] Reside[s] in Texas
§ 102.011(b)(3)

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

9.B. Former Resident
§ 102.011(b)(4)

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

9.C. Payment of Prenatal Expenses or Support
§ 102.011(b)(5)

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

9.D. In-State Intercourse
§ 102.011(b)(6)

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

9.E. Personal Service of Citation
§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

9.F. Submission to Jurisdiction
 § 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

9.G. Paternity Registry/AOP

The nonresident person [registered with the paternity registry maintained by the vital statistics unit/signed an acknowledgment of paternity of a child born in Texas who is the subject of this suit] as provided by chapter 160 of the Texas Family Code.

9.H. Other Long-Arm Jurisdiction Facts
 § 102.011(b)(8)

State other facts for long-arm jurisdiction.

Repeat for each additional nonresident.

10. Property
 § 102.008(b)(9)

10. Property

Select [10.A.](#), [10.B.](#), [10.C.](#), or [10.D.](#)

10.A. No Change

There has been no change of consequence in the status of the property of the child[ren] the subject of this suit since the prior order was rendered.

10.B. Change Since Prior Order

The following change[s] in the status of the property of the child[ren] the subject of this suit [has/have] occurred since the prior order was rendered: [describe changes].

10.C. No Prior Suit

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: **[describe and state value of property for each child]**.

10.D. No Property of Consequence

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

11. Protective Order Statement
§ 102.008(b)(11)*11. Protective Order Statement*

Select **11.A.** if no order is in effect and no application is pending. Include **11.B.** if one or more orders are in effect. Include **11.C.** if one or more applications are pending.

11.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

11.B. Order Issued

[Include as applicable: A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the **[designation]** Court in Cause No. **[number]** and was entered on **[date]**. A

copy of the order is [attached to this petition as Exhibit [exhibit number/letter]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. **[Repeat as applicable if more than one order is in effect.]**

11.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [date] in the [designation] Court in Cause No. [number]. **[Repeat as applicable if more than one application is pending.]**

12. Access § 153.551

12. Access

It is in the best interest of the child[ren] the subject of this suit that Petitioner[s] be granted access to the child[ren] by order of this Court.

At the time this relief is requested, Petitioner[s] [has/have] been separated from the child[ren] because of an action taken by the Department of Family and Protective Services.

13. Request for Temporary Orders

13. Request for Temporary Orders

Petitioner[s] request[s] the Court, after notice and hearing, to make temporary orders for the safety and welfare of the child[ren], including but not limited to the following:

Include 13.A.–13.E. as applicable.

13.A. Temporary Access

Ordering temporary access to the child[ren] by Petitioner.

13.B. Child Custody Evaluation

§ 107.103

Ordering the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

**13.C. Parent Education and
Family Stabilization Course**

§ 105.009

Ordering the parties to attend a parent education and family stabilization course.

13.D. Ad Litem or Amicus

§§ 107.001, 107.021

13.D.1. Guardian Ad Litem

Appointing a guardian ad litem to represent the best interests of the child[ren].

Or

13.D.2. Attorney Ad Litem

Appointing an attorney ad litem to provide legal services for the child[ren].

Or

13.D.3. Amicus Attorney

Appointing an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

13.E. ADR Participation

§ 153.0071; TCPRC

§ 154.021

Ordering the parties to participate in an alternative dispute resolution process before trial of this matter.

14. Attorney's Fees, Expenses, Costs, and Interest

§§ 106.001, 106.002

14. Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Petitioner[s] to secure the services of [**name of attorney**], a licensed attorney, to preserve and protect the child[ren]'s rights. Respondent [**name of respondent**] should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and judgment should be rendered in favor of this attorney and against Respondent and be ordered paid directly to the attorney for Petitioner[s], who may enforce the judgment in the attorney's own name. Petitioner[s] request[s] postjudgment interest as allowed by law.

15. Prayer**15. Prayer****• Required in All Petitions**

Petitioner[s] pray[s] that citation and notice issue as required by law. Petitioner[s] pray[s] that the Court grant relief in accordance with the allegations of this petition.

Include the following if applicable.

- *Optional*

Petitioner[s] pray[s] for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

- *Required*

Petitioner[s] pray[s] for general relief.

[Name]

Attorney for Petitioner[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

See forms [40-3](#), [40-4](#), and [40-5](#) if temporary orders have been requested.

Form 44-6

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Granting Sibling Access**1. Date of Hearing**

On [date] the Court heard this case.

2. Appearances

Appearances

2.A. Petitioner[s]**1. In Person and by Attorney**

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

Or

2. Agreement

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.

Repeat for each additional petitioner.

2.B. Respondent[s]

Respondent, [name],

Select one of the following.

1. *In Person and by Attorney*

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

2. *In Person*

appeared in person and announced ready for trial.

3. *By Attorney*

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

4. *Did Not Appear (Default without Appearance)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Did Not Appear (Default after Appearance)*

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

7. *Agreement*

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

Repeat for each additional respondent.

2.C. Other Parties

§ 102.008(b)(4)–(8)

Also appearing [was/were] [name[s]].

2.D. Ad Litem[s]/Amicus Attorney

Select as applicable.

2.D.1. Ad Litem for Child[ren]

Also appearing was [name], appointed by the Court as [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.]

Or

2.D.2. Amicus

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.]

And/Or

2.D.3. Incapacitated Person

Also appearing was [name], appointed by the Court as attorney ad litem of [name], who is an incapacitated person. [**Include if applicable:** The attorney ad litem has agreed to the terms of this order, as evidenced by the signature of the attorney ad litem below.]

And/Or

2.D.4. Absent Parties

Tex. R. Civ. P. 244 requires that a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 23-4. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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

3. Jurisdiction*Jurisdiction*

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

4. Jury*Jury***4.A. Waived**

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

Or

4.B. Selected

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

5. Record*Record***5.A. Waived**

§ 105.003(c)

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

Or

5.B. Reporter

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

6. Child[ren]*Child[ren]*

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

Repeat above information for each additional child.

7. Parenting Plan*Parenting Plan*

The Court finds that the provisions in these orders relating to access to the child[ren] by [name[s] of sibling[s]] constitute the [parties' agreed parenting plan/parenting plan established by the Court].

8. Access*Access*

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

IT IS ORDERED that [name[s] of sibling[s]] [is/are] granted access to the child[ren] as follows: [state times and conditions for access].

9. Other Parenting Plan Requirements

A final order in a suit affecting the parent-child relationship must incorporate a final parenting plan that meets the requirements of [Tex. Fam. Code § 153.603](#). See part 10. in form 40-6 and adapt as appropriate.

Include [10.](#) if applicable.

10. Parent Education and Family Stabilization Course*Parent Education and Family Stabilization Course*

IT IS ORDERED that [names] 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, [names] 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, [names] are each ORDERED to file a certificate of completion or other comparable proof of completion of the course with the clerk of this Court and to mail a copy to [the/each] other party.

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

11. Information Regarding Parties
§ 105.006(a)

Required Information

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

If the court finds that requiring a party to give certain items of this information to another party is likely to cause the child or a conservator harassment, abuse, serious harm, or injury, or to subject the child or a conservator to family violence, as defined by [Tex. Fam. Code § 71.004](#), the court may make any orders it considers necessary regarding the information. [Tex. Fam. Code § 105.006\(c\)](#). Information regarding the child appears in [6](#). rather than here, because the child is not a party.

Name:

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:

Repeat as needed for other parties.

12. Required Notices

§§ 105.006(e), (e-1), 105.007

Required Notices

Include the first four paragraphs of 12. unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraph in all orders.

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.

13. Warnings to Parties
§ 105.006(d)

Warnings

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.

14. Attorney's and Ad Litem Fees*Attorney's [and Ad Litem] Fees***14.A. Attorney for Petitioner[s]**

IT IS ORDERED that good cause exists to award **[name of attorney]** judgment in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name]**. **[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.

- *Attorney's Fees on Appeal*

IT IS FURTHER ORDERED that **[name]** is awarded a judgment of **[number]** dollars (\$**[amount]**) against **[name]** for attorney's fees on appeal for the benefit of [his/her] attorney, **[name]**. The judgment shall bear interest at **[percent]** percent per year compounded annually from the date the award is made final by the appropriate appellate court's judgment, for which let execution issue.

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

Following are some of the levels of attorney's fees that may be included in the appellate process. For a more complete listing that should be considered in proving up appellate attorney's fees, see the practice notes at section [20.23](#).

IT IS ORDERED that [name] shall be entitled to a remittitur of [number] dollars (\$[amount]) if a petition for review is granted by the Supreme Court of Texas but oral argument is not granted.

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if briefing on the merits is not requested by the Supreme Court of Texas.

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if a responsive brief to the petition for review is not requested by the Supreme Court of Texas.

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

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if there is no oral argument in the court of appeals.

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if an appellate brief is not filed with the court of appeals.

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

Continue with the following if applicable.

**14.B. Ad Litem/Amicus for
Child[ren]**

The Court finds that [name of attorney or professional] has satisfactorily discharged all of [his/her] duties and obligations under chapter 107 of the Texas Family Code, and IT IS ORDERED that [he/she] is hereby discharged and relieved of any further rights, duties, and responsibilities in this case. IT IS FURTHER ORDERED that [name of attorney or professional] is awarded [number] dollars (\$[amount]) as [legal/professional] fees for services rendered as [guardian ad litem/attorney ad litem/amicus attorney]. [Include if applicable: The Court finds that the fees are necessities for the benefit of the child[ren].] These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney or professional] by cash, cashier's check, or money order on or before [date]. [Name of attorney or professional] may enforce this order for fees in [his/her] own name.

And/Or

**14.C. Ad Litem for Incapacitated
Person**

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of incapacitated person]. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

And/Or

14.D. Ad Litem for Absent Party

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of absent

party], who received process by substituted service but did not otherwise appear. These fees are taxed as costs, and **[name]**, [Petitioner/Respondent], is ORDERED to pay the fees to **[name of attorney]** by cash, cashier's check, or money order on or before **[date]**. **[Name of attorney]** may enforce this order for fees in [his/her] own name.

Repeat for each additional attorney ad litem as needed.

15. Costs

TCPRC § 31.007

Costs

Select [15.A.](#), [15.B.](#), [15.C.](#), or [15.D.](#)

15.A. One Party Due—No Judgment

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

15.B. One Party Due—Judgment

IT IS ORDERED that **[name]** is awarded a judgment of **[number]** dollars (\$**[amount]**) against **[name]** for costs of court incurred in this case, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid, for which let execution issue.

15.C. Party Incurring

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

15.D. Half to Each Party

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

Include 16. if applicable.

**16. Merger of Settlement
Agreement**

Merger of [Mediated/Collaborative Law] Settlement Agreement

This order is stipulated to represent a merger of a [mediated/
collaborative law] settlement agreement dated [**date**] between the parties. To
the extent there exist any differences between the [mediated/collaborative law]
settlement agreement and this order, this order shall control in all instances.

Include 17. if applicable.

**17. [Discharge from] Discovery
Retention Requirement**
TRCP 191.4(d)

[Discharge from] Discovery Retention Requirement

IT IS ORDERED that the parties and their respective attorneys are dis-
charged 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 Proce-
dure.

Or

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

18. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

19. Date of Order*Date of Order*

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

20. Approvals

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for [name]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for [name]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if applicable.

[Name]

[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]

State Bar No.: [if applicable]

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the judgment and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

[Name]

[Name]

Complete information on suit affecting the family relationship (form [56-18](#)) and parent-child relationship information sheet (form [56-19](#)).

Form 44-7

This petition to modify an order rendered in a suit affecting the parent-child relationship must be filed under the same docket number in the court of continuing jurisdiction.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition to Modify for Sibling Access**1. *Discovery Level***
*TRCP 190.1**1. *Discovery Level**

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
*§ 201.005**2. *Objection to Assignment of Case to Associate Judge**

Petitioner[s] object[s] to the assignment of this matter to an associate
judge for a trial on the merits or presiding at a jury trial.

3. Parties and Order

§§ 102.008, 153.551, 156.001
et seq.; TCPRC § 30.014

3. Parties and Order to Be Modified

This suit is brought by [name of first petitioner] [include if applicable: and [name[s] of additional petitioner[s]]], who [is/are] the [sibling[s]] of the child[ren] the subject of this suit. Petitioner[s] [has/have] standing to bring this suit because Petitioner[s] [has/have] been separated from the child[ren] the subject of this suit because of an action taken by the Department of Family and Protective Services. The requested modification will be in the best interest of the child[ren].

[The last three numbers of [Petitioner/[name of first petitioner]]'s driver's license number are [numbers]./[Petitioner/[Name of first petitioner]] has not been issued a driver's license.] [The last three numbers of [Petitioner/[name of first petitioner]]'s Social Security number are [numbers]./[Petitioner/[Name of first petitioner]] has not been issued a Social Security number.] [If applicable, repeat statements for other petitioner(s).]

Respondent[s] [is/are] [name[s] of respondent[s]].

The order to be modified is entitled [title of order] and was rendered on [date].

4. Jurisdiction

§ 102.008(b)(1)

4. Jurisdiction

This Court has continuing, exclusive jurisdiction of this suit.

5. Child[ren]
 § 102.008(b)(2)

5. *Child[ren]*

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

Repeat above information for each additional child.

6. Parties Affected
 §§ 102.008(b)(3)–(8), 156.003

6. *Parties Affected*

6.A. Parties

The following parties may be affected by this suit:

Name:

Relationship: [e.g., joint managing conservator, managing conservator, possessory conservator, parent, sibling, guardian of person, guardian of estate]

• *Service*
 § 102.009

Select one of the following.

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. Waiver

No service is necessary at this time.

**3. Substituted
§ 102.010**

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat for each additional party.

Include 6.B. if any party resides outside Texas.

**6.B. UCCJEA Information
§ 152.209**

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

**7. Nonresident Entitled to
Citation
§ 102.011****7. Nonresident Entitled to Citation**

[Name of nonresident], named above, is a nonresident of Texas.

Select one or more of 7.A.–7.H.

**7.A. Child[ren] Reside[s] in
Texas
§ 102.011(b)(3)**

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

**7.B. Former Resident
§ 102.011(b)(4)**

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

**7.C. Payment of Prenatal
Expenses or Support**
§ 102.011(b)(5)

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

7.D. In-State Intercourse
§ 102.011(b)(6)

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

7.E. Personal Service of Citation
§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

7.F. Submission to Jurisdiction
§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

7.G. Paternity Registry/AOP
§ 102.011(b)(7)

The nonresident person [registered with the paternity registry maintained by the vital statistics unit/signed an acknowledgment of paternity of a child born in Texas who is the subject of this suit] as provided by chapter 160 of the Texas Family Code.

**7.H. Other Long-Arm
Jurisdiction Facts**
§ 102.011(b)(8)

State other facts required for long-arm jurisdiction.

Repeat for each additional nonresident.

8. Property

8. Child[ren]'s Property

8.A. No Change

There has been no change of consequence in the status of the
child[ren]'s property since the prior order was rendered.

Or

8.B. Change Since Prior Order

The following changes in the status of the child[ren]'s property have
occurred since the prior order was rendered: [**describe changes**].

9. Protective Order Statement
§ 102.008(b)(11)

9. Protective Order Statement

Select **9.A.** if no order is in effect and no application is
pending. Include **9.B.** if one or more orders are in effect.
Include **9.C.** if one or more applications are pending.

**9.A. No Order or Pending
Application**

No protective order under title 4 of the Texas Family Code, protective
order under subchapter A of chapter 7B of the Texas Code of Criminal Proce-
dure, or order for emergency protection under article 17.292 of the Texas Code
of Criminal Procedure is in effect in regard to a party to this suit or a child of a
party to this suit, and no application for any such order is pending.

9.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

9.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

10. Modification of Access*10. Modification of Access***10.A. Change of Access—
Grounds**

§§ 156.002(c), 156.101(1)

**10.A.1. Order Not Based on
Agreement**

The order to be modified is not based on a mediated or collaborative law settlement agreement. The circumstances of the child[ren], a conservator, or

other party affected by the order to be modified have materially and substantially changed since the date of rendition of the order to be modified.

Or

10.A.2. Order Based on Agreement

The order to be modified is based on a [mediated/collaborative law] settlement agreement. The circumstances of the child[ren], a conservator, or other party affected by the order to be modified have materially and substantially changed since the date of the signing of the [mediated/collaborative law] settlement agreement on which the order to be modified is based.

10.B. Access—Relief Requested

10.B.1. Change of Access—by Agreement

Petitioner[s] believe[s] that the parties will enter into a written agreement containing provisions for modification of the order providing for access to the child[ren].

Or

10.B.2. Change of Access—Requested Relief

Petitioner[s] request[s] that the terms and conditions for access to the child[ren] be modified to provide as follows: [**state modification requested**].

10.C. Best Interest of Child[ren]

The requested modification is in the best interest of the child[ren].

11. Temporary Orders

§ 105.001

11. Request for Temporary Orders

Petitioner[s] request[s] the Court, after notice and hearing, to make temporary orders for the safety and welfare of the child[ren], including but not limited to the following:

Include 11.A.–11.E. as applicable.

11.A. Temporary Access

Ordering temporary access to the child[ren] by Petitioner[s].

11.B. Child Custody Evaluation

§ 107.103

Ordering the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any issue or question relating to the suit at the request of the Court before or during the evaluation process.

**11.C. Parent Education and
Family Stabilization Course**

§ 105.009

Ordering the parties to attend a parent education and family stabilization course.

11.D. Ad Litem or Amicus

§§ 107.001, 107.021

11.D.1. Guardian Ad Litem

Appointing a guardian ad litem to represent the best interests of the child[ren].

Or

11.D.2. Attorney Ad Litem

Appointing an attorney ad litem to provide legal services for the child[ren].

Or

11.D.3. Amicus Attorney

Appointing an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

11.E. ADR Participation

§ 153.0071; TCPRC

§ 154.021

Ordering the parties to participate in an alternative dispute resolution process before trial of this matter.

12. Attorney's Fees, Expenses, Costs, and Interest

§§ 106.001, 106.002

12. Request for Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Petitioner[s] to secure the services of [**name of attorney**], a licensed attorney, to preserve and protect the child[ren]'s rights.

[**Include if applicable:** If the parties are unable to reach an agreement on all issues,] Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Respondent and be ordered paid directly to the attorney for Petitioner[s], who may enforce the judgment in the attorney's own name. Petitioner[s] request[s] postjudgment interest as allowed by law.

13. Prayer*13. Prayer*

- *Required in All Petitions*

Petitioner[s] pray[s] that citation and notice issue as required by law and that the Court enter its orders in accordance with the allegations contained in this petition.

Include the following if applicable.

- *Attorney's Fees, Expenses, Costs, and Interest*

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

- *Required in All Petitions*

Petitioner prays for general relief.

[Name]

Attorney for Petitioner[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit for citation by publication, see the relevant portion of form [41-2](#); for affidavit for citation by other substituted service, see form [8-23](#).

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

See forms [41-7](#), [41-8](#), and [41-9](#) if temporary orders have been requested.

Form 44-8

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order in Suit to Modify for Sibling Access**1. Date of Hearing**

On [date] the Court heard this case.

2. Appearances*Appearances***2.A. Petitioner[s]****1. In Person and by Attorney**

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

Or

2. Agreement

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.

Repeat for each additional petitioner.

2.B. Respondent[s]

Respondent[s], [name[s] of respondent[s]],

Select one of the following.

1. *In Person*

appeared in person and announced ready for trial.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Agreement*

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

7. *Did Not Appear (Default after Appearance)*

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

Repeat for each additional respondent.

2.C. Ad Litem/Amicus

Select as applicable.

2.C.1. *Ad Litem for Child[ren]*

Also appearing was [name], appointed by the Court as [guardian/ attorney] ad litem of the child[ren] the subject of this suit. **[Include if applica-**

ble: 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.]

Or

2.C.2. Amicus

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.]

And/Or

2.C.3. Ad Litem for Absent Party

Tex. R. Civ. P. 244 requires that a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 23-4. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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

2.D. Other Parties

Other parties appearing were [name[s] and relationship[s] to child[ren]]. [Include if applicable: [Name[s]] [has/have] agreed to the terms of this order, as evidenced by the signature[s] below.]

3. Jurisdiction

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that

no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

4. Jury

Jury

4.A. Waived

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

Or

4.B. Selected

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

5. Record

Record

5.A. Waived
§ 105.003(c)

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

Or

5.B. Reporter

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

6. Child[ren]*Child[ren]*

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

Repeat above information for each additional child.

7. Findings*Findings***7.A. Relief Denied**

The Court finds that the petition to modify should be denied. IT IS ORDERED that all relief requested in the petition to modify is DENIED.

Or

7.B. Modification Granted

The Court finds that the material allegations in the petition to modify are true and that the requested modification is in the best interest of the child[ren]. IT IS ORDERED that the requested modification is GRANTED.

If modification is granted, continue with the following as appropriate. If relief is denied, go to [12](#).

8. **Parenting Plan**

Parenting Plan

The Court finds that the provisions in these orders relating to access to the child[ren] constitute [the parties' agreed parenting plan/the parenting plan established by the Court].

9. **Access**

Access

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

IT IS ORDERED that [name[s] of sibling[s]] [is/are] granted access to the child[ren] as follows: [state times and conditions for access].

10. **Other Parenting Plan Requirements**

A final order in a suit affecting the parent-child relationship must incorporate a final parenting plan that meets the requirements of [Tex. Fam. Code § 153.603](#). See part [10](#). in form [40-6](#) and adapt as appropriate.

Include [11](#). if applicable.

11. **Parent Education and Family Stabilization Course**

Parent Education and Family Stabilization Course

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 certificate 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.

12. Information Regarding Parties
§ 105.006(a)

Required Information

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

If the court finds that requiring a party to give certain items of this information to another party is likely to cause the child or a conservator harassment, abuse, serious harm, or injury, or to subject the child or a conservator to family violence, as defined by [Tex. Fam. Code § 71.004](#), the court may make any orders it considers necessary regarding the information. [Tex. Fam. Code § 105.006\(c\)](#). Information regarding the child appears in [6](#). rather than here, because the child is not a party.

Name:

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:

Repeat as needed for other parties.

13. Required Notices

§§ 105.006(e), (e–1), 105.007

Required Notices

Include the following four paragraphs of 13. unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraph in all orders.

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 IMMUN-

NITY 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.

14. Warnings to Parties
§ 105.006(d)

Warnings

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.

15. Attorney's and Ad Litem Fees*Attorney's [and Ad Litem] Fees***15.A. Attorney for Petitioner[s]**

IT IS ORDERED that good cause exists to award **[name of attorney]** judgment in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent. Respondent 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.

- *Attorney's Fees on Appeal*

IT IS FURTHER ORDERED that **[name]** is awarded a judgment of **[number]** dollars (\$**[amount]**) against **[name]** for attorney's fees on appeal for the benefit of **[his/her]** attorney, **[name]**. The judgment shall bear interest at **[percent]** percent per year compounded annually from the date the award is made final by the appropriate appellate court's judgment, for which let execution issue.

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

Following are some of the levels of attorney's fees that may be included in the appellate process. For a more complete listing that should be considered in proving up appellate attorney's fees, see the practice notes at section [20.23](#).

IT IS ORDERED that [name] shall be entitled to a remittitur of [number] dollars (\$[amount]) if a petition for review is granted by the Supreme Court of Texas but oral argument is not granted.

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if briefing on the merits is not requested by the Supreme Court of Texas.

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if a responsive brief to the petition for review is not requested by the Supreme Court of Texas.

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

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if there is no oral argument in the court of appeals.

IT IS ORDERED that [name] shall be entitled to a further remittitur of [number] dollars (\$[amount]) if an appellate brief is not filed with the court of appeals.

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

Continue with the following if applicable.

**15.B. Ad Litem/Amicus for
Child[ren]**

The Court finds that [name of attorney or professional] has satisfactorily discharged all of [his/her] duties and obligations under chapter 107 of the Texas Family Code, and IT IS ORDERED that [he/she] is hereby discharged and relieved of any further rights, duties, and responsibilities in this case. IT IS FURTHER ORDERED that [name of attorney or professional] is awarded [number] dollars (\$[amount]) as [legal/professional] fees for services rendered as [guardian ad litem/attorney ad litem/amicus attorney]. [Include if applicable: The Court finds that the fees are necessities for the benefit of the child[ren].] These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney or professional] by cash, cashier's check, or money order on or before [date]. [Name of attorney or professional] may enforce this order for fees in [his/her] own name.

And/Or

15.C. Ad Litem for Absent Party

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of absent party], who received process by substituted service but did not otherwise appear. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

Repeat for each additional attorney ad litem as needed.

16. Costs

TCPRC § 31.007

Costs

Select [16.A.](#), [16.B.](#), [16.C.](#), or [16.D.](#)

**16.A. One Party Due—No
Judgment**

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

16.B. One Party Due—Judgment

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

16.C. Party Incurring

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

16.D. Half to Each Party

IT IS ORDERED 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.

Include [16.E.](#) if applicable.

16.E. Frivolous Suit
§ 156.005

The Court finds that the suit to modify was filed frivolously or designed to harass [Respondent/Cross-Respondent] and orders attorney's fees of [number] dollars (\$[amount]) taxed as costs against [name].

Include 17. if applicable.

17. Merger of Settlement Agreement

Merger of [Mediated/Collaborative Law] Settlement Agreement

This order is stipulated to represent a merger of a [mediated/collaborative law] settlement agreement dated [date] between the parties. To the extent there exist any differences between the [mediated/collaborative law] settlement agreement and this order, this order shall control in all instances.

Include 18. if applicable.

18. [Discharge from] Discovery Retention Requirement
TRCP 191.4(d)

[Discharge from] Discovery Retention Requirement

IT IS ORDERED 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.

Or

IT IS ORDERED that any persons required to serve discovery materials shall maintain, for a period of [number] months after this order is signed, the originals or exact copies of all discovery materials produced during the pen-

dency of this matter and not filed with the Court. If an appeal is begun within that [number]-month period, IT IS FURTHER ORDERED that the discovery materials shall be maintained while the appeal is pending.

19. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied. All other terms of the prior orders not specifically modified in this order shall remain in full force and effect.

20. Date of Order

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

21. Approvals

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if applicable.

[Name]

[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]

State Bar No.: [if applicable]

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Complete information on suit affecting the family relationship (form [56-18](#)) and parent-child relationship information sheet (form [56-19](#)).

Chapter 45

Military Duty of Conservator

Form 45-1	Petition to Modify Parent-Child Relationship Based on Military Duty	3
Form 45-2	Respondent’s Original Answer	13
Form 45-3	Waiver of Service.	17
Form 45-4	Notice of Hearing for Temporary Orders and Order to Appear.	20
Form 45-5	Temporary Orders in Suit to Modify Parent-Child Relationship Based on Military Duty [Conservator with Right to Designate Residence]	22
Form 45-6	Temporary Orders in Suit to Modify Parent-Child Relationship Based on Military Duty [Conservator without Right to Designate Residence]	50
Form 45-7	Motion to Dismiss	69
Form 45-8	Order Granting Dismissal.	71
Form 45-9	Petition for Additional Periods of Possession and Access.	72
Form 45-10	Order for Additional Periods of Possession or Access.	81

Form 45-1

This petition to modify an order rendered in a suit affecting the parent-child relationship must be filed under the same docket number in the court of continuing jurisdiction.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition to Modify Parent-Child Relationship Based on Military Duty**1. Discovery Level**
*TRCP 190.1**1. Discovery Level*

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

2. Parties and Order
§§ 102.008, 156.001 et seq.;
*TCPRC § 30.014**2. Parties and Order to Be Modified*

This suit to modify a prior order is brought by **[name of petitioner]**, Petitioner. [The last three numbers of Petitioner's driver's license number are **[numbers]**.]/Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are **[numbers]**.]/Petitioner has not been issued a Social Security number.] Petitioner is the **[specify]** of the child[ren] and has standing to bring this suit. The requested modification will be in the best interest of the child[ren].

[Name of respondent] is Respondent.

Repeat for each additional party in the prior order, including the attorney general, if applicable.

Include the following if applicable.

[Name of person designated by petitioner] is the person requested by Petitioner to be designated by the Court to temporarily exercise Petitioner's rights, duties, and periods of possession and access with regard to the child[ren] the subject of this suit during Petitioner's [military deployment/military mobilization/temporary military duty].

Continue with the following.

The order to be modified is entitled [title of prior order] and was rendered on [date].

3. Jurisdiction
§ 102.008(b)(1)

3. Jurisdiction

This Court has continuing, exclusive jurisdiction of this suit.

4. Child[ren]
§ 102.008(b)(2)

4. Child[ren]

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

Repeat above information for each additional child.

5. Parties Affected

§§ 102.008(b)(3)–(8), 156.003

5. Parties Affected

5.A. Parties

The following parties may be affected by this suit:

Name:

Relationship: [e.g., joint managing conservator, managing conservator, possessory conservator, parent, guardian of person, guardian of estate]

- *Service*
§ 102.009

Select one of the following.

1. Personal

Process should be served [include if applicable: at [address, city, state, zip code]].

2. Waiver

No service is necessary at this time.

3. Substituted
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat for each additional party.

Include 5.B. if any party resides outside Texas.

5.B. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

6. Nonresident Entitled to Citation
§ 102.011

6. Nonresident Entitled to Citation

[Name of nonresident], named above, is a nonresident of Texas.

Select one or more of 6.A.–6.C.

6.A. Personal Service of Citation
§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

6.B. Submission to Jurisdiction
§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

6.C. Other Long-Arm Jurisdiction Facts
§ 102.011(b)(8)

State other facts required for long-arm jurisdiction.

Repeat for each additional nonresident.

Include 7. if requesting modification of child support or medical or dental support.

7. Insurance Information

§§ 154.181(b), 154.1815(c)

7. Insurance Information

Information required by sections 154.181(b) and 154.1815(c) of the Texas Family Code is provided in the statement attached as Exhibit [exhibit number/letter].

8. Property*8. Child[ren]'s Property***8.A. No Change**

There has been no change of consequence in the status of the child[ren]'s property since the prior order was rendered.

Or

8.B. Change Since Prior Order

The following changes in the status of the child[ren]'s property have occurred since the prior order was rendered: [describe changes].

9. Protective Order Statement

§ 102.008(b)(11)

9. Protective Order Statement

Select 9.A. if no order is in effect and no application is pending. Include 9.B. if one or more orders are in effect. Include 9.C. if one or more applications are pending.

9.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code

of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

9.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

9.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

10. Temporary Modification*10. Temporary Modification***10.A. Grounds**

§§ 153.702, 153.703

[Petitioner/Respondent], the conservator [with/without] the exclusive right to designate the child[ren]'s primary residence, has been ordered to [military deployment/military mobilization/temporary military duty] that involves moving a substantial distance from [Petitioner's/Respondent's] residence so as to materially affect the conservator's ability to exercise [Petitioner's/Respondent's] rights, duties, and periods of possession and access in relation to the child[ren].

10.B. Relief Requested**10.B.1. Temporary Modification—
Agreement**

Petitioner believes that the parties will enter into a written agreement containing provisions for temporary modification of the order providing for rights, duties, and periods of possession and access in relation to the child[ren].

Or

**10.B.2. Temporary Modification—
Requested Relief**

Petitioner requests that rights, duties, and periods of possession and access in relation to the child[ren] be temporarily modified to provide as follows: **[state temporary modification requested, including, if appropriate, requests for electronic communication and for possession by designated person during conservator's military deployment, military mobilization, or temporary military duty]**.

10.C. Best Interest of Child[ren]

The requested modification is in the best interest of the child[ren].

10.D. Modification of Support**10.D.1. Order Not Based on Agreement**

The temporary orders requested modifying rights, duties, and periods of possession and access in relation to the child[ren] will result in a change of circumstances sufficient to justify a temporary order modifying the child support obligation of [Petitioner/Respondent].

Or

10.D.2. Agreement
§ 154.124

Petitioner believes that the parties will enter into a written agreement containing provisions for temporary modification of the order providing for support of the child[ren].

Include 11. if applicable.

11. Expedited Hearing
§ 153.707**11. Request for Expedited Hearing**

Petitioner requests that the Court grant an expedited hearing.

Include 12. if applicable.

**12. Request to Present
Testimony by Electronic
Means**
§ 153.707(c)

12. Request to Present Testimony by Electronic Means

Petitioner requests that the Court, after reasonable advance notice and for good cause shown, allow Petitioner to present testimony and evidence by electronic means, including by teleconference or through the Internet.

**13. Attorney's Fees, Expenses,
Costs, and Interest**
§§ 106.001, 106.002

13. Request for Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Petitioner to secure the services of [name of attorney], a licensed attorney, to preserve and protect the child[ren]'s rights.

[Include if applicable: If the parties are unable to reach an agreement on all issues,] Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered in favor of this attorney and against Respondent and be ordered paid directly to Petitioner's attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

14. Prayer

14. Prayer

• *Required in All Petitions*

Petitioner prays that citation and notice issue as required by law and that the Court enter its orders in accordance with the allegations contained in this petition.

Include the following if applicable.

- *Attorney's Fees, Expenses, Costs, and Interest*

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

- *Required in All Petitions*

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit for citation by publication, see the relevant portion of form [41-2](#); for affidavit for citation by other substituted service, see form [8-23](#).

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For statement regarding health insurance information and dental insurance information required under [Tex. Fam. Code §§ 154.181\(b\)](#) and [154.1815\(c\)](#), see form [56-2](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 45-2

The respondent's answer should be limited to a response to the matters set out in the petition. Claims for affirmative relief should not be included in the answer but should instead be set out in a counterpetition, which may be filed as a separate document or immediately following the answer in the same document. An answer to a counterpetition should be filed by the petitioner/counterrespondent. If the respondent contests personal jurisdiction, a special appearance must be filed before any other pleading. See form 3-14.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Respondent's Original Answer

[Name of respondent], Respondent, files this Original Answer to **[title or description of pleading]**. **[Include the following if this is respondent's initial pleading:** [The last three numbers of Respondent's driver's license number are **[numbers]**./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are **[numbers]**./Respondent has not been issued a Social Security number.]]

1. General Denial
*TRCP 92**1. General Denial*

Respondent enters a general denial.

2. Information about Child[ren]
§§ 152.209, 154.181(b),
154.1815(c)*2. Information about Child[ren]*

Include the following if any party resides outside Texas.

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [**exhibit number/letter**].

Include the following if modification of child support or medical or dental support is requested.

Information required by sections 154.181(b) and 154.1815(c) of the Texas Family Code is provided in the statement attached as Exhibit [**exhibit number/letter**].

3. Expedited Hearing
§ 153.707

3. Request for Expedited Hearing

Respondent requests that the Court grant an expedited hearing.

Include 4. if applicable.

**4. Request to Present
Testimony by Electronic
Means**
§ 153.707(c)

4. Request to Present Testimony by Electronic Means

Respondent requests that the Court, after reasonable advance notice and for good cause shown, allow Respondent to present testimony and evidence by electronic means, including by teleconference or through the Internet.

**5. Attorney's Fees, Expenses,
Costs, and Interest**

5. Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Respondent to secure the services of [**name of attorney**], a licensed attorney, to preserve and protect the child[ren]'s rights.

[**Include if applicable:** If the parties are unable to reach an agreement on all issues,] Petitioner should be ordered to pay reasonable attorney's fees,

expenses, and costs, and a judgment should be rendered in favor of this attorney and against Petitioner and be ordered paid directly to Respondent's attorney, who may enforce the judgment in the attorney's own name. Respondent requests postjudgment interest as allowed by law.

6. *Prayer*

6. *Prayer*

- *Required*

Respondent prays that Petitioner take nothing and that Respondent be granted all relief requested in this Original Answer.

Include the following if applicable.

- *Attorney's Fees, Expenses, Costs and Interest*

Respondent also prays for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

- *Required*

Respondent prays for general relief.

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for Respondent

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For statement regarding health insurance information and dental insurance information required under [Tex. Fam. Code §§ 154.181\(b\)](#) and [154.1815\(c\)](#), see form [56-2](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 45-3

This waiver may be tailored for a variety of purposes through the choice of alternative paragraphs. These purposes include providing a total waiver of all notice, obtaining an appearance by a pro se respondent, and accommodating a respondent who will be represented by counsel and wishes to participate in the proceedings but *not* to be served with citation.

The waiver, to be valid, must be executed *after* the suit is filed. The waiver must be sworn to before a proper officer *other than an attorney in the case* unless the respondent is incarcerated; in that situation, an unsworn declaration under [Tex. Civ. Prac. & Rem. Code § 132.001](#) may be used. The respondent may not sign using a digitized signature. [Tex. Fam. Code § 102.0091](#). Concerning conversion of this form to an unsworn declaration for an incarcerated respondent, see form [8-27](#).

**NOTICE: THIS DOCUMENT
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[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Waiver of Service

[Name of respondent] appeared in person before me today and stated under oath:

“I, **[name of respondent]**, am the person named as Respondent in this case.

“I acknowledge that I have been provided a copy of **[title or description of pleading]** filed in this case. I have read and understand the contents of that document.

“I understand that the Texas Rules of Civil Procedure require, in most instances, that a party or respondent be served with citation. I do not want to be served with citation, and I waive the issuance and service of citation.

“I enter my appearance in this case for all purposes.

Select among the following as applicable. Some statements are inconsistent with others.

“I waive the making of a record of testimony in this case.

And/Or

“I agree that this case may be taken up and considered by the Court without further notice to me.

And/Or

“I agree that the case may be decided by the presiding Judge of the Court or by a duly appointed Associate Judge of the Court.

And/Or

“I want to be notified of any hearing or trial of this case.

And/Or

“I do not waive any rights that I may have with respect to the terms and conditions of conservatorship, support, and parental rights and duties related to the child[ren] born of my relationship with Petitioner.

And/Or

“If I should enter into a settlement agreement with Petitioner, that agreement will bear my signature indicating my approval of its terms, conditions, and contents.

And/Or

“I request the Court not to enter any orders or judgment not signed by me or without my receiving prior written notice of the date, time, and place of any proceedings.

And/Or

“I understand that I have a duty to notify the attorney for Petitioner if I change my address. I understand that, unless I notify the attorney for Petitioner of any such change in writing, any notices that I might otherwise be entitled to receive with regard to disposition of this proceeding will be forwarded to me at the address indicated below.

And/Or

“Insofar as this suit is concerned, I waive all rights, privileges, and exemptions existing or that may hereafter exist in my favor under the Servicemembers Civil Relief Act, including the appointment of counsel to represent me in this case.

Continue with the following.

“I further state that the following information is correct and that my—

Mailing address is:

E-mail address is:

Telephone number is:

“I further understand that I have a duty to notify the Court if my mailing address or e-mail address changes during this proceeding.”

[Name of respondent]

SIGNED under oath 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.

Form 45-4

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Hearing for Temporary Orders and Order to Appear

Notice is given to Respondent, **[name of respondent]**, and Respondent is ORDERED to appear in person **[include if applicable: and to furnish information sufficient to accurately identify Respondent's net resources and ability to pay child support and to bring with [him/her] tax returns for the past two years, a financial statement substantially in the form and detail prescribed by the current edition of *Texas Family Law Practice Manual*, form 4-2, and pay stubs for the past three months. IT IS ORDERED that Respondent shall appear with those documents]** before this Court in the courthouse at **[address, city]**, Texas, on _____ at _____.M. The child[ren] the subject of this suit [is/are] **[name[s] of child[ren]]**. Petitioner is **[name of petitioner]**.

Identify each additional party in the prior order, including the attorney general, if applicable.

1. Temporary Orders

One purpose of this hearing is to determine whether, while this case is pending, the Court should make temporary orders, as necessary and equitable, on the following matters:

Select one or more of 1.A.–1.E.

1.A. Temporary Modification

The Court should order that rights, duties, and periods of possession and access in relation to the child[ren] be temporarily modified to provide as follows: [state temporary modification requested, including, if appropriate, requests for electronic communication and for possession by designated person during conservator's military deployment, military mobilization, or temporary military duty].

1.B. Temporary Support

The child support obligation of [Petitioner/Respondent] should be temporarily modified.

1.C. Testimony by Electronic Means

§ 153.707(c)

The Court should order, after reasonable advance notice and for good cause shown, the presentation of testimony and evidence by electronic means, including by teleconference or through the Internet.

1.D. Attorney's Fees

The Court should order Respondent to pay reasonable attorney's fees and expenses.

1.E. Other Relief

The Court should make all other and further orders that are pleaded for or that are deemed necessary for the safety and welfare of the child[ren].

SIGNED on _____ at _____ .M.

JUDGE PRESIDING

Form 45-5

This form should be used if the conservator *with* the exclusive right to designate the primary residence of the child is ordered to military deployment, military mobilization, or temporary military duty. (For a form to be used if the conservator *without* the exclusive right to designate the primary residence of the child is ordered to military deployment, military mobilization, or temporary military duty, see form [45-6](#).)

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Temporary Orders in Suit to Modify Parent-Child Relationship
Based on Military Duty**

[Conservator with Right to Designate Residence]

1. Date of Hearing

On [date] the Court heard Petitioner's application for temporary orders based on [Petitioner/Respondent]'s [military deployment/military mobilization/temporary military duty].

2. Appearances

Appearances

2.A. Petitioner

1. In Person and by Attorney

Petitioner, [[name of conservator *with* exclusive right to designate primary residence of child[ren]]/[name of conservator *without* exclusive right to designate primary residence of child[ren]]], appeared in person and through attorney of record, [name], and announced ready.

Or

2. *Agreement*

Petitioner, [[name of conservator *with* right to designate residence]/
[name of conservator *without* right to designate residence]], did not appear in
person but has agreed to the terms of this order as evidenced by Petitioner's
signature below.

2.B. *Respondent*

Respondent, [[name of conservator *without* right to designate resi-
dence]/[name of conservator *with* right to designate residence]],

Select one of the following.

1. *In Person*

appeared in person and announced ready.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default)*

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

5. *Did Not Appear (Waiver)*

having waived issuance and service of citation by waiver duly filed, [include if
applicable: and having entered into this agreement as evidenced by Respon-
dent's signature below,] did not further appear.

6. *Did Not Appear (Agreement)*

did not appear in person but has agreed to the terms of this order as evidenced
by Respondent's signature below.

Include [2.C.](#) if applicable.

2.C. Designated Person

[Name of person designated by petitioner to exercise possession,
access, rights, and duties]

Select one of the following.

1. *In Person*

appeared in person and announced ready.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default)*

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

5. *Did Not Appear (Waiver)*

having waived issuance and service of citation by waiver duly filed, [**include if
applicable:** and having entered into this agreement as evidenced by [his/her]
signature below,] did not further appear.

6. *Did Not Appear (Agreement)*

did not appear in person but has agreed to the terms of this order as evidenced
by [his/her] signature below.

Include [2.D.](#)–[2.F.](#) as applicable.

2.D. Agreed Order

The parties have agreed to the terms of this order as evidenced by their signatures below.

2.E. Mediation

The parties have already attended mediation regarding temporary orders with [name of mediator].

2.F. Other Parties

Other parties appearing were [name[s]]. [Include if applicable: [Name[s]] [has/have] agreed to the terms of this order, as evidenced by the signature[s] below.]

3. Jurisdiction

Jurisdiction

The Court, after examining the record [include if applicable: and the agreement of the parties] and hearing the evidence and argument of counsel, finds that all necessary prerequisites of the law have been legally satisfied and that this Court has jurisdiction of this case and of all the parties.

4. Child[ren]

Child[ren]

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

Repeat above information for each additional child.

5. Temporary Orders

Temporary Orders

The following temporary orders are for the safety and welfare and in the best interest of the child[ren]:

5.A. Appointment

IT IS ORDERED that [[**name of conservator *without* right to designate residence**]/[**name of designated person**]] is designated the person to exercise the exclusive right to designate the primary residence of the following child[ren].

5.B. Rights, Duties, Possession, and Access

Select as applicable. The rights of a party can be limited by court order.

Include [5.B.1.](#) if the conservator *without* the exclusive right to designate the primary residence of the child(ren) is designated as the person to exercise the exclusive right to designate the primary residence of the child(ren).

5.B.1. Other Conservator Appointed to Designate Residence

a. Rights and Duties

IT IS ORDERED that, except as modified in this temporary order, [**name of petitioner**] and [**name of respondent**] shall each have the rights and

duties as set out in the prior order of the Court. IT IS FURTHER ORDERED that **[state any change to the rights and duties in the prior order]**.

- b. *Possession and Access by Designated Person*
§§ 153.704, 153.376(a),
153.076

IT IS ORDERED that **[name of designated person]** shall have possession of the child[ren] at times mutually agreed to in advance by the parties and, in the absence of mutual agreement, as follows: **[set out times and general conditions for possession of or access to each child that conservator without exclusive right to designate primary residence of child[ren] has under prior order]**.

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

IT IS FURTHER ORDERED that **[name of conservator without right to designate residence]** and **[name of designated person]** are subject to the provisions of section 153.316 of the Texas Family Code, with **[name of designated person]** considered for purposes of that section to be the possessory conservator.

IT IS FURTHER ORDERED that **[name of designated person]** shall have the following rights and duties during periods of possession:

1. the duty of care, control, protection, and reasonable discipline of the child[ren];
 2. the duty to provide the child[ren] with clothing, food, and shelter;
- and

3. 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].

IT IS FURTHER ORDERED that [name of designated person] is subject to any provision in a court order restricting or prohibiting access to the child[ren] by any specified individual.

IT IS FURTHER ORDERED that [name of designated person] has 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].

IT IS FURTHER ORDERED that [name of designated person] has the duty to inform the other conservator[s] of the child[ren] if [name of designated person] resides with for at least thirty days, marries, or intends to marry a person who [name of designated person] knows is registered as a sex offender under chapter 62 of the Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the fortieth day after the date [name of designated person] 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: FAILURE TO PROVIDE THIS NOTICE IS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR.

IT IS FURTHER ORDERED that **[name of designated person]** has the duty to inform the other conservator[s] of the child[ren] if **[name of designated person]** establishes a residence with a person who **[name of designated person]** knows is the subject of a final protective order sought by an individual other than **[name of designated person]** that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date **[name of designated person]** establishes residence with the person who is the subject of the final protective order. WARNING: FAILURE TO PROVIDE THIS NOTICE IS OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR.

IT IS FURTHER ORDERED that **[name of designated person]** has the duty to inform the other conservator[s] of the child[ren] if **[name of designated person]** resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by **[name of designated person]** after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: FAILURE TO PROVIDE THIS NOTICE IS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR.

IT IS FURTHER ORDERED that **[name of designated person]** has the duty to inform the other conservator[s] of the child[ren] if **[name of designated person]** is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as

practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: FAILURE TO PROVIDE THIS NOTICE IS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR.

Include [5.B.2.](#) if a nonparent is designated as the person to exercise the exclusive right to designate the primary residence of the child(ren).

**5.B.2. Nonparent Appointed to
Designate Residence**

a. Rights and Duties
§§ 153.371, 153.076,
264.0111

IT IS ORDERED that [**name of designated person**] shall have the following rights and duties:

1. the right to have physical possession and to direct the moral and religious training of the child[ren];
2. the duty of care, control, protection, and reasonable discipline of the child[ren];
3. the duty to provide the child[ren] with clothing, food, shelter, education, and medical, psychological, and dental care;
4. the right to consent for the child[ren] to medical, psychiatric, psychological, dental, and surgical treatment and to have access to the child[ren]'s medical records;
5. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];
6. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];

7. the right to consent to marriage and to enlistment in the armed forces of the United States;
8. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning 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;
10. the right to designate the primary residence of the child[ren] and to make decisions regarding the child[ren]'s education;
11. if the parent-child relationship has been terminated with respect to the parents, or only living parent, or if there is no living parent, the right to consent to the adoption of the child[ren] and to make any other decision concerning the child[ren] that a parent could make;
12. the right to apply for [a] passport[s] for the child[ren], to renew the child[ren]'s passport[s], and to maintain possession of the child[ren]'s passport[s];
13. 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];
14. the duty to inform the other conservator[s] of the child[ren] if [name of designated person] resides with for at least thirty days, marries, or intends to marry a person who [name of designated person] knows is registered as a sex offender under chapter 62 of the Texas Code of Criminal Proce-

dure 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 notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the fortieth day after the date **[name of designated person]** 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: FAILURE TO PROVIDE THIS NOTICE IS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR;

15. the duty to inform the other conservator[s] of the child[ren] if **[name of designated person]** establishes a residence with a person who **[name of designated person]** knows is the subject of a final protective order sought by an individual other than **[name of designated person]** that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date **[name of designated person]** establishes residence with the person who is the subject of the final protective order. WARNING: FAILURE TO PROVIDE THIS NOTICE IS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR;

16. the duty to inform the other conservator[s] of the child[ren] if **[name of designated person]** resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by **[name of designated person]** after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that

notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: FAILURE TO PROVIDE THIS NOTICE IS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR; and

17. the duty to inform the other conservator[s] of the child[ren] if [name of designated person] is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: FAILURE TO PROVIDE THIS NOTICE IS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR.

b. *Annual Reports*
§ 153.375

IT IS ORDERED that [name of designated person] shall, each twelve months after the date of this order, file with the Court a report of facts concerning the child[ren]'s welfare, including the child[ren]'s whereabouts and physical condition.

Include the following paragraph <i>only</i> if the primary residence of the child(ren) is restricted to a specific geographic area.

c. *Geographic Area for Primary Residence*

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 envi-

ronment 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 within [**specify geographic area**], and the parties shall not remove the child[ren] from [**specify geographic area**] for the purpose of changing the primary residence of the child[ren] until this geographic restriction is modified by further order of the court of continuing jurisdiction or by a written agreement that is signed by the parties and filed with that court. IT IS FURTHER ORDERED that [[**name of conservator without right to designate residence**]/**[name of designated person]**] shall have the exclusive right to designate the child[ren]'s primary residence within [**specify geographic area**].

d. Possession and Access

IT IS ORDERED that the periods of possession of and access to the child[ren] ordered in the prior order of the Court for [**name of conservator without right to designate residence**] shall continue in full force and effect.

5.B.3. Passport Application
22 CFR § 51.28

If a party applies for [a] passport[s] for the child[ren], that party is ORDERED to notify the other [party/parties] of that fact no later than [**number**] days after the application.

Include the following if applicable.

IT IS ORDERED that if a parent's consent is required for the issuance or renewal 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.

Include 5.B.4. if applicable.

5.B.4. *Electronic Communication*
§ 153.015

For purposes of this order, “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 of conservator *with* right to designate residence], [name of designated person], and [name of conservator *without* right to designate residence] shall have electronic communication with the child[ren] as follows: [set out times and general conditions of electronic communication between each child and each party].

IT IS ORDERED that [name of conservator *without* right to designate residence] and [name of designated person] shall—

1. provide each other and [name of conservator *with* right to designate residence] 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 each other and [name of conservator *with* right to designate residence] 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[ren] 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.

6. *Child Support*

Child Support

If child support is not modified, select [6.A.](#) and omit [6.B.](#)–[6.M.](#)

6.A. *No Change*

IT IS ORDERED that [**name of conservator *without* right to designate residence**] shall continue to pay child support in accordance with the terms of the prior order of the Court.

If child support is suspended, select [6.B.](#) and omit [6.C.](#)–[6.M.](#)

6.B. *Suspension of Order*

IT IS ORDERED that the child support obligation of [**name of conservator *without* right to designate residence**] is suspended during the duration this order. On this date the Court signed an Order [Terminating/Modifying] [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding]. [**See form [9-13.](#)**]

If child support is ordered but modified, select [6.C.](#), [6.D.](#), or [6.E.](#) and continue with the following orders in [6.](#)

6.C. *Monthly Payments*

IT IS ORDERED that [[**name of conservator *without* right to designate residence**]/[**name of conservator *with* right to designate residence**]], Temporary Obligor, pay to [[**name of conservator *with* right to designate residence**]/[**name of designated person**]/[**name of conservator *without* right to designate residence**]], Temporary Obligee, for the support of [**name[s] of child[ren]**] child support of [**number**] dollars (\$**amount**) per month, with the first pay-

ment being due and payable on [date] and a like payment being due and payable on the [specify] day of each month thereafter until further order of this Court.

Or

6.D. Semimonthly Payments

IT IS ORDERED that [[name of conservator *without* right to designate residence]/[name of conservator *with* right to designate residence]], Temporary Obligor, pay to [[name of conservator *with* right to designate residence]/[name of designated person]/[name of conservator *without* right to designate residence]], Temporary Obligee, for the support of [name[s] of child[ren]] child support of [number] dollars (\$[amount]) semimonthly, in two installments per month of \$[amount] each, with the first installment of \$[amount] being due and payable on [date] [include if applicable: , the second installment of \$[amount] being due and payable on [date].] and a like installment of \$[amount] being due and payable on the [specify] and [specify] day of each month thereafter until further order of this Court.

Or

6.E. Weekly Payments

IT IS ORDERED that [[name of conservator *without* right to designate residence]/[name of conservator *with* right to designate residence]], Temporary Obligor, pay to [[name of conservator *with* right to designate residence]/[name of designated person]/[name of conservator *without* right to designate residence]], Temporary Obligee, for the support of [name[s] of child[ren]] child support of [number] dollars (\$[amount]) per week, beginning on [name of day], [date] with a like payment of \$[amount] being due and payable on each [name of day] thereafter until further order of this Court.

If properly requested by a party or if the support ordered varies from the statutory guidelines, include 6.F. (See form 26-10 for written request.)

6.F. Statement on Guidelines
 § 154.130

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 net resources of **[[name of conservator *without* right to designate residence]/[name of conservator *with* right to designate residence]]**, Temporary Obligor, per month are \$**[amount]**.

Include item 3. if applicable.

3. The net resources of **[[name of conservator *with* right to designate residence]/[name of designated person]/[name of conservator *without* right to designate residence]]**, Temporary Oblige, per month are \$**[amount]**.

Include the following as item 4. if suit was filed before September 1, 2021, or if obligor's net resources are \$1,000 per month or more, regardless of when suit was filed.

4. The percentage applied to the first \$9,200 of net resources of **[[name of conservator *without* right to designate residence]/[name of conservator *with* right to designate residence]]**, Temporary Obligor, for child support is **[percent]** percent.

Or

Include the following as item 4. if suit was filed on or after September 1, 2021, *and* obligor's net resources are less than \$1,000 per month.

4. The percentage applied to **[name of obligor]**'s net resources for child support is **[percent]** percent.

Include item 5. if applicable.

5. 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]**.

6.G. Withholding from Earnings

IT IS ORDERED that any employer of **[[name of conservator *without* right to designate residence]/[name of conservator *with* right to designate residence]]**, Temporary Obligor, shall be ordered to withhold the child support payments ordered in this order from the disposable earnings of **[[name of conservator *without* right to designate residence]/[name of conservator *with* right to designate residence]]**, Temporary Obligor, for the support of **[name[s] of child[ren]]**.

6.H. Withholding as Credit against Support Obligation

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of **[[name of conservator *without* right to designate residence]/[name of conservator *with* right to designate residence]]**, Temporary 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 order 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 order, the balance due remains an obligation of **[[name of conservator *without* right to designate residence]/[name of conservator *with* right to designate residence]]**, Temporary Obligor, and it is hereby ORDERED that **[[name of conservator *without* right to designate residence]/[name of conservator *with* right to designate residence]]**, Temporary Obligor, pay the balance due directly to the state disbursement unit as specified below.

6.I. Order to Employer

On this date the Court [signed/authorized the issuance of] an Income Withholding for Support. [See form 9-3.]

6.J. Payment

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 conservator *with* right to designate residence]/[name of designated person]/[name of conservator *without* right to designate residence]]**, Temporary Obligee, for the support of the child[ren]. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of obligor]**'s name as the name of the noncustodial parent (NCP), and **[name of obligee]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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 fees.

6.K. Change of Employment

IT IS FURTHER ORDERED that [[**name of conservator without right to designate residence**]/[**name of conservator with right to designate residence**]], Temporary Obligor, shall notify this Court and [[**name of conservator with right to designate residence**]/[**name of designated person**]/[**name of conservator without right to designate residence**]], Temporary 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 conservator without right to designate residence**]/[**name of conservator with right to designate residence**]], Temporary Obligor, and the name and address of [his/her] current employer, whenever that information becomes available.

6.L. Clerk's Duties

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 conservator with right to designate residence**]/[**name of designated person**]/[**name of conservator without right to designate residence**]], Temporary Obligee, [[**name of conservator without right to designate residence**]/[**name of conservator with right to designate residence**]], Temporary Obligor, or an attorney representing Temporary Obligee or Temporary Obligor, the clerk of this Court shall cause a certified copy of the Income Withholding for Support to be delivered to any employer.

If the order to withhold is to be effective only if a delinquency or other violation of the order occurs, include [6.M.](#) See [Tex. Fam. Code §§ 154.007, 158.002.](#)

**6.M. Suspension of Withholding
from Earnings**

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 conservator *without* right to designate residence**]/[**name of conservator *with* right to designate residence**]], Temporary 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 conservator *with* right to designate residence**]/[**name of designated person**]/[**name of conservator *without* right to designate residence**]], Temporary Oblige. For the purpose of this provision, a delinquency has occurred if [[**name of conservator *without* right to designate residence**]/[**name of conservator *with* right to designate residence**]], Temporary 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 conservator *with* right to designate residence**]/[**name of designated person**]/[**name of conservator *without* right to designate residence**]], Temporary Oblige, 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 conservator *with* right to designate residence**]/[**name of designated person**]/[**name of conservator *without* right to designate residence**]], Temporary Oblige,

gee, all payments shall be made through the state disbursement unit and thereafter promptly remitted to **[[name of conservator *with* right to designate residence]/[name of designated person]/[name of conservator *without* right to designate residence]]**, Temporary 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 conservator *with* right to designate residence]/[name of designated person]/[name of conservator *without* right to designate residence]]**, Temporary Obligee, all payments shall be made in accordance with the order to withhold earnings as provided above.

6.N. Health-Care Expenses

Include provisions as required by [Tex. Fam. Code §§ 154.181\(c\)](#) and [154.1815\(d\)](#) for continuation of coverage and/or for payment of health or dental insurance premiums and of unreimbursed health-care expenses. See form [41-10](#).

7. Required Notices

§§ 105.006(e), (e–1), (e–2),
105.007

Required Notices

Include the following four paragraphs of 7. unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraphs in all orders.

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.

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

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

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

8. Warnings to Parties
§ 105.006(d)

Warnings

WARNINGS TO PARTIES: FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FUR-

OTHER 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.

9. Attorney's Fees

Attorney's Fees

9.A. One Party Pays

The Court finds that reasonable attorney's fees and expenses to be paid by [name] to [name]'s attorney are necessary to protect the best interest of the child[ren].

IT IS ORDERED that [name] pay [number] dollars (\$[amount]) to [name and address of attorney] by cash, cashier's check, or money order on or before [time] on [date] for attorney's fees and expenses.

Or

9.B. Each Pays Own

IT IS ORDERED that the attorney's fees in this case are to be borne by the party who incurred them.

10. Costs*Costs*

All costs of court expended in this case are adjudged against [[**name**], Respondent/[**name**], Petitioner/the party who incurred them], for which let execution issue.

11. Enforcement

§153.708

Enforcement

This order may be enforced by or against [**name of designated person**] to the same extent that an order would be enforceable against [**name of conservator with right to designate residence**].

12. Duration

- *Required in All Orders*

Duration

These Temporary Orders shall continue in force until [**name of conservator with right to designate residence**]'s [military deployment/military mobilization/temporary military duty] is concluded, and [**name of conservator with right to designate residence**] returns to [his/her] usual residence, when these Temporary Orders terminate and the rights of all affected parties are governed by the terms of any court order applicable when [**name of conservator with right to designate residence**] is not ordered to [military deployment/military mobilization/temporary military duty] or until further order of this Court.

SIGNED on _____.

JUDGE PRESIDING**13. Approvals**

Include the following in all orders unless there is a motion to sign temporary orders.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the order and do not intend to challenge the order in appellate court, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Form 45-6

This form should be used if the conservator *without* the exclusive right to designate the primary residence of the child is ordered to military deployment, military mobilization, or temporary military duty. (For a form to be used if the conservator *with* the exclusive right to designate the primary residence of the child is ordered to military deployment, military mobilization, or temporary military duty, see form [45-5](#).)

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Temporary Orders in Suit to Modify Parent-Child Relationship
Based on Military Duty**

[Conservator without Right to Designate Residence]

1. Date of Hearing

On [date] the Court heard Petitioner's application for temporary orders based on [Petitioner/Respondent]'s [military deployment/military mobilization/temporary military duty].

2. Appearances

Appearances

2.A. Petitioner

1. In Person and by Attorney

Petitioner, [[name of conservator *with* exclusive right to designate primary residence of child[ren]]/[name of conservator *without* exclusive right to designate primary residence of child[ren]]], appeared in person and through attorney of record, [name], and announced ready.

Or

2. *Agreement*

Petitioner, [[name of conservator *with* right to designate residence]/
[name of conservator *without* right to designate residence]], did not appear in
person but has agreed to the terms of this order as evidenced by Petitioner's
signature below.

2.B. *Respondent*

Respondent, [[name of conservator *without* right to designate resi-
dence]/[name of conservator *with* right to designate residence]],

Select one of the following.

1. *In Person*

appeared in person and announced ready.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default)*

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

5. *Did Not Appear (Waiver)*

having waived issuance and service of citation by waiver duly filed, [include if
applicable: and having entered into this agreement as evidenced by Respon-
dent's signature below,] did not further appear.

6. *Did Not Appear (Agreement)*

did not appear in person but has agreed to the terms of this order as evidenced
by Respondent's signature below.

2.C. Designated Person

[Name of person designated by petitioner to exercise possession,
access, rights, and duties]

Select one of the following.

1. In Person

appeared in person and announced ready.

2. By Attorney

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

3. In Person and by Attorney

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

4. Did Not Appear (Default)

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

5. Did Not Appear (Waiver)

having waived issuance and service of citation by waiver duly filed, **[include if
applicable: and having entered into this agreement as evidenced by [his/her]
signature below,]** did not further appear.

6. Did Not Appear (Agreement)

did not appear in person but has agreed to the terms of this order as evidenced
by [his/her] signature below.

Include [2.D.](#)–[2.F.](#) as applicable.

2.D. Agreed Order

The parties have agreed to the terms of this order as evidenced by their
signatures below.

2.E. Mediation

The parties have already attended mediation regarding temporary orders with [name of mediator].

2.F. Other Parties

Other parties appearing were [name[s]]. [Include if applicable: [Name[s]] [has/have] agreed to the terms of this order, as evidenced by the signature[s] below.]

3. Jurisdiction

Jurisdiction

The Court, after examining the record [include if applicable: and the agreement of the parties] and hearing the evidence and argument of counsel, finds that all necessary prerequisites of the law have been legally satisfied and that this Court has jurisdiction of this case and of all the parties.

4. Child[ren]

Child[ren]

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

Repeat above information for each additional child.

5. Temporary Orders

Temporary Orders

The following temporary orders are for the safety and welfare and in the best interest of the child[ren]:

5.A. Possession and Access

§§ 153.705, 153.376(a),
153.076

IT IS ORDERED that [name of designated person] shall have possession of the child[ren] at times mutually agreed to in advance by the parties and, in the absence of mutual agreement, as follows: [set out times and general conditions for possession of or access to each child that conservator *without* exclusive right to designate primary residence of child[ren] has under prior order].

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

IT IS FURTHER ORDERED that [name of conservator *with* right to designate residence] and [name of designated person] are subject to the provisions of section 153.316 of the Texas Family Code, with [name of designated person] considered for purposes of that section to be the possessory conservator.

IT IS FURTHER ORDERED that [name of designated person] shall have the following rights and duties during periods of possession:

1. the duty of care, control, protection, and reasonable discipline of the child[ren];
2. the duty to provide the child[ren] with clothing, food, and shelter; and
3. 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].

IT IS FURTHER ORDERED that **[name of designated person]** is subject to any provision in a court order restricting or prohibiting access to the child[ren] by any specified individual.

IT IS FURTHER ORDERED that **[name of designated person]** has 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].

IT IS FURTHER ORDERED that **[name of designated person]** has the duty to inform the other conservator[s] of the child[ren] if **[name of designated person]** resides with for at least thirty days, marries, or intends to marry a person who **[name of designated person]** knows is registered as a sex offender under chapter 62 of the Texas 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 notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the fortieth day after the date **[name of designated person]** 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: FAILURE TO PROVIDE THIS NOTICE IS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR.

IT IS FURTHER ORDERED that **[name of designated person]** has the duty to inform the other conservator[s] of the child[ren] if **[name of designated person]** establishes a residence with a person who **[name of designated person]** knows is the subject of a final protective order sought by an individual other than **[name of designated person]** that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date **[name of designated person]** establishes residence with the person who is the subject of the final protective order. WARNING: FAILURE TO PROVIDE THIS NOTICE IS OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR.

IT IS FURTHER ORDERED that **[name of designated person]** has the duty to inform the other conservator[s] of the child[ren] if **[name of designated person]** resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by **[name of designated person]** after the expiration of the sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: FAILURE TO PROVIDE THIS NOTICE IS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR.

IT IS FURTHER ORDERED that [name of designated person] has the duty to inform the other conservator[s] of the child[ren] if [name of designated person] is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator[s] of the child[ren] as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: FAILURE TO PROVIDE THIS NOTICE IS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR.

Include 5.B. if applicable.

5.B. Electronic Communication
§ 153.015

For purposes of this order, “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 of conservator *with* right to designate residence], [name of designated person], and [name of conservator *without* right to designate residence] shall have electronic communication with the child[ren] as follows: [set out times and general conditions of electronic communication between each child and each party].

IT IS ORDERED that [name of conservator *with* right to designate residence] and [name of designated person] shall—

1. provide each other and [name of conservator *without* right to designate residence] with the e-mail address[es] and other electronic communica-

tion access information of the child[ren] within [number] [hours/days] after the Court signs this order;

2. notify each other and [name of conservator *without right to designate residence*] 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[ren] 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.

Include 6. if applicable.

6. *Child Support*

Child Support

If child support is not modified, select 6.A. and omit 6.B. through 6.J.

6.A. *No Change*

IT IS ORDERED that [name of obligor] shall continue to pay child support in accordance with the terms of the prior order of the Court.

If child support is ordered but modified, select 6.B. and continue with the following orders in 6. See paragraphs 5.B. and 5.C. in form 40-5 if semimonthly or weekly payments are ordered.

6.B. *Monthly Payments*

IT IS ORDERED that [name of obligor] pay to [name of obligee] for the support of [name[s] of child[ren]] child support of [number] dollars (\$[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 further order of this Court.

If properly requested by a party or if the support ordered varies from the statutory guidelines, include 6.C. (See form 26-10 for written request.)

6.C. Statement on Guidelines
§ 154.130

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 net resources of [name of obligor] per month are \$[amount].

Include item 3. if applicable.

3. The net resources of [name of obligee] per month are \$[amount].

Include the following as item 4. if suit was filed before September 1, 2021, or if obligor's net resources are \$1,000 per month or more, regardless of when suit was filed.

4. The percentage applied to the first \$9,200 of [name of obligor]'s net resources for child support is [percent] percent.

Or

Include the following as item 4. if suit was filed on or after September 1, 2021, and obligor's net resources are less than \$1,000 per month.

4. The percentage applied to [name of obligor]'s net resources for child support is [percent] percent.

Include item 5. if applicable.

5. 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].

6.D. Withholding from Earnings

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

6.E. Withholding as Credit against Support Obligation

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 order 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 order, 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.

6.F. Order to Employer

On this date the Court [signed/authorized the issuance of] an Income Withholding for Support. [See form 9-3.]

6.G. Payment

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 ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **[name of obligor]**'s name as the name of the noncustodial parent (NCP), and **[name of obligee]**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's web-site at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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 fees.

6.H. Change of Employment

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.

6.I. Clerk's Duties

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 Income Withholding for Support to be delivered to any employer.

If the order to withhold is to be effective only if a delinquency or other violation of the order occurs, include [6.J.](#) See [Tex. Fam. Code §§ 154.007, 158.002.](#)

**6.J. Suspension of Withholding
from Earnings**

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.

6.K. Health-Care Expenses

Include provisions as required by [Tex. Fam. Code §§ 154.181\(c\)](#) and [154.1815\(d\)](#) for continuation of coverage and/or for payment of health or dental insurance premiums and of unreimbursed health-care expenses. See form [41-10](#).

7. Required Notices

§§ 105.006(e), (e-1), (e-2),
105.007

Required Notices

Include the following four paragraphs of [7](#), unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraphs in all orders.

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.

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

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

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

8. Warnings to Parties
§ 105.006(d)

Warnings

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 DENY-
ING 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.

9. Attorney's Fees

Attorney's Fees

9.A. One Party Pays

The Court finds that reasonable attorney's fees and expenses to be paid
by [name] to [name]'s attorney are necessary to protect the best interest of the
child[ren].

IT IS ORDERED that [name] pay [number] dollars (\$[amount]) to
[name and address of attorney] by cash, cashier's check, or money order on or
before [time] on [date] for attorney's fees and expenses.

Or

9.B. Each Pays Own

IT IS ORDERED that the attorney's fees in this case are to be borne by
the party who incurred them.

10. Costs

Costs

All costs of court expended in this case are adjudged against [[name],
Respondent/[name], Petitioner/the party who incurred them], for which let
execution issue.

11. Enforcement

§ 153.708

Enforcement

This order may be enforced by or against **[name of designated person]** to the same extent that an order would be enforceable against **[name of conservator without right to designate residence]**.

12. Duration

- *Required in All Orders*

Duration

These Temporary Orders shall continue in force until **[name of conservator without right to designate residence]**'s [military deployment/military mobilization/temporary military duty] is concluded, and **[name of conservator without right to designate residence]** returns to [his/her] usual residence, when these Temporary Orders terminate and the rights of all affected parties are governed by the terms of any court order applicable when **[name of conservator without right to designate residence]** is not ordered to [military deployment/military mobilization/temporary military duty] or until further order of this Court.

SIGNED on _____.

JUDGE PRESIDING

13. Approvals

Include the following in all orders unless there is a motion to sign temporary orders.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the order and do not intend to challenge the order in appellate court, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:_____
Petitioner_____
Respondent

Form 45-7

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Dismiss

This Motion to Dismiss is brought by **[name of movant]**, **[party designation]**. In support, **[name of movant]** shows:

[Petitioner/Respondent]'s [military deployment/military mobilization/temporary military duty] is concluded, and [Petitioner/Respondent] has returned to [his/her] usual residence. The pending petition should be dismissed and the temporary orders in this suit terminated. The Court should order that the rights of all affected parties be governed by the terms of the court order entitled **[title of order]** and dated **[date]**, which was applicable when [Petitioner/Respondent] was not ordered to [military deployment/military mobilization/temporary military duty].

[Name of movant] prays for general relief.

[Name]
Attorney for **[name of movant]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 45-8

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Granting Dismissal

On [date] the Court considered the Motion to Dismiss of [name] and ORDERS this case dismissed and the temporary orders entered in this case terminated. IT IS FURTHER ORDERED that the rights of all affected parties be governed by the terms of the court order entitled [title of order] and dated [date], which was applicable when [Petitioner/Respondent] was not ordered to [military deployment/military mobilization/temporary military duty]. All costs incurred are taxed against [[name], Respondent/[name], Petitioner/the party who incurred them], for which let execution issue if not paid.

SIGNED on _____.

JUDGE PRESIDING

Form 45-9

This petition to modify an order rendered in a suit affecting the parent-child relationship must be filed under the same docket number in the court of continuing jurisdiction.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition for Additional Periods of Possession and Access**1. *Discovery Level***
*TRCP 190.1**1. *Discovery Level**

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
*§ 201.005**2. *Objection to Assignment of Case to Associate Judge**

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. Parties and Order

§§ 102.008, 156.001 et seq.;
TCPRC § 30.014

3. Parties and Order to Be Modified

This petition for additional periods of possession or access is brought by [name of petitioner], Petitioner. [The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.] Petitioner is the [specify] of the child[ren] and has standing to bring this suit. The requested modification will be in the best interest of the child[ren].

Respondent is [name of respondent].

The order to be modified is entitled [title of order] and was rendered on [date].

4. Jurisdiction

§ 102.008(b)(1)

4. Jurisdiction

This Court has continuing, exclusive jurisdiction of this suit.

5. Child[ren]

§ 102.008(b)(2)

5. Child[ren]

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

Repeat above information for each additional child.

6. Parties Affected

§§ 102.008(b)(3)–(8), 156.003

6. Parties Affected

6.A. Parties

The following parties may be affected by this suit:

Name:

Relationship: [e.g., joint managing conservator, managing conservator, possessory conservator, parent, guardian of person, guardian of estate]

- *Service*
§ 102.009

Select one of the following.

1. Personal

Process should be served [include if applicable: at [address, city, state, zip code]].

2. Waiver

No service is necessary at this time.

3. Substituted
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat for each additional party.

Include 6.B. if any party resides outside Texas.

6.B. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

7. Nonresident Entitled to Citation
§ 102.011

7. Nonresident Entitled to Citation

[Name of nonresident], named above, is a nonresident of Texas.

Select one or more of 7.A.–7.C.

7.A. Personal Service of Citation
§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

7.B. Submission to Jurisdiction
§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

7.C. Other Long-Arm Jurisdiction Facts
§ 102.011(b)(8)

State other facts required for long-arm jurisdiction.

Repeat for each additional nonresident.

8. Property**8. Child[ren]'s Property****8.A. No Change**

There has been no change of consequence in the status of the child[ren]'s property since the prior order was rendered.

Or

8.B. Change Since Prior Order

The following changes in the status of the child[ren]'s property have occurred since the prior order was rendered: **[describe changes]**.

9. Protective Order Statement

§ 102.008(b)(11)

9. Protective Order Statement

Select 9.A. if no order is in effect and no application is pending. Include 9.B. if one or more orders are in effect. Include 9.C. if one or more applications are pending.

9.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

9.B. Order Issued

[Include as applicable: A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of

a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [designations] Court in Cause No. [number] and was entered on [date]. A copy of the order is [attached to this petition as Exhibit [exhibit number/letter]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. **[Repeat as applicable if more than one order is in effect.]**

9.C. Application Pending

An application for [include as applicable: a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [date] in the [designations] Court in Cause No. [number]. **[Repeat as applicable if more than one application is pending.]**

10. Additional Possession and Access
§ 153.709

10. Additional Possession and Access

10.A. Additional Periods of Possession and Access—Grounds

Petitioner, who is a [possessory conservator/joint managing conservator without the exclusive right to designate the primary residence of the child[ren]], concluded [her/his] [military deployment/military mobilization/temporary military duty] less than ninety days ago. Petitioner was on [military deployment/military mobilization/temporary military duty] in a location where access to the child was not reasonably possible.

10.B. Additional Possession and Access—Relief Requested**10.B.1. Additional Possession and Access—Agreement**

Petitioner believes that the parties will enter into a written agreement containing provisions for additional possession of and access to the child[ren].

Or

10.B.2. Additional Possession and Access—Requested Relief

Petitioner requests that the Court compute the periods of possession of or access to the child to which Petitioner would have otherwise been entitled during Petitioner's [military deployment/military mobilization/temporary military duty] and that additional periods of possession of or access to the child[ren] be ordered as follows: [**state additional periods of possession or access requested**].

10.C. Best Interest of Child[ren]

The requested relief is in the best interest of the child[ren].

**11. Attorney's Fees, Expenses,
Costs, and Interest**
 §§ 106.001, 106.002
11. Request for Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Petitioner to secure the services of [**name of attorney**], a licensed attorney, to preserve and protect the child[ren]'s rights. [**Include if applicable:** If the parties are unable to reach an agreement on all issues,] Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial, and a judgment should be rendered in favor of this attorney and against Respondent and be ordered paid directly to Peti-

tioner's attorney, who may enforce the judgment in the attorney's own name.

Petitioner requests postjudgment interest as allowed by law.

12. Prayer

12. Prayer

• *Required in All Petitions*

Petitioner prays that citation and notice issue as required by law and that the Court enter its orders in accordance with the allegations contained in this petition.

Include the following if applicable.

• *Attorney's Fees, Expenses, Costs, and Interest*

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

• *Required in All Petitions*

Petitioner prays for general relief.

[Name]
 Attorney for Petitioner
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit for citation by publication, see the relevant portion of form [41-2](#); for affidavit for citation by other substituted service, see form [8-23](#).

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 45-10

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order for Additional Periods of Possession or Access

1. *Date of Hearing*

On **[date]** the Court heard Petitioner's Petition for Additional Periods of Possession and Access based on Petitioner's **[military deployment/military mobilization/temporary military duty]**.

2. *Appearances*

Appearances

2.A. *Petitioner*

1. *In Person and by Attorney*

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

Or

2. *Agreement*

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.

2.B. *Respondent*

Respondent, **[name of respondent]**,

Select one of the following.

1. *In Person*

appeared in person and announced ready.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default)*

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

5. *Did Not Appear (Waiver)*

having waived issuance and service of citation by waiver duly filed, **[include if applicable: and having entered into this agreement as evidenced by Respondent's signature below,]** did not further appear.

6. *Did Not Appear (Agreement)*

did not appear in person but has agreed to the terms of this order as evidenced by Respondent's signature below.

Continue with the following as applicable.

2.C. Agreed Order

The parties have agreed to the terms of this order as evidenced by their signatures below.

2.D. Other Parties

Other parties appearing were **[name[s] and relationship[s] to child[ren]]**. **[Include if applicable: [Name[s]] [has/have] agreed to the terms of this order, as evidenced by the signature[s] below.]**

3. Jurisdiction*Jurisdiction*

The Court, after examining the record [**include if applicable:** and the agreement of the parties] and hearing the evidence and argument of counsel, finds that all necessary prerequisites of the law have been legally satisfied and that this Court has jurisdiction of this case and of all the parties.

4. Child[ren]*Child[ren]*

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

Repeat above information for each additional child.

5. Orders for Additional Possession and Access

IT IS ORDERED that [**name**] shall have additional possession of and access to the child[ren] at times mutually agreed to in advance by the parties

and, in the absence of mutual agreement, as follows: **[set out times and general conditions for possession of or access to each child that petitioner is awarded]**.

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, are in addition to and not in lieu of the periods of possession and access ordered in the Court's prior order, and are in the best interest of [the/each] child.

6. Required Notices

§§ 105.006(e), (e-1), 105.007

Required Notices

Include the following four paragraphs of 6. unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraph in all orders.

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.

7. Warnings to Parties
§ 105.006(d)

Warnings

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.

8. Attorney's Fees*Attorney's Fees*

Select one of the following.

8.A. One Party Pays

The Court finds that reasonable attorney's fees and expenses to be paid by [name] to [name]'s attorney are necessary to protect the best interest of the child[ren].

IT IS ORDERED that [name] pay [number] dollars (\$[amount]) to [name and address of attorney] by cash, cashier's check, or money order on or before [time] on [date] for attorney's fees and expenses.

Or

8.B. Each Pays Own

IT IS ORDERED that the attorney's fees in this case are to be borne by the party who incurred them.

9. Costs*Costs*

All costs of court expended in this case are adjudged against [[name], Respondent/[name], Petitioner/the party who incurred them], for which let execution issue.

10. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

11. Approvals

Include the following in all orders unless there is a motion to sign temporary orders.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Chapter 46

Authorizations for Care of Child

Form 46-1	Authorization Agreement for Adult Caregiver	93
Form 46-2	[Petition/Motion] for Order Approving Execution of Authorization Agreement[s] for Adult Caregiver	100
Form 46-3	Order Granting Approval to Execute Authorization Agreement[s] for Adult Caregiver	105
Form 46-4	Revocation of Authorization Agreement for Adult Caregiver.	107
Form 46-5	Petition to [Declare Authorization Agreement for Adult Caregiver Void/ Void Authorization Agreement for Adult Caregiver/Declare Authorization Agreement for Adult Caregiver Void or Void Authorization Agreement]	108
Form 46-6	Order [Voiding Authorization Agreement for Adult Caregiver/Declaring Authorization Agreement for Adult Caregiver Void]	112
<i>[Forms 46-7 through 46-10 are reserved for expansion.]</i>		
Form 46-11	Petition for Temporary Authorization for Care of Child	116
Form 46-12	Order for Temporary Authorization for Care of Child.	121
Form 46-13	Motion for Renewal of Temporary Authorization for Care of Child.	128
Form 46-14	Order for Renewal of Temporary Authorization for Care of Child.	130
Form 46-15	Motion for Termination of Temporary Authorization for Care of Child.	134
Form 46-16	Order for Termination of Temporary Authorization for Care of Child	136
<i>[Forms 46-17 through 46-20 are reserved for expansion.]</i>		
Form 46-21	Petition for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child.	138
Form 46-22	Order for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child.	143

Form 46-1

A separate authorization agreement should be prepared for each child. Although chapter 34 of the Texas Family Code permits a parent to enter an authorization agreement with a person with whom the child is placed under a parental child safety placement agreement approved by the Texas Department of Family and Protective Services, this form does not address such a situation, which would undoubtedly involve the department.

Include the following notice if the agreement is filed with the court. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA****Authorization Agreement for Adult Caregiver**

The parties to this authorization agreement are—

Name of parent:

Address:

[Telephone number/Best way to contact]:

Repeat for other parent if applicable.

Name of adult caregiver:

Relationship to child:

Address:

[Telephone number/Best way to contact]:

Include one of the following if only one parent is a party.

The other parent of the child [is deceased/has had [his/her] parental rights terminated].

Or

The other parent of the child is not a party to this authorization agreement. The following information is known about the other parent:

Name:

Address:

[Telephone number/Best way to contact]:

Continue with the following.

The child who is the subject of this authorization agreement is—

Name:

Date of birth:

Sex:

Last three numbers of Social Security number:

The parent[s] authorize[s] the adult caregiver to perform the following acts in regard to the child:

Select one or more of the following.

1. to authorize medical, dental, psychological, or surgical treatment and immunization of the child, including executing any consents or authorizations for the release of information as required by law relating to the treatment or immunization;

And/Or

2. to obtain and maintain health insurance coverage for the child and automobile insurance coverage for the child, if appropriate;

And/Or

3. to enroll the child in a day-care program or preschool or in a public or private elementary or secondary school;

And/Or

4. to authorize the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities;

And/Or

5. to authorize the child to obtain a learner's permit, driver's license, or state-issued identification card;

And/Or

6. to authorize employment of the child;

And/Or

7. to apply for and receive public benefits on behalf of the child;

And/Or

8. to obtain copies or originals of state-issued personal identification documents for the child, including the child's birth certificate, and, to the extent authorized under federal law, copies or originals of federally issued personal identification documents for the child, including the child's Social Security card.

Continue with the following.

The adult caregiver has been given authorization to perform the functions listed above as a result of a voluntary action of the parent[s], and the adult caregiver has voluntarily assumed the responsibility of performing those functions.

Neither the parent[s] nor the adult caregiver has knowledge that a parent, guardian, custodian, licensed child-placing agency, or other authorized agency asserts any claim or authority inconsistent with this authorization agreement with regard to actual physical possession or care, custody, or control of the child.

Include one of the following.

To the best of the [parent's/parents'] and the adult caregiver's knowledge, there is no court order or pending suit affecting the parent-child relationship concerning the child; there is no pending litigation in any court concerning custody, possession, or placement of the child or access to or visitation with the child; and a court does not have continuing jurisdiction concerning the child.

Or

The court with continuing jurisdiction concerning the child is the [number] Court of [county] County, Texas. In cause number [number in which order was issued or litigation is pending], that court has given written approval for the execution of this authorization agreement.

Continue with the following.

To the best of the [parent's/parents'] and the adult caregiver's knowledge, there is no current, valid authorization agreement regarding the child.

This authorization is made in conformance with chapter 34 of the Texas Family Code.

The parent[s] and the adult caregiver understand that each party to this authorization agreement is required by law to immediately provide to each other party information regarding any change in the party's address or contact information.

The parent[s] state[s] that this authorization agreement [is for a term of six months from the date the parties enter into the agreement and renews automatically for six-month terms

unless the agreement terminates as described below/expires on **[date earlier than six months after the date the parties enter into the agreement]]**.

The parent[s] further state[s] that this authorization agreement may be terminated before the term of the agreement expires by a court's entering an order (1) affecting the parent-child relationship; (2) concerning custody, possession, or placement of the child; (3) concerning access to or visitation with the child; or (4) regarding the appointment of a guardian for the child. If such a court order is entered, the agreement may continue if the court entering the order gives written permission.

The parent[s] further state[s] that this authorization agreement may also be terminated before the term of the agreement expires on written revocation by a party to the agreement if the party (1) gives each party written notice of the revocation; (2) files the written revocation with the clerk of the county in which the child resides, the child resided when the agreement was executed, or the adult caregiver resides; and (3) files the written revocation with the clerk of each court (a) that has continuing, exclusive jurisdiction over the child, (b) in which there is a court order or pending suit affecting the parent-child relationship; (c) in which there is pending litigation concerning custody, possession, or placement of the child or concerning access to or visitation with the child; or (d) that has entered an order regarding the appointment of a guardian for the child. **[Include if both parents sign agreement:** Either parent may revoke this authorization without the other parent's consent.]

Warnings and Disclosures

The parties to this authorization agreement acknowledge—

1. that this authorization agreement is an important legal document;
2. that the parent[s] and the adult caregiver must read all of the warnings and disclosures before signing this authorization agreement;

3. that the persons signing this authorization agreement are not required to consult an attorney but are advised to do so;

4. that the parent's rights as a parent may be adversely affected by placing or leaving the parent's child with another person;

5. that this authorization agreement does not confer on the adult caregiver the rights of a managing or possessory conservator or legal guardian;

6. that a parent who is a party to this authorization agreement may terminate the authorization agreement and resume custody, possession, care, and control of the child on demand and that at any time the parent may request the return of the child;

7. that failure by the adult caregiver to return the child to the parent immediately on request may have criminal and civil consequences;

8. that, under other applicable law, the adult caregiver may be liable for certain expenses relating to the child in the adult caregiver's care but that the parent still retains the parental obligation to support the child;

9. that, in certain circumstances, this authorization agreement may not be entered into without written permission of the court;

10. that this authorization agreement may be terminated by certain court orders affecting the child;

11. that this authorization agreement does not supersede, invalidate, or terminate any prior authorization agreement regarding the child;

12. that this authorization agreement is void if a prior authorization agreement regarding the child is in effect and has not expired or been terminated;

13. that, except as provided by section 34.005(a–1) of the Texas Family Code, this authorization agreement is void unless, not later than the tenth day after the authorization agreement is signed, the parties mail to a parent who was not a party to the authorization agreement, to the parent’s last known address, if the parent is living and the parent’s parental rights have not been terminated, one copy of the executed authorization agreement by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable, and one copy of the executed authorization agreement by first-class mail or international first-class mail, as applicable; and

14. that this authorization agreement does not confer on an adult caregiver of the child the right to authorize the performance of an abortion on the child or the administration of emergency contraception to the child.

[Name of parent]

An unsworn declaration may be used in place of a written sworn declaration. See form [8-27](#).

SIGNED under oath before me on _____ by [name of parent].

Notary Public, State of Texas

Repeat for other parent if applicable.

[Name of adult caregiver]

SIGNED under oath before me on _____ [name of adult caregiver].

Notary Public, State of Texas

Form 46-2

Although chapter 34 of the Texas Family Code permits a parent to enter an authorization agreement with a person with whom the child is placed under a parental child safety placement agreement approved by the Texas Department of Family and Protective Services, this form does not address such a situation, which would undoubtedly involve the department.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

Include § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**[Petition/Motion] for Order Approving Execution of Authorization
Agreement[s] for Adult Caregiver**

[Name[s] of petitioner[s] or movant[s]], [Petitioner[s]/Movant[s]], request[s] the Court to issue an order granting [Petitioner[s]/Movant[s]] approval and permission to execute [an] Authorization Agreement[s] for Adult Caregiver. In support, [Petitioner[s]/Movant[s]] show[s]:

Include the following paragraphs 1. through 6. only in a <i>petition</i> .

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]
2. Petitioner[s] object[s] to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.
3. This Petition for Order Approving Execution of Authorization Agreement[s] for Adult Caregiver is brought by [name[s]], Petitioner[s]. [The last three numbers of [Petitioner/[name]]'s driver's license number are [numbers]./[Petitioner/[name]] has not been issued a driver's license.] [The last three numbers of [Petitioner/[name]]'s Social Security number are

[**numbers**]/[Petitioner/[**name**]] has not been issued a Social Security number.] [If applicable, repeat statements for other petitioner.] Petitioner[s] [is/are] the parent[s] of the child[ren].

Include the following if applicable.

Respondent is [**name of respondent**]. [Respondent should be served with process [include if applicable: at [**address, city, state, zip code**]]/No service on Respondent is necessary at this time].

Continue with the following for a *petition*.

4. This Court has continuing, exclusive jurisdiction of this suit.

5. The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

Repeat above information for each additional child.

6. The following parties may be affected by this suit:

Name:

Relationship: [**e.g.**, managing conservator, possessory conservator, parent, guardian of person, guardian of estate]

Select one of the following.

Process should be served [include if applicable: at [**address, city, state, zip code**]].

Or

No service is necessary at this time.

Or

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat for each additional party.

Include the following if any party resides outside Texas.

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

Include appropriate long-arm jurisdiction facts if applicable.

Include the following in a *motion*.

7. Movant[s] [is/are] the [petitioner[s]/respondent[s]] in this case. [Name of respondent] is the [respondent/petitioner].

Continue with the following for a motion or petition.

8. [Petitioner[s]/Movant[s]] request[s] that the Court grant [Petitioner[s]/Movant[s]] approval and permission to execute [an] Authorization Agreement[s] for Adult Caregiver authorizing certain acts permitted by section 34.002 of the Texas Family Code with regard to the child[ren] in the form attached to this [petition/motion] as Exhibit[s] [exhibit number[s]/letter[s]].

9. The adult caregiver is [name of adult caregiver].

10. Approval of execution of the authorization agreement[s] is in the best interest of the child[ren] because [specify].

11. [Petitioner[s]/Movant[s]] pray[s] that the Court grant approval and permission to [Petitioner[s]/Movant[s]] to execute the Authorization Agreement[s] for Adult Caregiver as requested above. **[Include if applicable:** Petitioner[s] pray[s] that citation and notice issue as required by law.] [Petitioner[s]/Movant[s]] pray[s] for general relief.

[Name]

Attorney for [Petitioner[s]/Movant[s]]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following notice of hearing if the case is already pending. Also include certificate of conference and certificate of service if applicable.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Conference

A telephone conference was attempted on **[date]** with **[name]**, the attorney for the opposing party, on the merits of this motion. Agreement could not be reached; therefore, the motion is presented to the Court for a determination.

[Name]

Attorney for [name[s] of movant[s]]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name[s] of movant[s]]

Attach copy of each proposed agreement as exhibit(s).

If this is a *petition*, see form 5-18 for initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance).

Form 46-3

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order Granting Approval to Execute Authorization Agreement[s]
for Adult Caregiver**

On [date] the Court heard the [petition/motion] of [name[s]], the parent[s] of the child[ren] [name[s]], for approval and permission to execute [an] agreement[s] authorizing [name of adult caregiver] to perform certain acts permitted by section 34.002 of the Texas Family Code.

[Petitioner[s]/Movant[s]] appeared in person and through attorney of record, [name].

Include appearance statement for respondent and/or for others cited if applicable.

Include the following for an order on a *petition*.

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

The Court finds that it has jurisdiction of the subject matter and parties in this case and that all persons entitled to citation were properly cited.

The Court finds that [this Court has continuing jurisdiction of the child[ren]/there is a suit pending in this Court affecting the parent-child relationship concerning the child[ren]].

Continue with the following.

After considering the [petition/motion], the Court is of the opinion that permission and approval should be granted.

IT IS THEREFORE ORDERED that permission is given and approval is granted to the child[ren]'s parent[s], [name[s]], to execute [an] agreement[s] with [name of adult caregiver] in the form attached to this order as Exhibit[s] [exhibit number[s]/letter[s]].

SIGNED on _____.

JUDGE PRESIDING

Attach copy of each proposed agreement as exhibit(s).

Form 46-4

Include the following notice if the revocation is filed with the court.
See § 6 of the Introduction in volume 1 of this manual concerning
protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

Revocation of Authorization Agreement for Adult Caregiver

I, **[name]**, a party to the Authorization Agreement for Adult Caregiver signed on **[date]** regarding the child **[name]**, hereby revoke the authorization agreement.

Written notice of this revocation is being given to each party to the agreement by [U.S. mail/**specify other writing**]]. This written revocation is being filed with the appropriate county clerks and court clerks as required by section 34.008 of the Texas Family Code.

SIGNED on _____.

[Name of parent or adult caregiver]

Form 46-5

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Petition to [Declare Authorization Agreement for Adult Caregiver
Void/Void Authorization Agreement for Adult Caregiver/Declare
Authorization Agreement for Adult Caregiver Void or Void
Authorization Agreement]**

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

2. Petitioner[s] object[s] to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This Petition to [Declare Authorization Agreement for Adult Caregiver Void/Void Authorization Agreement for Adult Caregiver/Declare Authorization Agreement for Adult Caregiver Void or Void Authorization Agreement] is brought by [**name[s]**], Petitioner[s], who [is/are] resident[s] of [**county**] County, [**state**]. [The last three numbers of [Petitioner/[**name**]]'s driver's license number are [**numbers**]/[Petitioner/[**name**]] has not been issued a driver's license.] [The last three numbers of [Petitioner/[**name**]]'s Social Security number are [**numbers**]/[Petitioner/[**name**]] has not been issued a Social Security number.] **[If applicable, repeat statements for other petitioner.]**

Respondent[s] [is/are] [**name[s] of respondent[s]**]. [Respondent **[include if applicable: [name]]** should be served with process **[include if applicable: at [address, city, state, zip code]]**/No service on Respondent **[include if applicable: [name]]** is necessary at this time]. **[If applicable, repeat service information for other respondent.]**

The child [**name of child**] is the subject of the Authorization Agreement for Adult Caregiver that Petitioner[s] seek[s] to have [declared void/voided/declared void or voided].

4. Petitioner[s] seek[s] a judgment [declaring that the Authorization Agreement for Adult Caregiver dated [**date**] regarding [**name of child**] is void/voiding the Authorization Agreement for Adult Caregiver dated [**date**] regarding [**name of child**]/declaring that the Authorization Agreement for Adult Caregiver dated [**date**] regarding [**name of child**] is void or voiding the authorization agreement]. A copy of the agreement is attached to this petition as Exhibit [**exhibit number/letter**].

Select one or more of the following if seeking to have authorization agreement declared void.

5. [**Name[s]**], [a] parent[s] of the child, executed the authorization agreement without a written order by the appropriate court when [there [was/is] a court order or pending suit affecting the parent-child relationship concerning the child/there [was/is] pending litigation in a court concerning custody, possession, or placement of the child or access to or visitation with the child/the court had continuing, exclusive jurisdiction over the child].

And/Or

6. Only one parent signed the authorization agreement, the other parent was living, and that parent's parental rights had not been terminated. The parties to the agreement [failed to mail a copy of the executed agreement by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable, to the parent who was not a party to the agreement at that parent's last known address not later than the tenth day after the date the authorization agreement was executed/[and]/failed to mail an additional copy of the executed agreement by first-class mail or international first-class mail, as applicable, to the parent who was not a party to the agreement at that parent's last known address not later than the tenth day after the date the authorization agreement was executed.] The exception to the

requirement for mailing a copy of the agreement that is provided in Texas Family Code section 34.005(a–2) does not apply.

And/Or

7. When the authorization agreement was executed, a prior authorization agreement concerning the child was in effect and had not expired or been terminated.

Continue with the following if seeking to have authorization agreement declared void.

8. The Court should declare the authorization agreement void and further declare the following acts taken by the adult caregiver void: **[specify acts taken that require voiding]**.

Select one or both of the following if seeking to have voidable authorization agreement voided.

9. **[Name[s]]**, [a party/the parties] to the authorization agreement, knowingly [obtained the authorization agreement by fraud, duress, or misrepresentation/made a false statement on the authorization agreement].

And/Or

10. On **[date]** **[name]**, a party to the authorization agreement, changed [his/her] [address/contact information/address and contact information] and failed to inform each other party to the agreement of the change[s].

Continue with the following if seeking to have voidable authorization agreement voided.

11. The Court should declare the authorization agreement void effective **[date]** and further declare all acts taken by the adult caregiver after that date void.

Continue with the following.

Petitioner[s] pray[s] that citation and notice issue as required by law, that the Court [declare the attached authorization agreement void/void the attached authorization agreement/

declare the attached authorization agreement void or void the agreement] as requested, and for all further relief authorized by law.

[Name]

Attorney for Petitioner[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 46-6

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order [Voiding Authorization Agreement for Adult Caregiver/
Declaring Authorization Agreement for Adult Caregiver Void]**

On [date] the Court heard [Petitioner's/Petitioners'] Petition to [Declare Authorization Agreement for Adult Caregiver Void/Void Authorization Agreement for Adult Caregiver/Declare Authorization Agreement for Adult Caregiver Void or Void Authorization Agreement].

Petitioner[s], [name[s]], appeared in person and through attorney of record, [name].

Respondent[s], [name[s]], appeared in person and through attorney of record, [name].

Select one of the following.

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

Or

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

Continue with the following.

The Court finds that it has jurisdiction of the subject matter and parties in this case and that all persons entitled to citation were properly cited.

Select one or more of the following if agreement is void.

The Court further finds that [name[s]], [a] parent[s] of the child, executed the authorization agreement without a written order by the appropriate court when [there [was/is] a court order or pending suit affecting the parent-child relationship concerning the child/there [was/is] pending litigation in a court concerning custody, possession, or placement of the child or access to or visitation with the child/the court had continuing, exclusive jurisdiction over the child].

And/Or

The Court further finds that only one parent signed the authorization agreement, the other parent was living, that parent's parental rights had not been terminated, and the parties to the agreement [failed to mail a copy of the executed agreement by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable, to the parent who was not a party to the agreement at that parent's last known address not later than the tenth day after the date the authorization agreement was executed/[and]/failed to mail an additional copy of the executed agreement by first-class mail or international first-class mail, as applicable, to the parent who was not a party to the agreement at that parent's last known address not later than the tenth day after the date the authorization agreement was executed.] The exception to the requirement for mailing a copy of the agreement that is provided in Texas Family Code section 34.005(a-2) does not apply.

And/Or

The Court further finds that, at the time the authorization agreement was executed, a prior authorization agreement concerning the child was in effect and had not expired or been terminated.

Continue with the following if agreement is void.

IT IS THEREFORE ORDERED that the Authorization Agreement for Adult Caregiver dated **[date]** concerning the child **[name]** is void.

IT IS FURTHER ORDERED that all actions of the adult caregiver, **[name]**, taken at any time are declared void, and the following actions of the adult caregiver are specifically declared to be void: **[specify acts taken that require voiding]**.

Select one or both of the following if voidable agreement is declared void.

The Court further finds that **[name[s]]**, [a party/the parties] to the authorization agreement, knowingly [obtained the authorization agreement by fraud, duress, or misrepresentation/made a false statement on the authorization agreement].

And/Or

The Court further finds that on **[date]** **[name]**, a party to the authorization agreement, changed [his/her] [address/contact information/address and contact information] and failed to inform each other party to the agreement of the change[s].

Continue with the following if voidable agreement is declared void.

IT IS THEREFORE ORDERED that the Authorization Agreement for Adult Caregiver dated **[date]** concerning the child **[name]** is declared void.

IT IS FURTHER ORDERED that all actions of the adult caregiver, **[name]**, taken since **[date]** are void, and the adult caregiver is ORDERED to take no further action.

Continue with the following in all orders.

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Forms 46-7 through 46-10 are reserved.

Form 46-11

The petition must be filed in the district court in the county in which the petitioner resides. [Tex. Fam. Code § 35.002](#). The petition must be styled “ex parte,” be in the name of the child, and be verified by the petitioner. [Tex. Fam. Code § 35.003\(a\)\(1\), \(2\)](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. The suit must be styled “ex parte” and be in the name of the child.]

Petition for Temporary Authorization for Care of Child

[Name[s] of petitioner[s]], Petitioner[s], request[s] the Court to issue an order granting Petitioner[s] temporary authorization for care of the child, **[name of child]**. In support, Petitioner[s] show[s]:

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**
2. Petitioner[s] object[s] to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.
3. This Petition for Temporary Authorization for Care of Child is brought by **[name[s]]**, Petitioner[s]. [The last three numbers of [Petitioner/[name]]’s driver’s license number are **[numbers]**./[Petitioner/[name]] has not been issued a driver’s license.] [The last three numbers of [Petitioner/[name]]’s Social Security number are **[numbers]**./[Petitioner/[name]] has not been issued a Social Security number.] [Petitioner/[name]]’s date of birth is **[date of birth]**. [Petitioner/[name]]’s current physical address is **[address]**. **[If applicable, repeat statements for other petitioner.]**

Include the following if applicable.

Respondent is **[name of respondent]**. [Respondent should be served with process **[include if applicable: at [address, city, state, zip code]]**/No service on Respondent is necessary at this time].

4. [No court has continuing jurisdiction of this suit or of the child the subject of this suit./A court order designating [conservatorship/guardianship] over the child the subject of this suit was entered on **[date]** in the **[designation of court]** Court of **[county]**, **[state]**, and a copy is attached as Exhibit **[exhibit number/letter]**.]

5. The following child is the subject of this suit:

Name:

Sex:

Birth date:

Current physical address:

6. The following parties may be affected by this suit:

Name:

Current physical address:

Current mailing address:

Relationship: **[e.g., managing conservator, possessory conservator, parent, guardian of person, guardian of estate]**

[Process should be served [include if applicable: at [address, city, state, zip code]]./No service is necessary at this time./Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].]

Repeat for each additional party.

Include the following if any party resides outside Texas.

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

Include appropriate long-arm jurisdiction facts if applicable.

7. [Petitioner[s] [is/are] [describe relationship to child].
8. [There are no court proceedings with respect to the child in Texas or another state known to Petitioner[s]./There is a [criminal/civil] court proceeding with respect to the child pending in the [designation] Court of [county], [state].] [Describe status as applicable. If there is a proceeding with any order that designates conservatorship or guardian of the child, attach the order as an exhibit.]
9. The child the subject of this suit has resided with Petitioner[s] for at least the preceding thirty days. During the preceding twelve-month period, the child the subject of this suit has resided with Petitioner[s] on the following dates: [dates].
10. Petitioner[s] [does/do] not have an authorization agreement under chapter 34 of the Texas Family Code or other signed, written documentation from a parent, conservator, or guardian of the child the subject of this suit that enables Petitioner[s] to provide necessary care for the child the subject of this suit.
11. Granting Petitioner[s] temporary authorization to care for the child the subject of this suit is in the best interest of the child because [specify as applicable: Petitioner[s] [is/are]

unable to [obtain the following services/[and]/undertake the following actions] on behalf of the child without authorization from the Court: [**specify services and/or actions**]/Petitioner[s] [is/are] unable to obtain signed, written documentation from a parent, conservator, or guardian of the child because [**state reasons**]/[**State any other reason supporting request for temporary authorization**]].

12. Petitioner[s] request the Court to grant temporary authorization to care for the child the subject of this suit for a period of [**specify**].

13. Petitioner[s] pray[s] that the Court grant this Petition for Temporary Authorization for Care of Child as requested above. [**Include if applicable:** Petitioner[s] pray[s] that citation and notice issue as required by law.] Petitioner[s] pray[s] for general relief.

[Name]

Attorney for Petitioner[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a written sworn declaration. See form 8-27 .

Verification

The undersigned states under oath: “I am Petitioner in the foregoing Petition for Temporary Authorization for Care of Child. I have personal knowledge of the allegations and facts stated herein, and they are true and correct.”

[Name of petitioner]

Signed under oath before me on_____.

Notary Public, State of Texas

Repeat for other petitioner if applicable.

Attach copy of conservatorship or guardianship order as exhibit if applicable.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 46-12

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. The suit must be styled “ex parte” and be in the name of the child.]

Order for Temporary Authorization for Care of Child

1. *Date of Hearing*

On **[date]** the Court heard this case.

2. *Appearances*

Appearances

2.A. *Petitioner[s]*

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

Repeat for other petitioner if applicable.

Include the following if applicable.

2.B. *Respondent[s]*

Respondent[s], **[name[s] of respondent[s]]**,

Select one of the following

1. *In Person*

appeared in person and announced ready for trial.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Did Not Appear (Default after Appearance)*

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

Repeat for each additional respondent.

2.C. Other Parties

Other parties appearing were [name[s] and relationship[s] to child[ren]].

3. Jurisdiction

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that [no other court has continuing, exclusive jurisdiction of this case/a court order designating conservatorship or guardianship over the child the subject of this suit was entered on [date] in the [designation of court] Court of [county], [state]].

The Court finds that the child the subject of this suit has resided with Petitioner[s] for at least the preceding thirty days and that Petitioner[s] [does/do] not have an authorization agreement under chapter 34 of the Texas Family Code or other signed, written documentation from a parent, conservator, or guardian of the child the subject of this suit that enables Petitioner[s] to provide necessary care for the child the subject of this suit.

All persons entitled to citation were properly cited.

4. Record

Record

4.A. Waived

§ 105.003(c)

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

Or

4.B. Reporter

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

5. Child

The Court finds that the following child is the subject of this suit:

Name:

Sex:

Birth date:

Current physical address:

6. Findings*Findings***6.A. Relief Denied**

The Court finds that an objection was made to the Petition for Temporary Authorization for Care of Child by the child's parent, conservator, or guardian.

The Court finds that the Petition for Temporary Authorization for Care of Child should be denied. IT IS ORDERED that all relief requested in the Petition for Temporary Authorization for Care of Child is DENIED.

The Petition for Temporary Authorization for Care of Child is therefore dismissed without prejudice.

Or

6.B. Relief Granted

The Court finds that the child the subject of this suit does not have a parent, conservator, guardian, or other legal representative available to give the necessary consent and that no objection to this petition was made by the child's parent, conservator, or guardian.

The Court finds that the material allegations in the Petition for Temporary Authorization for Care of Child are true and that the requested temporary authorization is necessary to the child's welfare and in the best interest of the child.

IT IS ORDERED that the Petition for Temporary Authorization for Care of Child is GRANTED.

If relief is granted, continue with the following as appropriate.
If relief is denied, go to 11.

7. Person[s] Granted Temporary Authorization

Person[s] Granted Temporary Authorization

Temporary authorization for care of the child is granted for the following Petitioner[s]:

Name:

Birth date:

Repeat for other petitioner if applicable.

8. Specific Authorizations Granted

Authorization[s] Granted

IT IS ORDERED that Petitioner[s] [is/are] specifically authorized to do the following:

Select as applicable.

1. Consent to medical, dental, psychological, and surgical treatment and immunization of the child.

And/Or

2. Execute any consent or authorization for the release of information as required by law relating to medical, dental, psychological, and surgical treatment and immunization of the child.

And/Or

3. Obtain and maintain any public benefit for the child.

And/Or

4. Enroll the child in a day-care program, preschool, or public or private primary or secondary school.

And/Or

5. Authorize the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities.

And/Or

6. Authorize or consent to any other care for the child essential to the child's welfare.

9. Does Not Supersede Other Court Orders

Does Not Supersede Other Court Orders

This temporary authorization order does not supersede any rights of a parent, conservator, or guardian as provided by court order.

10. Expiration

Expiration

This temporary authorization order expires [one year from the date this order is signed by the Court/on **[date]**] unless otherwise renewed or terminated by further order of the Court.

11. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

12. Date of Order*Date of Order*

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

Form 46-13

If filed in a court other than the court that issued the original authorization or after expiration of the authorization, a petition rather than a motion would be required. See form [46-11](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. The suit must be styled “ex parte” and be in the name of the child.]

Motion for Renewal of Temporary Authorization for Care of Child

[Name[s] of movant[s]], Movant[s], request[s] the Court to issue an order granting [Movant’s/Movants’] request for renewal of the temporary authorization for care of the child, **[name of child]**. Movant[s] [is/are] the petitioner[s] in this case. In support, Movant[s] show[s]:

1. A temporary authorization order was granted by the Court on **[date]** and expires on **[date]**. A copy of the order is attached to this motion as Exhibit **[exhibit number/letter]**.
2. Movant[s] request[s] that the Court renew the temporary authorization order granted on **[date]** for a period of not more than one year from the date of expiration because there is a continuing need for the temporary authorization order in that **[state facts showing continuing need]**.

Movant[s] pray[s] that the Court grant this Motion for Renewal of Temporary Authorization for Care of Child as requested above.

[Name]
 Attorney for Movant[s]
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
 in **[designation and location of court]**.

SIGNED on _____.

 Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]
 Attorney for **[name[s] of movant[s]]**

Attach copy of existing temporary authorization order.

Form 46-14

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. The suit must be styled “ex parte” and be in the name of the child.]

Order for Renewal of Temporary Authorization for Care of Child

On [date] the Court considered the Motion for Renewal of Temporary Authorization for Care of Child of [name[s] of movant[s]], Movants.

[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].]

The Court finds that the following child is the subject of this suit:

Name:

Sex:

Birth date:

Current physical address:

Include the following paragraph if the motion is denied.

[Include as applicable: The Court finds that an objection was made to the Motion for Renewal of Temporary Authorization for Care of Child by the child’s parent, conservator, or guardian./The Court finds that there is no continuing need for the temporary authorization for care of child.] The Court finds that the motion should be denied. IT IS ORDERED that all

relief requested in the Motion for Renewal of Temporary Authorization for Care of Child is DENIED.

Include the following paragraphs if the motion is granted.

The Court finds that the child the subject of this suit does not have a parent, conservator, guardian, or other legal representative available to give the necessary consent and that no objection to this motion was made by the child's parent, conservator, or guardian.

The Court finds that the material allegations in the Motion for Renewal of Temporary Authorization for Care of Child are true, that the requested renewal of temporary authorization is necessary to the child's welfare and in the best interest of the child, that there is a continuing need for the temporary authorization for care of child, and that the motion should be granted.

IT IS ORDERED that the Motion for Renewal of Temporary Authorization for Care of Child is [GRANTED/GRANTED IN PART AND DENIED IN PART].

Temporary authorization for care of the child is granted for the following Movant[s]:

Name:

Date of birth:

Repeat for other movant if applicable.

IT IS ORDERED that Movant[s] [is/are] specifically authorized to do the following:

Select as applicable.

1. Consent to medical, dental, psychological, and surgical treatment and immunization of the child.

And/Or

2. Execute any consent or authorization for the release of information as required by law relating to medical, dental, psychological, and surgical treatment and immunization of the child.

And/Or

3. Obtain and maintain any public benefit for the child.

And/Or

4. Enroll the child in a day-care program, preschool, or public or private primary or secondary school.

And/Or

5. Authorize the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities.

And/Or

6. Authorize or consent to any other care for the child essential to the child's welfare.

This temporary authorization order expires [one year from the date this order is signed by the Court/on **[date]**] unless otherwise renewed or terminated by further order of the Court.

This temporary authorization order does not supersede any rights of a parent, conservator, or guardian as provided by court order.

Continue with the following.

IT IS ORDERED that all relief requested in this motion and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Form 46-15

If filed in a court other than the court that issued or renewed the authorization, a petition rather than a motion would be required.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. The suit must be styled “ex parte” and be in the name of the child.]

**Motion for Termination of Temporary Authorization for Care of
Child**

[**Name[s] of movant[s]**], Movant[s], request[s] the Court to issue an order granting [Movant’s/Movants’] request for termination of the temporary authorization for care of the child, [**name of child**]. Movant[s] [is/are] the [petitioner[s] in this case/[parent[s]/conservator[s]/guardian] of [**name of child**]]. In support, Movant[s] show[s]:

1. A temporary authorization order was granted by the Court on [**date**] and expires on [**date**]. A copy of the order is attached to this motion as Exhibit [**exhibit number/letter**].

2. Movant[s] request[s] that the Court terminate the temporary authorization order granted on [**date**] because there is no longer a need for the temporary authorization order.

Movant[s] pray[s] that the Court grant this Motion for Termination of Temporary Authorization for Care of Child as requested above.

[Name]
Attorney for Movant[s]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name[s] of movant[s]]

Attach copy of existing temporary authorization order.

Form 46-16

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. The suit must be styled “ex parte” and be in the name of the child.]

Order for Termination of Temporary Authorization for Care of Child

On **[date]** the Court considered the Motion for Termination of Temporary Authorization for Care of Child of **[name[s] of movant[s]]**.

Select one of the following.

The Court finds that there is a continuing need for the temporary authorization for care of child and that the motion should be denied. IT IS ORDERED that the Motion for Termination of Temporary Authorization for Care of Child is DENIED.

Or

The Court finds that there is no need for the temporary authorization for care of child and that the Order for Temporary Authorization for Care of Child should be terminated. IT IS ORDERED that the Motion for Termination of Temporary Authorization for Care of Child is GRANTED and that all temporary authorizations granted to **[name[s] of person[s] with prior temporary authorizations]** expire as of the date of this order.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Forms 46-17 through 46-20 are reserved.

Form 46-21

The petition must be filed in the district court in the county in which the petitioner resides. [Tex. Fam. Code § 35A.002](#). The petition must be styled “ex parte,” be in the name of the child, and be verified by the petitioner. [Tex. Fam. Code § 35A.003](#)(1), (2).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. The suit must be styled “ex parte” and be in the name of the child.]

**Petition for Temporary Authorization to Consent to Voluntary
Inpatient Mental Health Services for Child**

[Name[s] of petitioner[s]], Petitioner[s], request[s] the Court to issue an order granting Petitioner[s] temporary authorization to consent to voluntary inpatient mental health services for the child, **[name of child]**. In support, Petitioner[s] show[s]:

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**
2. Petitioner[s] object[s] to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.
3. This Petition for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child is brought by **[name[s]]**, Petitioner[s]. [The last three numbers of [Petitioner/[**name**]]’s driver’s license number are **[numbers]**./[Petitioner/[**name**]] has not been issued a driver’s license.] [The last three numbers of [Petitioner/[**name**]]’s Social Security number are **[numbers]**./[Petitioner/[**name**]] has not been issued a Social Security number.] [Petitioner/[**name**]]’s date of birth is **[date of birth]**. [Petitioner/[**name**]]’s current physical address is **[address]**. **[If applicable, repeat statements for other petitioner.]**

Include the following if applicable.

Respondent is **[name of respondent]**. [Respondent should be served with process **[include if applicable: at [address, city, state, zip code]]**/No service on Respondent is necessary at this time].

4. [No court has continuing jurisdiction of this suit or of the child the subject of this suit./A court order designating [conservatorship/guardianship] over the child the subject of this suit was entered on **[date]** in the **[designation]** Court of **[county]**, **[state]**, and a copy is attached as Exhibit **[exhibit number/letter]**.]

5. The following child is the subject of this suit:

Name:

Sex:

Birth date:

Current physical address:

6. The following parties may be affected by this suit:

Name:

Current physical address:

Current mailing address:

Relationship: **[e.g., managing conservator, possessory conservator, parent, guardian of person, guardian of estate]**

[Process should be served [include if applicable: at [address, city, state, zip code]]./No service is necessary at this time./Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].]

Repeat for each additional party.

Include the following if any party resides outside Texas.

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

Include appropriate long-arm jurisdiction facts if applicable.

7. Petitioner[s] [is/are] the child's [grandparent[s]/adult [brother/sister]/adult [aunt/uncle]] and [is/are] eligible to consent to treatment under section 32.001[(a)(1)/(a)(2)/(a)(3)] of the Texas Family Code.

8. [There are no court proceedings with respect to the child in this state or another state known to Petitioner[s]./There is a [criminal/civil] court proceeding with respect to the child pending in the [designation] Court of [county], [state].] [Describe status as applicable. If there is a proceeding with any order that designates conservatorship or guardian of the child, attach the order as an exhibit.]

9. Petitioner[s] [has/have] had actual care, custody, and control of the child for the preceding six months. During that six-month period, the child has resided with Petitioner[s] on the following dates: [dates].

10. Petitioner[s] [is/are] unable to obtain signed, written documentation from a parent, conservator, or guardian of the child because [state reasons].

11. A certificate of medical examination for mental illness prepared by a physician who examined the child on [date not earlier than third day before petition is filed] is attached to

this petition as Exhibit [exhibit number/letter], accompanied by a sworn statement, as Exhibit [exhibit number/letter], containing the physician's opinion, and the detailed reasons for that opinion, that the child is a person with mental illness or who demonstrates symptoms of a serious emotional disorder and who presents a risk of serious harm to self or others if not immediately restrained or hospitalized.

12. Petitioner[s] pray[s] that the Court grant this Petition for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child as requested above. [Include if applicable: Petitioner[s] pray[s] that citation and notice issue as required by law.] Petitioner[s] pray[s] for general relief.

[Name]
 Attorney for Petitioner[s]
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of a written sworn declaration. See form 8-27 .

Verification

The undersigned states under oath: "I am Petitioner in the foregoing Petition for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child. I have personal knowledge of the allegations and facts stated herein, and they are true and correct."

[Name of petitioner]

Signed under oath before me on_____.

Notary Public, State of Texas

Repeat for other petitioner if applicable.

Attach copy of conservatorship or guardianship order if applicable.

Attach certificate of mental examination.

Attach physician's sworn statement.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 46-22

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. The suit must be styled “ex parte” and be in the name of the child.]

Order for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child

1. *Date of Hearing*

On [date] the Court heard this case.

2. *Appearances*

Appearances

2.A. *Petitioner[s]*

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

Include the following if applicable.

2.B. *Respondent[s]*

Respondent[s], [name[s] of respondent[s]],

Select one of the following.

1. *In Person*

appeared in person and announced ready for trial.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Did Not Appear (Default after Appearance)*

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

Repeat for each additional respondent.

2.C. Other Parties

Other parties appearing were [name[s] and relationship[s] to child[ren]].

3. Jurisdiction

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that [no other court has continuing, exclusive jurisdiction of this case/a court order designating conservatorship or guardianship over the child the subject of this suit was entered on [date] in the [designation] Court of [county], [state]].

The Court finds that Petitioner[s] [is/are] eligible to consent to treatment under section 32.001[(a)(1)/(a)(2)/(a)(3)] of the Texas Family Code and that Petitioner[s] [has/have] had actual care, custody, and control of the child for the preceding six months.

All persons entitled to citation were properly cited.

4. Record

Record

4.A. Waived
§ 105.003(c)

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

Or

4.B. Reporter

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

5. Child

The Court finds that the following child is the subject of this suit:

Name:

Sex:

Birth date:

Current physical address:

6. Findings*Findings***6.A. Relief Denied**

The Court finds that an objection was made to the Petition for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child by the child's parent, conservator, or guardian.

The Court finds that the Petition for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child should be denied. IT IS ORDERED that all relief requested in the Petition for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child is DENIED.

The Petition for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child is therefore dismissed.

Or

6.B. Relief Granted

The Court finds that the child the subject of this suit does not have a parent, conservator, guardian, or other legal representative available to give consent under section 572.001 of the Texas Health and Safety Code and that no objection to this petition was made by the child's parent, conservator, or guardian.

The Court finds by clear and convincing evidence that the child is a person with mental illness or who demonstrates symptoms of a serious emotional disorder and who presents a risk of serious harm to self or others if not immediately restrained or hospitalized.

IT IS ORDERED that the Petition for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child is GRANTED.

If relief is granted, include paragraph 7.

7. Expiration

Expiration

This temporary authorization order expires on the earliest of (1) the date Petitioner[s] request[s] that the child be discharged from the mental health facility; (2) the date a physician determines that the child is no longer a person with mental illness or who demonstrates symptoms of a serious emotional disorder and who presents a risk of serious harm to self or others if not immediately restrained or hospitalized; or (3) the tenth day after the date this order is issued. However, if Petitioner[s] obtain[s] an order for temporary managing conservatorship before the tenth day after the date this order is issued, this order expires on the earlier of (1) the date Petitioner[s] request[s] that the child be discharged from the mental health facility or (2) the date a physician determines that the child is no longer a person with mental illness or who demonstrates symptoms of a serious emotional disorder and who presents a risk of serious harm to self or others if not immediately restrained or hospitalized.

8. Relief Not Granted

• Required in All Orders

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

9. Date of Order*Date of Order*

Select one of the following.

SIGNED on _____.

Or

This order 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

_____.

Continue with the following.

JUDGE PRESIDING

Chapter 50

Termination

Form 50-1	Original Petition to Terminate Parent-Child Relationship	151
Form 50-2	Order of Termination	184
Form 50-3	Original Petition to Terminate Parent-Child Relationship [Nongenetic Father]	215
Form 50-4	Order of Dismissal	227
Form 50-5	Order for Genetic Testing [Termination for Nongenetic Father].	232
Form 50-6	[Order of Termination/Order Denying Termination] [Nongenetic Father]	233

Form 50-1

This form is not intended for use in suits filed by governmental entities.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition to Terminate Parent-Child Relationship**1. Discovery Level**
*TRCP 190.1**1. Discovery Level*

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

**2. Objection to Assignment of
Case to Associate Judge**
*§ 201.005**2. Objection to Assignment of Case to Associate Judge*

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. Petitioner
§ 102.003

Suit may be brought by the child through a representative authorized by the court. [Tex. Fam. Code § 102.003](#). For such a case, the following language is suggested: “This suit is brought by the child[ren] the subject of this suit through **[name of representative]**, whose residence is **[address, city, state]**, who is **[years]** years of age and who is authorized by this Court to bring this suit on behalf of the child[ren].”

3. Petitioner

Select [3.A.](#) or [3.B.](#)

3.A. Individual Petitioner[s]
§§ 102.003, 102.008(b)(3);
TCPRC § 30.014

This suit is brought by **[name]**, Petitioner **[include if applicable: , and by **[name]**, Petitioner]**.

[The last three numbers of [Petitioner/**[name]**]'s driver's license number are **[numbers]**./[Petitioner/**[Name]**] has not been issued a driver's license.]

[The last three numbers of [Petitioner/**[name]**]'s Social Security number are **[numbers]**./[Petitioner/**[Name]**] has not been issued a Social Security number.]

[If applicable, repeat statements for second petitioner.]

Include the following if applicable.

This suit is filed before the birth of the child. A parent has executed a statement to confer standing pursuant to section 102.0035 of the Texas Family Code, and a copy of that statement is attached as Exhibit **[exhibit number/letter]**.

Select [3.A.1.](#) or [3.A.2.](#)

3.A.1. Not Related to Child[ren]

Petitioner[s] **[is/are]** not related to the child[ren] the subject of this suit.

Or

3.A.2. Relationship to Child[ren]

Petitioner[s] [is/are] the [**relationship**] of the child[ren] the subject of this suit.

Select if agency is petitioner.

3.B. Agency Petitioner
§§ 102.003, 101.002

This suit is brought by [**name of agency**], an authorized agency, located at [**address, city, state**].

4. Jurisdiction
§§ 102.002, 102.008(b)(1),
155.001, 155.101**4. Jurisdiction**

Select [4.A.](#) or [4.B.](#)

4.A. No Prior Proceedings

No court has continuing jurisdiction of this suit or of the child[ren] the subject of this suit.

4.B. Subsequent Action

This Court has acquired and retains continuing, exclusive jurisdiction of this suit and of the child[ren] the subject of this suit as a result of prior proceedings.

Include [4.C.](#) if any party resides outside Texas.

4.C. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [**exhibit number/letter**].

**5. Interstate Placement
Information**

§ 162.002

- *Required*

5. Interstate Placement Information

A verified allegation or statement complying with section 162.002 of the Texas Family Code is attached to this petition as Exhibit [**exhibit number/letter**] and incorporated for all purposes.

6. Child[ren]**6. Child[ren]****6.A. Already Born**

§ 102.008(b)(2)

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

Or

6.B. Not Yet Born

This petition is filed before the birth of the child who is due to be born on [**date**].

7. Person[s] Entitled to Citation
§ 102.009

7. Person[s] Entitled to Citation

If the parents are of the same sex, amend 7.A. and 7.B. as appropriate.

Do not include 7.A. if the mother is the petitioner.

7.A. Mother
§ 102.008(b)(4)

The mother of the child[ren] the subject of this suit is [name].

• **Service**
§ 102.009(a)(7)

Select one of the following.

1. Personal

Process should be served [include if applicable: at [address, city, state, zip code]].

2. Waiver

No service is necessary at this time.

3. Substituted
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Continue with the following if applicable. Do not include 7.B. if the father is the petitioner or if the child has no presumed or acknowledged father.

**7.B. Presumed/Acknowledged
Father**
§ 102.008(b)(4)

The [presumed/acknowledged] father of the child[ren] the subject of this suit is [name].

- *Service*
§ 102.009(a)(7)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Continue with the following if applicable.

7.C. ***Alleged Father***
§ 102.008(b)(8)

Include 7.C.1. if applicable.

7.C.1. *No Presumed or
Acknowledged Father*

The child[ren] [has/have] no presumed or acknowledged father.

Continue with 7.C.2. only if the alleged father has signed an affidavit of waiver of interest.

7.C.2. *Service*
§§ 102.009(a)(8),
161.002(b)

The man alleged to be the father is [**name**]. No service is necessary at this time.

Continue with the following if applicable.

7.D. Man (Other Than Alleged Father) Who Registered

[Name] has registered with the paternity registry under chapter 160 of the Texas Family Code. The address [name] provided the registry is [address, city, state].

- Service
§ 102.009(a)(9)

Select one of the following.

1. Personal

Process should be served [include if applicable: at [address, city, state, zip code]].

2. Waiver

No service is necessary at this time.

3. Substituted
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Continue with the following.

7.E. Court-Ordered Relationships

Select [7.E.1.](#) or [7.E.2.](#)

7.E.1. None Existing

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

7.E.2. *Court-Ordered Relationships*
§ 102.008(b)(5)–(7)

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

• *Service*
§ 102.009

If 7.E.2. is used, select one of the following.

1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Repeat 7.E.2. for each additional person having a court-ordered relationship with the child(ren).

If appropriate, include provisions for service on the Department of Family and Protective Services and/or on the attorney general as required by [Tex. Fam. Code § 102.009\(a\)\(10\)](#), (d).

8. Property
§ 102.008(b)(9)

8. Property

8.A. No Property

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

Or

8.B. Property

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: **[describe and state value of property for each child]**.

9. Protective Order Statement
§ 102.008(b)(11)

9. Protective Order Statement

Select [9.A.](#) if no order is in effect and no application is pending. Include [9.B.](#) if one or more orders are in effect. Include [9.C.](#) if one or more applications are pending.

9.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

9.B. Order Issued

[Include as applicable: A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code

of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [designated] Court in Cause No. [number] and was entered on [date]. A copy of the order is [attached to this petition as Exhibit [exhibit number/letter]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. **[Repeat as applicable if more than one order is in effect.]**

9.C. Application Pending

An application for [include as applicable: a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [date] in the [designated] Court in Cause No. [number]. **[Repeat as applicable if more than one application is pending.]**

10. Termination Sought

10. Termination Sought

Select 10.A. or 10.B.

10.A. Terminate Parent Respondent

Termination of the parent-child relationship between [name of parent respondent] and the child[ren] the subject of this suit is in the best interest of the child[ren], and such termination is requested.

Select 10.A.1., 10.A.2., and/or 10.A.3. as applicable.

10.A.1. Code § 161.001 Grounds

Select 10.A.1.a. or 10.A.1.b. Continue with 10.A.1.c.

10.A.1.a. Current Acts
§ 161.001(b)(1)

As grounds for termination, Petitioner[s] allege[s] that [this parent has/
before this case is heard this parent will have]—

Or

10.A.1.b. Acts Occurring before
Prior Order Denying
Termination
§§ 161.001(b)(1),
161.004

As grounds for termination, Petitioner[s] allege[s] that a prior order denying termination of the parent-child relationship of this parent was rendered on [date of prior order] in [this Court/the [designation] Court of [county] County, Texas], that the circumstances of the child[ren], parent, sole managing conservator, possessory conservator, or other party affected by the prior order have materially and substantially changed since that date, and that, before that date, this parent had—

10.A.1.c. Grounds

Select as applicable.

(1) Left Child[ren] with Intent Not
to Return

voluntarily left the child[ren] alone or in the possession of another not the parent and expressed an intent not to return;

(2) *Left for 3 Months without
Expressing Intent to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent without expressing an intent to return, without providing for the adequate support of the child[ren], and remained away for a period of at least three months;

(3) *Left for 6 Months without
Providing Support, etc.*

voluntarily left the child[ren] alone or in the possession of another without providing adequate support of the child[ren] and remained away for a period of at least six months;

(4) *Placed or Allowed in
Dangerous Conditions*

knowingly placed or knowingly allowed the child[ren] to remain in conditions or surroundings that endanger the physical or emotional well-being of the child[ren];

(5) *Conduct That Endangers
Child[ren]*

engaged in conduct or knowingly placed the child[ren] with persons who engaged in conduct that endangers the physical or emotional well-being of the child[ren];

(6) *Failed to Support for 1 Year*

failed to support the child[ren] in accordance with [his/her] ability during a period of one year ending within six months of the date of the filing of this petition;

(7) *Abandoned Child[ren] without Identifying*

abandoned the child[ren] without identifying the child[ren] or furnishing means of identification, and the child[ren]'s [identity/identities] cannot be ascertained by the exercise of reasonable diligence;

(8) *Abandoned Mother during Pregnancy*

voluntarily, and with knowledge of the pregnancy, abandoned the child's mother beginning at a time during her pregnancy with the child and continuing through the birth, failed to provide adequate support or medical care for the mother during the period of abandonment before the birth of the child, and remained apart from the child or failed to support the child since the birth;

(9) *Refused to Submit to Court Order*

contumaciously refused to submit to a reasonable and lawful order of a court under subchapter D, chapter 261, of the Texas Family Code;

(10) *Cause of Absence from School*

been the major cause of the failure of the child[ren] to be enrolled in school as required by the Texas Education Code;

(11) *Cause of Absence from Home*

been the major cause of the child[ren]'s absence from the home without the consent of the parents or guardian for a substantial length of time or without the intent to return;

(12) *Executed Affidavit of Relinquishment*

executed an unrevoked or irrevocable affidavit of relinquishment of parental rights as provided for by chapter 161 of the Texas Family Code (this affidavit

of relinquishment is attached to this petition as Exhibit [**exhibit number/letter**]);

(13) Injured Child—Penal Code Violation

been convicted or placed on community supervision (including deferred adjudication community supervision) for being criminally responsible for the death or serious injury of a child under [section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code /**[specify provision of law of another jurisdiction]**], which contains elements that are substantially similar to the elements of an offense under section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code];

(14) Injured Child—Title 3 Adjudication

been adjudicated under title 3 of the Texas Family Code for conduct that caused the death or serious injury of a child and that would constitute a violation of section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code;

(15) Terminated with Regard to Another Child

had [his/her] parent-child relationship terminated with respect to another child based on a finding that [his/her] conduct was in violation of paragraph (D) or (E) of section 161.001(b)(1) of the Texas Family Code or substantially equivalent provisions of the law of another state;

(16) *Used Drugs and Didn't
Complete Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health or safety of the child[ren] and failed to complete a court-ordered substance abuse treatment program;

(17) *Used Drugs after Completing
Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health and safety of the child[ren] and, after completion of a court-ordered substance abuse treatment program, continued to abuse a controlled substance;

(18) *Knowingly Engaged in Criminal
Conduct*

knowingly engaged in criminal conduct that has resulted in [his/her] conviction of an offense and confinement or imprisonment and inability to care for the child[ren] for not less than two years from the date this petition is filed;

(19) *Caused Child's Addiction*

been the cause of the child[ren]'s being born addicted to alcohol or a controlled substance, other than a controlled substance legally obtained by prescription, as defined by section 161.001(a) of the Texas Family Code;

(20) *Delivered to Emergency Care
Provider without Expressing
Intent to Return*

voluntarily delivered the child[ren] to a designated emergency infant care provider under section 262.302 of the Texas Family Code without expressing an intent to return for the child[ren];

(21) *Been Convicted of Murder of
Child[ren]'s Other Parent*

been convicted of the murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(22) *Been Convicted of Criminal
Attempt to Murder Child[ren]'s
Other Parent*

been convicted of criminal attempt under [section 15.01 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal attempt under section 15.01 of the Texas Penal Code,] to commit the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(23) *Been Convicted of Criminal
Solicitation of Murder of
Child[ren]'s Other Parent*

been convicted of criminal solicitation under [section 15.03 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal solicitation under section 15.03 of the Texas Penal Code,] of the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas

Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(24) *Been Convicted of Sexual Assault of Child[ren]'s Other Parent*

been convicted of the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

(25) *Community Supervision for Sexual Assault of Child[ren]'s Other Parent*

been placed on [community supervision/deferred adjudication community supervision/[**specify other functionally equivalent form of community supervision or probation**]] for being criminally responsible for the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

And/Or

10.A.2. *Abortion*
§ 161.006

As grounds for termination, Petitioner[s] allege[s] that the child was born alive as the result of an abortion.

And/Or

10.A.3. *Pregnancy Resulting from
Criminal Act*
§ 161.007

10.A.3.a. *Parents Were Not
Married or Cohabiting for
2 Years after Child's
Birth*
§ 161.007(a)

As grounds for termination, Petitioner[s] allege[s] that the parent was not married to or cohabiting with the other parent for the two years after the birth of the child, that the parent has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of that conduct, the victim of the conduct became pregnant with the parent's child.

10.A.3.b. *Parents Were Married or
Cohabiting for 2 Years
after Child's Birth*
§ 161.007(b)

As grounds for termination, Petitioner[s] allege[s] that the parent was married to or cohabiting with the other parent for the two years after the birth of the child, that the parent has been convicted of an offense committed under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of the commission of the offense by the parent, the other parent became pregnant with the child.

If child(ren) (has/have) a presumed father, repeat 10.A. to terminate other parent's relationship.

10.B. Terminate Alleged Father

The parent-child relationship between the child[ren] the subject of this suit and the alleged father does not exist in law or in fact. If any parent-child relationship does exist, has ever existed, or could ever exist between the alleged father and the child[ren] the subject of this suit, which is not admitted but is denied, it is in the best interest of the child[ren] that the relationship be terminated, and such termination is requested.

Select [10.B.1.](#), [10.B.2.](#), [10.B.3.](#), [10.B.4.](#), [10.B.5.](#), [10.B.6.](#), and/or [10.B.7.](#) as applicable.

10.B.1. Affidavit of Waiver of Interest
§ 161.106

The alleged father [has/will have] executed an irrevocable affidavit of waiver of interest containing a waiver of notice and service of citation as provided for in section 161.106 of the Texas Family Code. The affidavit [is attached as Exhibit [**exhibit number/letter**]/will be filed with the Court].

And/Or

10.B.2. Code § 161.001 Grounds

Select [10.B.2.a.](#) or [10.B.2.b.](#) Continue with [10.B.2.c.](#)

10.B.2.a. Current Acts
§ 161.001(b)(1)

As grounds, Petitioner[s] allege[s] that [the alleged father has/before this case is heard the alleged father will have]—

Or

10.B.2.b. *Acts Occurring before
Prior Order Denying
Termination*
§§ 161.001(b)(1),
161.004

As grounds, Petitioner[s] further allege[s] that an order denying termination of the parent-child relationship of the alleged father was rendered on [date of prior order] in [this Court/the [designation] Court of [county] County, Texas], that the circumstances of the child[ren], alleged father, sole managing conservator, possessory conservator, or other party affected by the prior order have materially and substantially changed since that date, and that, before that date, the alleged father had—

10.B.2.c. *Grounds*

Select as applicable.

(1) *Left Child[ren] with Intent Not
to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent and expressed an intent not to return;

(2) *Left for 3 Months without
Expressing Intent to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent without expressing an intent to return, without providing for the adequate support of the child[ren], and remained away for a period of at least three months;

(3) *Left for 6 Months without
Providing Support, etc.*

voluntarily left the child[ren] alone or in the possession of another without providing adequate support of the child[ren] and remained away for a period of at least six months;

(4) *Placed or Allowed in
Dangerous Conditions*

knowingly placed or knowingly allowed the child[ren] to remain in conditions or surroundings that endanger the physical or emotional well-being of the child[ren];

(5) *Conduct That Endangers
Child[ren]*

engaged in conduct or knowingly placed the child[ren] with persons who engaged in conduct that endangers the physical or emotional well-being of the child[ren];

(6) *Failed to Support for 1 Year*

failed to support the child[ren] in accordance with his ability during a period of one year ending within six months of the date of the filing of this petition;

(7) *Abandoned Child[ren] without
Identifying*

abandoned the child[ren] without identifying the child[ren] or furnishing means of identification, and the child[ren]'s [identity/identities] cannot be ascertained by the exercise of reasonable diligence;

(8) *Abandoned Mother during
Pregnancy*

voluntarily, and with knowledge of the pregnancy, abandoned the child's mother beginning at a time during her pregnancy with the child and continuing through the birth, failed to provide adequate support or medical care for the mother during the period of abandonment before the birth of the child, and remained apart from the child or failed to support the child since the birth;

(9) *Refused to Submit to Court Order*

contumaciously refused to submit to a reasonable and lawful order of a court under subchapter D, chapter 261, of the Texas Family Code;

(10) *Cause of Absence from School*

been the major cause of the failure of the child[ren] to be enrolled in school as required by the Texas Education Code;

(11) *Cause of Absence from Home*

been the major cause of the child[ren]’s absence from the home without the consent of the parents or guardian for a substantial length of time or without the intent to return;

(12) *Executed Affidavit of Relinquishment*

executed an affidavit of waiver of interest that constitutes an unrevoked or irrevocable affidavit of relinquishment of parental rights as provided for by chapter 161 of the Texas Family Code (this affidavit of relinquishment is attached to this petition as Exhibit **[exhibit number/letter]**);

(13) *Injured Child—Penal Code Violation*

been convicted or placed on community supervision (including deferred adjudication community supervision) for being criminally responsible for the death or serious injury of a child under [section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code/[**specify provision of law of another jurisdiction**], which contains elements that are substantially similar to the elements of an offense under section [19.02/19.03/19.04/20A.02(a)(7)/

20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/
43.05/43.25/43.26] of the Texas Penal Code];

*(14) Injured Child—Title 3
Adjudication*

been adjudicated under title 3 of the Texas Family Code for conduct that caused the death or serious injury of a child and that would constitute a violation of section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code;

*(15) Terminated with Regard to
Another Child*

had his parent-child relationship terminated with respect to another child based on a finding that his conduct was in violation of paragraph (D) or (E) of section 161.001(b)(1) of the Texas Family Code or substantially equivalent provisions of the law of another state;

*(16) Used Drugs and Didn't
Complete Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health or safety of the child[ren] and failed to complete a court-ordered substance abuse treatment program;

*(17) Used Drugs after Completing
Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health and safety of the child[ren] and, after completion of a court-ordered substance abuse treatment program, continued to abuse a controlled substance;

(18) *Knowingly Engaged in Criminal Conduct*

knowingly engaged in criminal conduct that has resulted in his conviction of an offense and confinement or imprisonment and inability to care for the child[ren] for not less than two years from the date this petition is filed;

(19) *Caused Child's Addiction*

been the cause of the child[ren]'s being born addicted to alcohol or a controlled substance, other than a controlled substance legally obtained by prescription, as defined by section 161.001(a) of the Texas Family Code;

(20) *Delivered to Emergency Care Provider without Expressing Intent to Return*

voluntarily delivered the child[ren] to a designated emergency infant care provider under section 262.302 of the Texas Family Code without expressing an intent to return for the child[ren];

(21) *Been Convicted of Murder of Child[ren]'s Other Parent*

been convicted of the murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(22) *Been Convicted of Criminal Attempt to Murder Child[ren]'s Other Parent*

been convicted of criminal attempt under [section 15.01 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal attempt under

section 15.01 of the Texas Penal Code,] to commit the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(23) *Been Convicted of Criminal Solicitation of Murder of Child[ren]'s Other Parent*

been convicted of criminal solicitation under [section 15.03 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal solicitation under section 15.03 of the Texas Penal Code,] of the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(24) *Been Convicted of Sexual Assault of Child[ren]'s Other Parent*

been convicted of the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

(25) *Community Supervision for
Sexual Assault of Child[ren]'s
Other Parent*

been placed on [community supervision/deferred adjudication community supervision/[**specify other functionally equivalent form of community supervision or probation**]] for being criminally responsible for the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

And/Or

10.B.3. *Abortion
§ 161.006*

As grounds for termination, Petitioner[s] allege[s] that the child was born alive as the result of an abortion.

And/Or

10.B.4. *Failure to Respond
§ 161.002(b)(1)*

Petitioner[s] request[s] that any parental rights of the alleged father in the child[ren] be terminated in accordance with section 161.002(b)(1) of the Texas Family Code if, after being served with citation in this suit, the alleged father does not respond by timely filing an admission of paternity or by filing a counterclaim for paternity to be adjudicated under chapter 160 of the Texas Family Code before the final hearing in this suit.

And/Or

10.B.5. *Pregnancy Resulting from
Criminal Act*
§ 161.007

10.B.5.a. *Parents Were Not
Married or Cohabiting for
2 Years after Child's
Birth*
§ 161.007(a)

As grounds for termination, Petitioner[s] allege[s] that the alleged father was not married to or cohabiting with the other parent for the two years after the birth of the child, that the alleged father has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of that conduct, the victim of the conduct became pregnant with the alleged father's child.

10.B.5.b. *Parents Were Married or
Cohabiting for 2 Years
after Child's Birth*
§ 161.007(b)

As grounds for termination, Petitioner[s] allege[s] that the alleged father was married to or cohabiting with the other parent for the two years after the birth of the child, that the alleged father has been convicted of an offense committed under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of the commission of the offense by the alleged father, the other parent became pregnant with the child.

And/Or

10.B.6. *Failure to Register*
§ 161.002(b)(2), (b)(3),
(c-1)

The following ground of termination does not require identifying or locating the alleged father and does not require service of citation or citation by publication. [Tex. Fam. Code § 161.002\(c-1\)](#).

As grounds for termination, Petitioner[s] allege[s] that no man has registered with the paternity registry under chapter 160 of the Texas Family Code. A certificate from the vital statistics unit reflecting that no man has registered the intent to claim paternity [is attached to this petition as Exhibit [exhibit number/letter]/will be filed with the Court before the final hearing].

And/Or

**10.B.7. Service Attempts at
Registry Address
Unsuccessful
§ 161.002(b)(4)**

[Name of alleged father] registered with the paternity registry under chapter 160 of the Texas Family Code. Petitioner[s] request[s] that any parental rights of [name of alleged father] be terminated in accordance with section 161.002(b)(4) of the Texas Family Code if the attempt of Petitioner[s] to personally serve citation at the address provided to the registry and at any other address for [name of alleged father] known to Petitioner[s] has been unsuccessful, despite the due diligence of Petitioner[s]. A certificate from the vital statistics unit reflecting the address information provided by [name of alleged father] to the registry [is attached to this petition as Exhibit [exhibit number/letter]/will be filed with the Court before the final hearing].

Include 11. if applicable. Caution: Consider carefully the advisability of terminating a child's inheritance rights.

**11. Optional Termination of
Rights of Inheritance**

11. Inheritance Rights

It is in the best interest of the child[ren] the subject of this suit that the Court terminate the right of the child[ren] to inherit from and through [name[s]], and termination of that right is requested.

12. Managing Conservator*12. Managing Conservator*

Appointment of [name[s] and address[s] of person[s] named in affidavit of relinquishment or otherwise] as managing conservator[s] is in the best interest of the child[ren] the subject of this suit.

**13. Amicus Attorney/Attorney[s]
Ad Litem***13. [Amicus Attorney/Attorney[s] Ad Litem]*

Select as applicable.

13.A. Child[ren]

§§ 107.001, 107.021

13.A.1. Appointment Requested**a. Amicus Attorney**

Petitioner[s] request[s] the Court to appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

Or

b. Attorney Ad Litem

Petitioner[s] request[s] the Court to appoint an attorney ad litem to provide legal services for the child[ren].

Or

13.A.2. Waiver Requested

The interests of the child[ren] will be represented adequately by Petitioner[s], whose interests are not in conflict with the child[ren]'s interests.

And/Or

13.B. Incapacitated Person
§ 107.010

Petitioner[s] request[s] the Court to appoint an attorney ad litem to represent the interests of [name], who is an incapacitated person entitled to citation.

And/Or

13.C. Service by Publication
TRCP 244

One or more persons entitled to citation must be cited by publication, and Petitioner[s] request[s] the Court to appoint an attorney ad litem for any party so cited who may default or fail to appear.

**14. Attorney's Fees, Expenses,
Costs, and Interest**
§§ 106.001, 106.002

14. Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Petitioner[s] to secure the services of [name of attorney], a licensed attorney, to preserve and protect the child[ren]'s rights. Respondent[s] [name[s] of respondent[s]] should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Respondent[s] and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner[s] request[s] postjudgment interest as allowed by law.

**15. Adoption or Custody
Evaluation**

§§ 107.153, 107.158–.160,
107.202

An adoption evaluation looks only at the home of the petitioners. If the case involves a contested termination, a custody evaluation may be requested under [Tex. Fam. Code § 107.202](#) so that all parties are evaluated.

15. [Adoption/Custody] Evaluation

Petitioner[s] request[s] the Court to order that [an adoption/a custody] evaluation be performed as required by the Texas Family Code.

Include [16.](#) only for parent(s) who did not prepare a medical history report in conjunction with an affidavit of voluntary relinquishment as required by [Tex. Fam. Code § 161.1031](#).

16. Medical History Report
§ 161.2021(a)**16. Medical History Report**

Petitioner[s] request[s] the Court to order [the/each] parent of the child to provide information regarding the medical history of the parent and the parent's ancestors.

17. Sealing of Records
§ 161.210**17. Sealing of Records**

Petitioner[s] request[s] the Court to order the sealing of the file and the minutes of the Court.

If [10.A.3.](#) or [10.B.5.](#) (pregnancy resulting from criminal act) is ground for requested termination, a request for support under [Tex. Fam. Code § 154.001\(a–1\)](#) may be included.

18. Prayer*18. Prayer*

- *Required in All Petitions*

Petitioner[s] pray[s] that citation and notice issue as required by law.

Petitioner[s] pray[s] that the Court enter its order in accordance with the allegations of this petition.

Include the following if applicable.

- *Optional*

Petitioner[s] pray[s] for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

- *Required*

Petitioner[s] pray[s] for general relief.

[Name]

Attorney for Petitioner[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For affidavit regarding interstate placement information, see form [53-25](#).

For affidavit for citation by publication, see form [53-11](#); for affidavit for citation by other substituted service, see form [8-23](#).

For affidavit of relinquishment of parental rights, see forms [53-2](#) through [53-5](#).

For affidavit of waiver of interest in child(ren), see form [53-1](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 50-2

This form is not intended for use in suits filed by governmental entities.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order of Termination

1. *Date of Hearing*

On **[date]** the Court heard this case.

2. *Appearances*

Appearances

2.A. *Petitioner[s]*

1. *In Person and by Attorney*

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

Or

2. *Agreement*

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

Repeat for each additional petitioner as required.

2.B. *Respondent[s]*

Respondent, **[name]**,

Select one of the following.

1. *In Person and by Attorney*

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

2. *In Person*

appeared in person and announced ready for trial.

3. *By Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

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

6. *Did Not Appear (Agreement)*

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

7. *Did Not Appear (Default after Appearance)*

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

Repeat for each additional respondent as required.

2.C. Ad Litem/Amicus

Select as applicable.

2.C.1. *Child[ren]*• *Appointed*a. *Attorney Ad Litem for
Child[ren]*

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

Or

b. *Amicus*

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.]

Or

• *Waived*

The Court finds that [name], a party to the suit, has no interest adverse to the child[ren] the subject of this suit and would adequately represent the interests of the child[ren]. No attorney ad litem or amicus attorney was necessary, and none was appointed.

And/Or

2.C.2. *Ad Litem for Incapacitated
Person*

Also appearing was [name], appointed by the Court as attorney ad litem of [name], who is an incapacitated person. [Include if applicable: The attorney ad litem has agreed to the terms of this order, as evidenced by the signature of the attorney ad litem below.]

And/Or

2.C.3. *Ad Litem for Absent Party*

Tex. R. Civ. P. 244 requires that, if citation is by publication (Tex. R. Civ. P. 109) or by other substituted service (Tex. R. Civ. P. 109a), a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 53-16. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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

And/Or

**2.C.4. *Ad Litem for Alleged
Father Who Can't Be
Served at Registry
Address***

Also appearing was [name], appointed by the Court as attorney ad litem for [name of alleged father who registered], who could not be served with citation at the address provided to the paternity registry and could not be located after the exercise of due diligence.

2.D. *Other Parties*

Other parties appearing were [name[s] and relationship[s] to child[ren]].

3. *Jurisdiction****Jurisdiction***

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

4. Jury*Jury***4.A. Waived**

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

Or

4.B. Selected

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

5. Record*Record***5.A. Waiver**
§ 105.003(c)

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

Or

5.B. Reporter

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

6. Child[ren]*Child[ren]*

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

7. Termination

Termination

7.A. Terminate Parent Respondent

Select [7.A.1.](#), [7.A.2.](#), and/or [7.A.3.](#) as applicable.

7.A.1. Code § 161.001 Grounds

Select [7.A.1.a.](#) or [7.A.1.b.](#) Continue with [7.A.1.c.](#)

7.A.1.a. Current Acts § 161.001(b)(1)

The Court finds by clear and convincing evidence that [name of parent to be terminated] has—

Or

7.A.1.b. Acts Occurring before Prior Order Denying Termination §§ 161.001(b)(1), 161.004

The Court finds by clear and convincing evidence that an order denying termination of the parent-child relationship of [name of parent to be terminated] was rendered in [this Court/the [designated] Court of [county] County, Texas,] on [date of prior order], that the circumstances of the child[ren], parent, sole managing conservator, possessory conservator, or other party affected by the prior order have materially and substantially changed since that date, and that, before that date, [name of parent to be terminated] had—

7.A.1.c. Grounds

Select as applicable.

(1) *Left Child[ren] with Intent Not to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent and expressed an intent not to return;

(2) *Left for 3 Months without Expressing Intent to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent without expressing an intent to return, without providing for the adequate support of the child[ren], and remained away for a period of at least three months;

(3) *Left for 6 Months without Providing Support, etc.*

voluntarily left the child[ren] alone or in the possession of another without providing adequate support of the child[ren] and remained away for a period of at least six months;

(4) *Placed or Allowed in Dangerous Conditions*

knowingly placed or knowingly allowed the child[ren] to remain in conditions or surroundings that endanger the physical or emotional well-being of the child[ren];

(5) *Conduct That Endangers Child[ren]*

engaged in conduct or knowingly placed the child[ren] with persons who engaged in conduct that endangers the physical or emotional well-being of the child[ren];

(6) *Failed to Support for 1 Year*

failed to support the child[ren] in accordance with [his/her] ability during a period of one year ending within six months of the date of the filing of the petition;

(7) *Abandoned Child[ren] without Identifying*

abandoned the child[ren] without identifying the child[ren] or furnishing means of identification, and the child[ren]'s [identity/identities] cannot be ascertained by the exercise of reasonable diligence;

(8) *Abandoned Mother during Pregnancy*

voluntarily, and with knowledge of the pregnancy, abandoned the child's mother beginning at a time during her pregnancy with the child and continuing through the birth, failed to provide adequate support or medical care for the mother during the period of abandonment before the birth of the child, and remained apart from the child or failed to support the child since the birth;

(9) *Refused to Submit to Court Order*

contumaciously refused to submit to a reasonable and lawful order of a court under subchapter D, chapter 261, of the Texas Family Code;

(10) *Cause of Absence from School*

been the major cause of the failure of the child[ren] to be enrolled in school as required by the Texas Education Code;

(11) *Cause of Absence from Home*

been the major cause of the child[ren]'s absence from the home without the consent of the parents or guardian for a substantial length of time or without the intent to return;

(12) *Executed Affidavit of Relinquishment*

executed an unrevoked or irrevocable affidavit of relinquishment of parental rights as provided for by chapter 161 of the Texas Family Code;

(13) *Injured Child—Penal Code Violation*

been convicted or placed on community supervision (including deferred adjudication community supervision) for being criminally responsible for the death or serious injury of a child under [section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code/[**specify provision of law of another jurisdiction**], which contains elements that are substantially similar to the elements of an offense under section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code];

(14) *Injured Child—Title 3 Adjudication*

been adjudicated under title 3 of the Texas Family Code for conduct that caused the death or serious injury of a child and that would constitute a violation of section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code;

(15) *Terminated with Regard to Another Child*

had [his/her] parent-child relationship terminated with respect to another child based on a finding that [his/her] conduct was in violation of paragraph (D) or (E) of section 161.001(b)(1) of the Texas Family Code or substantially equivalent provisions of the law of another state;

(16) *Used Drugs and Didn't
Complete Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health or safety of the child[ren] and failed to complete a court-ordered substance abuse treatment program;

(17) *Used Drugs after Completing
Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health and safety of the child[ren] and, after completion of a court-ordered substance abuse treatment program, continued to abuse a controlled substance;

(18) *Knowingly Engaged in Criminal
Conduct*

knowingly engaged in criminal conduct that has resulted in [his/her] conviction of an offense and confinement or imprisonment and inability to care for the child[ren] for not less than two years from the date the petition was filed;

(19) *Caused Child's Addiction*

been the cause of the child[ren]'s being born addicted to alcohol or a controlled substance, other than a controlled substance legally obtained by prescription, as defined by section 161.001(a) of the Texas Family Code;

(20) *Delivered to Emergency Care
Provider without Expressing
Intent to Return*

voluntarily delivered the child[ren] to a designated emergency infant care provider under section 262.302 of the Texas Family Code without expressing an intent to return for the child[ren];

(21) *Been Convicted of Murder of
Child[ren]'s Other Parent*

been convicted of the murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(22) *Been Convicted of Criminal
Attempt to Murder Child[ren]'s
Other Parent*

been convicted of criminal attempt under [section 15.01 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal attempt under section 15.01 of the Texas Penal Code,] to commit the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(23) *Been Convicted of Criminal
Solicitation of Murder of
Child[ren]'s Other Parent*

been convicted of criminal solicitation under [section 15.03 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal solicitation under section 15.03 of the Texas Penal Code,] of the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas

Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(24) *Been Convicted of Sexual Assault of Child[ren]'s Other Parent*

been convicted of the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

(25) *Community Supervision for Sexual Assault of Child[ren]'s Other Parent*

been placed on [community supervision/deferred adjudication community supervision/[**specify other functionally equivalent form of community supervision or probation**]] for being criminally responsible for the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

And/Or

7.A.2. *Abortion*
§ 161.006

The Court finds by clear and convincing evidence that the child was
born alive as the result of an abortion.

And/Or

7.A.3. *Pregnancy Resulting from
Criminal Act*
§ 161.007

7.A.3.a. *Parents Were Not
Married or Cohabiting for
2 Years after Child's
Birth*
§ 161.007(a)

The Court finds by clear and convincing evidence that [**name of parent
to be terminated**] was not married to or cohabiting with the other parent for the
two years after the birth of the child, that he has engaged in conduct that consti-
tutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal
Code, and that, as a direct result of that conduct, the victim of the conduct
became pregnant with his child.

7.A.3.b. *Parents Were Married or
Cohabiting for 2 Years
after Child's Birth*
§ 161.007(b)

The Court finds by clear and convincing evidence that [**name of parent
to be terminated**] was married to or cohabiting with the other parent for the two
years after the birth of the child, that he has been convicted of an offense com-
mitted under section [21.02/22.011/22.021/25.02] of the Texas Penal Code,
and that, as a direct result of his commission of the offense, the other parent
became pregnant with the child.

Continue with the following.

7.A.4. Best Interest

The Court also finds by clear and convincing evidence that termination of the parent-child relationship between [name of parent to be terminated] and the child[ren] the subject of this suit is in the best interest of the child[ren].

7.A.5. Termination Ordered

IT IS THEREFORE ORDERED that the parent-child relationship between [name of parent terminated] and the child[ren] the subject of this suit is terminated.

Repeat grounds and order for other parent if the rights of both parents are being involuntarily terminated.

7.B. Terminate Alleged Father

Select [7.B.1.](#), [7.B.2.](#), [7.B.3.](#), [7.B.4.](#), [7.B.5.](#), [7.B.6.](#), and/or [7.B.7.](#) as applicable.

7.B.1. Affidavit of Waiver of Interest
 §§ 161.106, 161.204

The Court finds by clear and convincing evidence that the parent-child relationship between the child[ren] the subject of this suit and the alleged father, [name], does not exist in law or in fact and that he has executed an affidavit of waiver of interest as to the child[ren], including a waiver of notice and of service of citation, which affidavit is filed in this case.

And/Or

7.B.2. Code § 161.001 Grounds

Select [7.B.2.a.](#) or [7.B.2.b.](#) Continue with [7.B.2.c.](#)

7.B.2.a. Current Acts
 § 161.001(b)(1)

The Court finds by clear and convincing evidence that [name of alleged father] has—

Or

7.B.2.b. *Acts Occurring before
Prior Order Denying
Termination*
§§ 161.001(b)(1),
161.004

The Court finds by clear and convincing evidence that an order denying termination of the parent-child relationship of **[name of alleged father]** was rendered in [this Court/the **[designation]** Court of **[county]** County, Texas,] on **[date of prior order]**, that the circumstances of the child[ren], alleged father, sole managing conservator, possessory conservator, or other party affected by the prior order have materially and substantially changed since that date, and that, before that date, **[name of alleged father]** had—

7.B.2.c. *Grounds*

Select as applicable.

(1) *Left Child[ren] with Intent Not
to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent and expressed an intent not to return;

(2) *Left for 3 Months without
Expressing Intent to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent without expressing an intent to return, without providing for the adequate support of the child[ren], and remained away for a period of at least three months;

(3) *Left for 6 Months without
Providing Support, etc.*

voluntarily left the child[ren] alone or in the possession of another without providing adequate support of the child[ren] and remained away for a period of at least six months;

(4) *Placed or Allowed in
Dangerous Conditions*

knowingly placed or knowingly allowed the child[ren] to remain in conditions or surroundings that endanger the physical or emotional well-being of the child[ren];

(5) *Conduct That Endangers
Child[ren]*

engaged in conduct or knowingly placed the child[ren] with persons who engaged in conduct that endangers the physical or emotional well-being of the child[ren];

(6) *Failed to Support for 1 Year*

failed to support the child[ren] in accordance with his ability during a period of one year ending within six months of the date of the filing of the petition;

(7) *Abandoned Child[ren] without
Identifying*

abandoned the child[ren] without identifying the child[ren] or furnishing means of identification, and the child[ren]'s [identity/identities] cannot be ascertained by the exercise of reasonable diligence;

(8) *Abandoned Mother during
Pregnancy*

voluntarily, and with knowledge of the pregnancy, abandoned the child's mother beginning at a time during her pregnancy with the child and continuing through the birth, failed to provide adequate support or medical care for the

mother during the period of abandonment before the birth of the child, and remained apart from the child or failed to support the child since the birth;

(9) *Refused to Submit to Court Order*

contumaciously refused to submit to a reasonable and lawful order of a court under subchapter D, chapter 261, of the Texas Family Code;

(10) *Cause of Absence from School*

been the major cause of the failure of the child[ren] to be enrolled in school as required by the Texas Education Code;

(11) *Cause of Absence from Home*

been the major cause of the child[ren]'s absence from the home without the consent of the parents or guardian for a substantial length of time or without the intent to return;

(12) *Executed Affidavit of Relinquishment*

executed an affidavit of waiver of interest that constitutes an unrevoked or irrevocable affidavit of relinquishment of parental rights as provided for by chapter 161 of the Texas Family Code;

(13) *Injured Child—Penal Code Violation*

been convicted or placed on community supervision (including deferred adjudication community supervision) for being criminally responsible for the death or serious injury of a child under [section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code/[**specify provision of law of another jurisdiction**], which contains elements that are substantially similar to the elements of an offense under section [19.02/19.03/19.04/20A.02(a)(7)/

20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/
43.05/43.25/43.26] of the Texas Penal Code];

*(14) Injured Child—Title 3
Adjudication*

been adjudicated under title 3 of the Texas Family Code for conduct that caused the death or serious injury of a child and that would constitute a violation of section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code;

*(15) Terminated with Regard to
Another Child*

had his parent-child relationship terminated with respect to another child based on a finding that his conduct was in violation of paragraph (D) or (E) of section 161.001(b)(1) of the Texas Family Code or substantially equivalent provisions of the law of another state;

*(16) Used Drugs and Didn't
Complete Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health or safety of the child[ren] and failed to complete a court-ordered substance abuse treatment program;

*(17) Used Drugs after Completing
Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health and safety of the child[ren] and, after completion of a court-ordered substance abuse treatment program, continued to abuse a controlled substance;

(18) *Knowingly Engaged in Criminal Conduct*

knowingly engaged in criminal conduct that has resulted in his conviction of an offense and confinement or imprisonment and inability to care for the child[ren] for not less than two years from the date the petition was filed;

(19) *Caused Child's Addiction*

been the cause of the child[ren]'s being born addicted to alcohol or a controlled substance, other than a controlled substance legally obtained by prescription, as defined by section 161.001(a) of the Texas Family Code;

(20) *Delivered to Emergency Care Provider without Expressing Intent to Return*

voluntarily delivered the child[ren] to a designated emergency infant care provider under section 262.302 of the Texas Family Code without expressing an intent to return for the child[ren];

(21) *Been Convicted of Murder of Child[ren]'s Other Parent*

been convicted of the murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(22) *Been Convicted of Criminal Attempt to Murder Child[ren]'s Other Parent*

been convicted of criminal attempt under [section 15.01 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal attempt under

section 15.01 of the Texas Penal Code,] to commit the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(23) *Been Convicted of Criminal Solicitation of Murder of Child[ren]'s Other Parent*

been convicted of criminal solicitation under [section 15.03 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal solicitation under section 15.03 of the Texas Penal Code,] of the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(24) *Been Convicted of Sexual Assault of Child[ren]'s Other Parent*

been convicted of the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

(25) *Community Supervision for
Sexual Assault of Child[ren]'s
Other Parent*

been placed on [community supervision/deferred adjudication community supervision/[**specify other functionally equivalent form of community supervision or probation**]] for being criminally responsible for the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

And/Or

7.B.3. *Abortion
§ 161.006*

The Court finds by clear and convincing evidence that the child was born alive as the result of an abortion.

And/Or

7.B.4. *Failure to Respond
§ 161.002(b)(1)*

The Court finds by clear and convincing evidence that, after being served with citation in this suit, [**name of alleged father**] did not respond by timely filing an admission of paternity or by filing a counterclaim for paternity to be adjudicated under chapter 160 of the Texas Family Code.

And/Or

7.B.5. *Pregnancy Resulting from
Criminal Act*
§ 161.007

7.B.5.a. *Parents Were Not
Married or Cohabiting for
2 Years after Child's
Birth*
§ 161.007(a)

The Court finds by clear and convincing evidence that [name of alleged father] was not married to or cohabiting with the other parent for the two years after the birth of the child, that he has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of that conduct, the victim of the conduct became pregnant with his child.

7.B.5.b. *Parents Were Married or
Cohabiting for 2 Years
after Child's Birth*
§ 161.007(b)

The Court finds by clear and convincing evidence that [name of alleged father] was married to or cohabiting with the other parent for the two years after the birth of the child, that he has been convicted of an offense committed under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of his commission of the offense, the other parent became pregnant with the child.

And/Or

7.B.6. *Failure to Register*
§§ 161.002(b)(2), (b)(3),
(c-1), 160.422

The Court finds by clear and convincing evidence that the child does not have a presumed or acknowledged father. The Court further finds that no man has registered with the paternity registry under chapter 160 of the Texas Family

Code within the time prescribed by law, as evidenced by the certificate of paternity registry search that is on file in this cause.

And/Or

**7.B.7. Service Attempts at
Registry Address
Unsuccessful**
§ 161.002(b)(4), (d), (f)

The Court finds that [**name of alleged father**] registered with the paternity registry under chapter 160 of the Texas Family Code and that the attempt of Petitioner[s] to personally serve citation at the address provided to the registry and at any other address for [**name of alleged father**] known to Petitioner[s] has been unsuccessful. The Court specifically finds, after reviewing the sworn affidavit of Petitioner[s] describing the effort of Petitioner[s] to obtain personal service of citation on the alleged father, that due diligence has been exercised and publication is not required.

Continue with the following.

7.B.8. Best Interest

The Court also finds by clear and convincing evidence that termination of the parent-child relationship, if any exists or could exist, between [[**name of alleged father**]/the biological father] and the child[ren] the subject of this suit is in the best interest of the child[ren].

7.B.9. Termination Ordered

IT IS THEREFORE ORDERED that the parent-child relationship, if any exists or could exist, between [[**name of alleged father**]/the biological father] and the child[ren] the subject of this suit is terminated.

Include 8. if applicable. **Caution:** Consider carefully the advisability of terminating a child's inheritance rights.

8. Optional Termination of Rights of Inheritance*Inheritance Rights*

IT IS ORDERED that the right of the child[ren] to inherit from and through [name[s]] is terminated.

9. Adoption Evaluation*[Adoption/Custody] Evaluation*

The Court finds that the required [adoption/custody] evaluation has been performed and the evaluator's report is on file herein. The Court further finds that the [adoption/custody] evaluation meets the requirements of the Court.

10. Indian Child[ren]*Indian Child[ren]*

The Court finds that there is no reason to know that the [child is an Indian Child/children are Indian Children] as defined by the Indian Child Welfare Act.

Or

The Court that the [child is an Indian Child/children are Indian Children] as defined by the Indian Child Welfare Act.

11. Interstate Compact*Interstate Compact*

The Court finds that Petitioner has filed a verified allegation or statement regarding compliance with the Interstate Compact on the Placement of Children as required by section 162.002 of the Texas Family Code.

12. Managing Conservator*Managing Conservator*

IT IS ORDERED that **[name]** is appointed Managing Conservator of the child[ren] the subject of this suit, the Court finding this appointment to be in the best interest of the child[ren].

Include the following if applicable.

IT IS ORDERED that **[name of nonparent managing conservator]** shall, each twelve months after the date of this order, file with the Court a report of facts concerning the child[ren]'s welfare, including the child[ren]'s whereabouts and physical condition.

13. Attorney's Fees, Expenses, and Costs*Attorney's Fees, Expenses, and Costs*

Select 13.A. , 13.B. , 13.C. , 13.D. , and/or 13.E. as applicable.

13.A. Petitioner's Attorney

IT IS ORDERED that good cause exists to award **[name of attorney]** judgment in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent. Respondent 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.

**13.B. Ad Litem/Amicus for
Child[ren]**

The Court finds that [name of attorney] has satisfactorily discharged all of [his/her] duties and obligations under chapter 107 of the Texas Family Code, and IT IS ORDERED that [he/she] is hereby discharged and relieved of any further rights, duties, and responsibilities in this cause. IT IS FURTHER ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as legal fees for services rendered as [attorney ad litem/amicus attorney].

[Include if applicable: The Court finds that these fees are necessities for the benefit of the child[ren].] These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

**13.C. Attorney Ad Litem for
Incapacitated Person**

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name], an incapacitated person. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

**13.D. Attorney Ad Litem for
Absent Party**

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of absent party], who received process by substituted service but did not otherwise appear. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or

money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

**13.E. Attorney Ad Litem for
Alleged Father Who Can't
Be Served at Registry
Address**

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of party who registered], who registered with the paternity registry but could not be served with citation at the address provided and could not be located after the exercise of due diligence. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

Repeat for each additional attorney ad litem as needed.

14. Costs
TCPRC § 31.007

Costs

Select 14.A. , 14.B. , 14.C. , or 14.D.

**14.A. One Party Due—No
Judgment**

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

14.B. One Party Due—Judgment

IT IS ORDERED that [Petitioner/Respondent], [name], is awarded a judgment of [number] dollars (\$[amount]) against [Respondent/Petitioner], [name], for costs of court incurred in this case, with interest at [percent] per-

cent per year compounded annually from the date the judgment is signed until paid, for which let execution issue.

14.C. Party Incurring

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

14.D. Half to Each Party

IT IS ORDERED 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.

15. Medical History Report

§§ 161.1031, 161.2021

Medical History Report

The Court finds that [name of parent] has prepared a medical history report that addresses the medical history of [name of parent] and [name of parent]'s ancestors.

Or

IT IS ORDERED that [name of parent] shall provide information regarding the medical history of [name of parent] and [name of parent]'s ancestors.

If applicable, repeat as appropriate for other parent.

16. Ordering Record Sealed

Record Sealed

IT IS ORDERED that all papers and records in this case, including the minutes of the Court, be sealed.

Include order for support under [Tex. Fam. Code § 154.001](#)(a-1) if applicable.

17. Required in All Orders

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

18. Date of Order

Date of Order

Select one of the following.

SIGNED on _____.

Or

This Order of Termination 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

_____.

Continue with the following.

JUDGE PRESIDING

19. Approvals

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner[s]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include the following if applicable.

[Name]
[Attorney Ad Litem/Amicus Attorney]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Repeat if more than one ad litem/amicus.

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Repeat for second petitioner if applicable.

Respondent

Repeat for any additional respondent.

Complete information on suit affecting the family relationship
(form [56-18](#)) and parent-child relationship information sheet
(form [56-19](#)).

Form 50-3

This form is intended for use when the petitioner is seeking to terminate his own parental rights based on section 161.005(c) of the Texas Family Code.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition to Terminate Parent-Child Relationship
[Nongenetic Father]

1. *Discovery Level*
TRCP 190.1

*1. *Discovery Level**

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
§ 201.005

*2. *Objection to Assignment of Case to Associate Judge**

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. Petitioner

§§ 102.003, 102.008(b)(3);
TCPRC § 30.014

3. Petitioner

This suit is brought by [name], Petitioner. [The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

Petitioner is the [acknowledged/adjudicated] father of the child[ren] the subject of this suit.

4. Jurisdiction

§§ 102.002, 102.008(b)(1),
155.001, 155.101

4. Jurisdiction

Select [4.A.](#) or [4.B.](#)

4.A. No Prior Proceedings

No court has continuing jurisdiction of this suit or of the child[ren] the subject of this suit.

4.B. Subsequent Action

This Court has acquired and retains continuing, exclusive jurisdiction of this suit and of the child[ren] the subject of this suit as a result of prior proceedings.

Include [4.C.](#) if any party resides outside Texas.

4.C. UCCJEA Information

§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

5. Child[ren]*5. Child[ren]*

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

6. Person[s] Entitled to Citation

§ 102.009

*6. Person[s] Entitled to Citation***6.A. Mother**

§ 102.008(b)(4)

The mother of the child[ren] the subject of this suit is [name].

• Service

§ 102.009(a)(7)

Select one of the following.

1. Personal

Process should be served [include if applicable: at [address, city, state, zip code]].

2. Waiver

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

6.B. *Court-Ordered Relationships*

Select 6.B.1. or 6.B.2.

6.B.1. *None Existing*

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

6.B.2. *Court-Ordered Relationships*
§ 102.008(b)(5)–(7)

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

• *Service*
§ 102.009

If 6.B.2. is used, select one of the following.

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat 6.B.2. for each additional person having a court-ordered relationship with the child(ren).

If appropriate, include provisions for service on the Department of Family and Protective Services and/or on the attorney general as required by Tex. Fam. Code § 102.009(a)(10), (d).

7. **Property**
§ 102.008(b)(9)

7. *Property*

7.A. **No Property**

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

Or

7.B. **Property**

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: [describe and state value of property for each child].

8. **Protective Order Statement**
§ 102.008(b)(11)

8. *Protective Order Statement*

Select 8.A. if no order is in effect and no application is pending. Include 8.B. if one or more orders are in effect. Include 8.C. if one or more applications are pending.

8.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

8.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

8.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

9. Grounds

§ 161.005(c), (e)

9. Grounds

Petitioner is not the genetic father of the child[ren] the subject of this suit. **[Allege specific supporting facts.]**

Select one of the following.

Petitioner signed a valid acknowledgment of paternity on **[date]** in accordance with subchapter D, chapter 160, of the Texas Family Code without obtaining genetic testing. This acknowledgment of paternity was filed with the vital statistics unit on **[date]**. Petitioner alleges that he signed the acknowledgment of paternity because of the mistaken belief, at the time the acknowledgment was signed, that he was the genetic father based on misrepresentations that led him to that conclusion. **[Allege specific supporting facts.]**

Or

Petitioner was adjudicated to be the father of the child[ren] the subject of this suit in an order rendered on **[date]** without obtaining genetic testing. Petitioner alleges that he did not contest his parentage on the date the court rendered the order adjudicating him to be the father because of the mistaken belief, at the time the order was rendered, that he was the genetic father based on misrepresentations that led him to that conclusion. **[Allege specific supporting facts.]**

Continue with the following.

This petition is filed not later than the second anniversary of the date on which Petitioner became aware of the facts indicating that he is not the child's genetic father.

**10. Request for Pretrial Hearing
and Genetic Testing**
§ 161.005(f)

10. Request for Pretrial Hearing and Genetic Testing

Petitioner requests the Court to hold a pretrial hearing to determine whether Petitioner has established a prima facie meritorious case for termination of the parent-child relationship. On Petitioner's establishment of a prima facie meritorious case for termination, Petitioner requests the Court to order Petitioner and the child[ren] to submit to genetic testing in accordance with chapter 160 of the Texas Family Code.

11. Request for Termination
§§ 161.005(h), (i), 161.206(b)

11. Request for Termination

Petitioner requests that if the genetic testing shows that he is not the genetic father of the child[ren], the Court render an order terminating the parent-child relationship between him and the child[ren] and terminating his obligation to pay future child support [**include if applicable:** and his obligation to pay interest accruing after the date of the order on the basis of a child support arrearage or money judgment for a child support arrearage existing on the date of the order]. [**Include if applicable:** Petitioner requests that the Court terminate the right of the child[ren] to inherit from and through Petitioner.]

Include 12. if an order for possession or access is requested.

12. Request for Possession or Access

§ 161.005(l), (m)

12. Request for Possession or Access

It would be in the best interest of the child[ren] for Petitioner to have periods of possession of or access to the child[ren], and denial of such periods of possession or access would significantly impair the child[ren]'s physical health or emotional well-being.

Include the following if applicable.

It would be in the best interest of the child[ren] for the child[ren] [include if applicable: and [name[s] of party[ies]]] to participate in family counseling. Petitioner requests the Court to render an order requiring Petitioner to pay [percent] percent and Respondent to pay [percent] percent of the cost of such counseling.

13. Amicus Attorney/Attorney Ad Litem*13. [Amicus Attorney/Attorney Ad Litem]*

Select as applicable.

13.A. Child[ren]

§§ 107.001, 107.021

13.A.1. Appointment Requested**a. Amicus Attorney**

Petitioner requests the Court to appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

Or

b. Attorney Ad Litem

Petitioner requests the Court to appoint an attorney ad litem to provide legal services for the child[ren].

Or

13.A.2. Waiver Requested

The interests of the child[ren] will be represented adequately by [**name of mother**], whose interests are not in conflict with the child[ren]'s interests.

And/Or

13.B. Incapacitated Person
§ 107.010

Petitioner requests the Court to appoint an attorney ad litem to represent the interests of [**name**], who is an incapacitated person entitled to citation.

And/Or

13.C. Service by Publication
TRCP 244

One or more persons entitled to citation must be cited by publication, and Petitioner requests the Court to appoint an attorney ad litem for any party so cited who may default or fail to appear.

14. Attorney's Fees, Expenses, Costs, and Interest
*§§ 106.001, 106.002**14. Attorney's Fees, Expenses, Costs, and Interest*

It was necessary for Petitioner to secure the services of [**name of attorney**], a licensed attorney. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Respondent and be

ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

15. Prayer*15. Prayer*

- *Required in All Petitions*

Petitioner prays that citation and notice issue as required by law. Petitioner prays that the Court enter its order in accordance with the allegations of this petition.

Include the following if applicable.

- *Optional*

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

- *Required*

Petitioner prays for general relief.

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of a verification. See form [8-27](#).

Verification

The undersigned states under oath: “I am Petitioner in the foregoing Original Petition to Terminate Parent-Child Relationship. I have personal knowledge of the allegations and facts stated in it, and they are true and correct.”

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For affidavit for citation by publication, see form [53-11](#); for affidavit for citation by other substituted service, see form [8-23](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 50-4

This form is to be used if the court finds that the petitioner has not established a meritorious prima facie case for termination of the parent-child relationship under [Tex. Fam. Code § 161.005\(c\)](#). See [Tex. Fam. Code § 161.005\(f\)](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order of Dismissal

1. *Date of Hearing*

On **[date]** the Court held a pretrial hearing in this case.

2. *Appearances*

Appearances

2.A. *Petitioner*

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

2.B. *Respondent*

Respondent, **[name]**,

Select one of the following.

1. *In Person and by Attorney*

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

2. *In Person*

appeared in person and announced ready.

3. By Attorney

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

4. Did Not Appear (Default with No Answer)

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

5. Did Not Appear (Default after Appearance)

has made a general appearance and was duly notified of pretrial hearing but failed to appear.

3. Jurisdiction*Jurisdiction*

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

4. Record*Record***4.A. Waiver
§ 105.003(c)**

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

Or

4.B. Reporter

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

5. Findings and Order*Findings and Order*

The Court finds that Petitioner has failed to establish a meritorious prima facie case to terminate the parent-child relationship. IT IS THEREFORE ORDERED that this case is dismissed with prejudice.

6. Attorney's Fees*Attorney's Fees*

IT IS ORDERED that good cause exists to award **[name of attorney]** judgment in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of petitioner]**, Petitioner. Petitioner 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.

7. Costs*TCPRC § 31.007**Costs*

Select [7.A.](#), [7.B.](#), [7.C.](#), or [7.D.](#)

7.A. One Party Due—No Judgment

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

7.B. One Party Due—Judgment

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

7.C. Party Incurring

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

7.D. Half to Each Party

IT IS ORDERED 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.

8. Ordering Record Sealed

Record Sealed

IT IS ORDERED that all papers and records in this case, including the minutes of the Court, be sealed.

9. Required in All Orders

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

10. Date of Order

Date of Order

Select one of the following.

SIGNED on _____.

Or

This Order of Dismissal 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

_____.

Continue with the following.

JUDGE PRESIDING

11. Approvals

Include the following in all orders unless there is a motion to
sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Form 50-5

This form is to be used if the court finds that the petitioner has established a meritorious prima facie case for termination of the parent-child relationship under [Tex. Fam. Code § 161.005\(c\)](#). See [Tex. Fam. Code § 161.005\(f\)](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order for Genetic Testing
[Termination for Nongenetic Father]

On **[date]** the Court held a pretrial hearing in this case.

The Court finds that Petitioner has established a meritorious prima facie case to terminate the parent-child relationship. IT IS THEREFORE ORDERED that **[name]**, Petitioner, and **[name[s] of child[ren]]** shall submit to genetic testing under the following terms: **[adapt provisions of form 54-5]**.

SIGNED on _____.

JUDGE PRESIDING

Form 50-6

This order is based on [Tex. Fam. Code § 161.005\(c\)–\(o\)](#), as enacted in 2011, which does not provide a procedure for obtaining findings by clear and convincing evidence of the prima facie aspect of petitioner’s claim. *This order is appropriate for use only in a suit to terminate the parent-child relationship of a nongenetic father.*

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

[Order of Termination/Order Denying Termination]
[Nongenetic Father]

1. Date of Hearing

On [date] the Court heard this case.

2. Appearances

Appearances

2.A. Petitioner

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

2.B. Respondent

Respondent, [name],

Select one of the following.

1. In Person and by Attorney

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

2. *In Person*

appeared in person and announced ready for trial.

3. *By Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

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

6. *Did Not Appear (Agreement)*

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

7. *Did Not Appear (Default after Appearance)*

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

2.C. Amicus/Ad Litem

Select as applicable.

2.C.1. Child[ren]• *Appointed*

Also appearing was **[name]**, appointed by the Court as [amicus attorney to assist the Court in protecting the best interests of/attorney ad litem to provide legal services for] the child[ren] the subject of this suit. **[Include if applicable: The [amicus attorney/attorney ad litem] has agreed to the terms of this**

order, as evidenced by the signature of the [amicus attorney/attorney ad litem] below.]

Or

• *Waived*

The Court finds that [name], a party to the suit, has no interest adverse to the child[ren] the subject of this suit and would adequately represent the interests of the child[ren]. No attorney ad litem or amicus attorney was necessary, and none was appointed.

And/Or

2.C.2. *Ad Litem for Incapacitated Person*

Also appearing was [name], appointed by the Court as attorney ad litem of [name], who is an incapacitated person. [Include if applicable: The attorney ad litem has agreed to the terms of this order, as evidenced by the signature of the attorney ad litem below.]

And/Or

2.C.3. *Ad Litem for Absent Party*

Tex. R. Civ. P. 244 requires that, if citation is by publication (Tex. R. Civ. P. 109) or by other substituted service (Tex. R. Civ. P. 109a), a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 53-16. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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

3. Jurisdiction*Jurisdiction*

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

4. Record*Record***4.A. Waiver**
§ 105.003(c)

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

Or

4.B. Reporter

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

**5. Prima Facie Claim
Established***Prima Facie Claim Established*

The Court finds that Petitioner has established a meritorious prima facie claim that he is not the genetic father of the child[ren] and that he [signed [an] acknowledgment[s] of paternity/failed to contest parentage] because of a mistaken belief at the time the [acknowledgment[s] [was/were] signed/court order was rendered] that he was the genetic father based on misrepresentations that led him to that conclusion. The Court further finds that Petitioner has estab-

lished a prima facie claim that the petition in this case was filed not later than the second anniversary of the date on which Petitioner became aware of the facts indicating that he is not the child[ren]'s genetic father.

6. Child[ren]

Child[ren]

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

If termination is *denied*, include 7., omit 8.–10., and continue with 11.

7. Termination Denied

§ 161.005(g)

Termination Denied

The Court finds by clear and convincing evidence that the results of [initial] genetic testing ordered by the Court identify Petitioner as the genetic father of the child[ren] [**include if applicable:** and that the results of further testing requested by Petitioner and ordered by the Court do not exclude Petitioner as the genetic father of the child[ren]].

IT IS THEREFORE ORDERED that Petitioner's request for termination of the parent-child relationship between Petitioner and the child[ren] is

DENIED and that Petitioner's rights and duties with respect to the child[ren], including the duty to support the child[ren], remain in full force and effect.

If termination is *granted*, include 8. and continue with 9. and/or 10. as applicable.

8. Termination Granted

§§ 161.005(h), 161.206

Termination

The Court finds by clear and convincing evidence that the results of genetic testing ordered by the Court exclude Petitioner as the genetic father of the child[ren].

IT IS THEREFORE ORDERED that the parent-child relationship between [name of petitioner] and the child[ren] the subject of this suit is terminated. IT IS FURTHER ORDERED that Petitioner's obligation to pay future child support is hereby terminated [include if applicable: and that Petitioner's obligation to pay interest accruing in the future on the basis of the existing [arrearage/money judgment for an arrearage] in child support is hereby terminated]. [Include if applicable: IT IS FURTHER ORDERED that the right of the child[ren] to inherit from and through Petitioner is terminated.]

Include 9. if applicable.

9. Optional Orders for Possession or Access

[Possession/Access]

The Court finds that it would be in the best interest of the child[ren] for Petitioner to have periods of [possession of/access to] the child[ren] and that denial of such periods of [possession/access] would significantly impair the child[ren]'s physical health or emotional well-being. IT IS THEREFORE

ORDERED that Petitioner shall have [possession of/access to] the children as follows:

For orders regarding possession and access, including required notices and warnings, see form 40-6.

Include 10. if applicable.

10. Optional Orders for Counseling

Family Counseling

The Court finds that it would be in the best interest of the child[ren] for [include as applicable: [name[s] of child[ren]]/[name of petitioner]/[name of respondent]] to participate in family counseling. IT IS THEREFORE ORDERED that [include as applicable: [name[s] of child[ren]]/[name of petitioner]/[name of respondent]] participate in family counseling with [name of counselor]. Petitioner is ORDERED to pay [percent] percent and Respondent is ORDERED to pay [percent] percent of the cost of the counseling.

Continue with the following in all orders.

11. Attorney's Fees, Expenses, and Costs

Attorney's Fees, Expenses, and Costs

Select 11.A., 11.B., 11.C., and/or 11.D. as applicable.

11.A. [Petitioner/Respondent]'s Attorney

IT IS ORDERED that good cause exists to award [name of attorney] judgment in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs incurred by [name of party to whom fees are awarded], with interest at [percent] percent per year compounded annually

from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name]**, [Petitioner/Respondent]. [Petitioner/Respondent] 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.

**11.B. Ad Litem/Amicus for
Child[ren]**

The Court finds that **[name of attorney]** has satisfactorily discharged all of the duties and obligations under chapter 107 of the Texas Family Code, and IT IS ORDERED that [he/she] is hereby discharged and relieved of any further rights, duties, and responsibilities in this cause. IT IS FURTHER ORDERED that **[name of attorney]** is awarded **[number]** dollars (\$**[amount]**) as legal fees for services rendered as [attorney ad litem/amicus attorney]. **[Include if applicable: The Court finds that these fees are necessities for the benefit of the child[ren].]** These fees are taxed as costs, and **[name]**, [Petitioner/Respondent], is ORDERED to pay the fees to **[name of attorney]** by cash, cashier's check, or money order on or before **[date]**. **[Name of attorney]** may enforce this order for fees in [his/her] own name.

**11.C. Attorney Ad Litem for
Incapacitated Person**

IT IS ORDERED that **[name of attorney]** is awarded **[number]** dollars (\$**[amount]**) as attorney's fees for legal services rendered for **[name]**, an incapacitated person. These fees are taxed as costs, and **[name]**, [Petitioner/Respondent], is ORDERED to pay the fees to **[name of attorney]** by cash,

cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

**11.D. Attorney Ad Litem for
Absent Party**

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of absent party], who received process by substituted service but did not otherwise appear. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

12. Costs
TCPRC § 31.007

Costs

Select [12.A.](#), [12.B.](#), [12.C.](#), or [12.D.](#)

**12.A. One Party Due—No
Judgment**

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

12.B. One Party Due—Judgment

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

12.C. Party Incurring

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

12.D. Half to Each Party

IT IS ORDERED 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.

13. Ordering Record Sealed

Record Sealed

IT IS ORDERED that all papers and records in this case, including the minutes of the Court, be sealed.

14. Required in All Orders

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

15. Date of Order

Date of Order

Select one of the following.

SIGNED on _____.

Or

This [Order of Termination/Order Denying Termination] 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 _____.

Continue with the following.

JUDGE PRESIDING

16. Approvals

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include the following if applicable.

[Name]
[Attorney Ad Litem/Amicus Attorney]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Repeat if more than one ad litem/amicus.

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Complete information on suit affecting the family relationship (form [56-18](#)), parent-child relationship information sheet (form [56-19](#)), and application for amended birth certificate based on parentage (form [54-10](#)).

Chapter 51
Adoption of Child

Form 51-1	Original Petition for Adoption of [a] Child[ren]	247
Form 51-2	Order Granting Adoption	259

Form 51-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Adoption of [a] Child[ren]

1. *Discovery Level*
TRCP 190.1

1. Discovery Level

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

2. *Petitioner[s]*
§§ 102.003, 102.005, 102.006,
102.008, 162.001, 162.002;
TCPRC § 30.014

2. Petitioner[s]

2.A. *Identity*

Select [2.A.1.](#) or [2.A.2.](#)
If married, both spouses must join in the
petition. [Tex. Fam. Code § 162.002\(a\).](#)

2.A.1. *Joint Petitioners*

This suit is brought by [name] and [name], Petitioners, who are spouses.

[The last three numbers of [name of first petitioner]'s driver's license
number are [numbers]./[Name of first petitioner] has not been issued a driver's
license.] [The last three numbers of [name of first petitioner]'s Social Security
number are [numbers]./[Name of first petitioner] has not been issued a Social
Security number.] [Repeat statements for second petitioner.]

2.A.2. Sole Petitioner

This suit is brought by [name], Petitioner.

[The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

2.B. Relationship to Child[ren]

Select [2.B.1.](#) or [2.B.2.](#)

2.B.1. Petitioner[s] Not Related to Child[ren]

Petitioner[s] [is/are] not related to the child[ren] the subject of this suit.

2.B.2. Petitioner[s] Related to Child[ren]

Petitioner[s] [is/are] the [relationship] of the child[ren] the subject of this suit.

3. Jurisdiction

§§ 102.002, 102.008(b)(1),
155.001, 155.101

3. Jurisdiction

Select [3.A.](#) or [3.B.](#)

3.A. Subsequent Action by Court with Continuing, Exclusive Jurisdiction

This Court has acquired and retains continuing, exclusive jurisdiction of this suit and of the child[ren] the subject of this suit as a result of prior proceedings.

**3.B. Jurisdiction under Section
103.001(b)**

This Court has jurisdiction of this suit under section 103.001(b) of the
Texas Family Code.

**4. Interstate Placement
Information
§ 162.002**

• *Required*

4. Interstate Placement Information

A verified allegation or statement complying with section 162.002 of the
Texas Family Code is attached to this petition and incorporated for all pur-
poses.

**5. Child[ren]
§ 102.008(b)(2)**

5. Child[ren]

Petitioner[s] seek[s] to adopt the following child[ren]: a [male/female]
child born on [date] and now residing with Petitioner[s].

Repeat above information for each additional child.

Or

§ 102.005(4)

Petitioner[s] seek[s] to adopt the following child[ren]: a [male/female]
born on [date] who is the sibling of a child that Petitioner[s] [[has/have]
adopted/[is/are] the foster parent[s] of and [has/have] petitioned the Court to
adopt].

Repeat above information for each additional child.

Continue with the following.

Adoption by Petitioner[s] is in the best interest of the child[ren].

6. Court-Ordered Relationships

6. Court-Ordered Relationships

Select [6.A.](#) or [6.B.](#)

6.A. None Existing

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

6.B. Court-Ordered Relationships

§ 102.008(b)(5)–(7)

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

- *Service*
§ 102.009

If [6.B.](#) was used, select one of the following.

1. Personal

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. Waiver

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat 6.B. for each additional person having a court-ordered relationship with the child(ren).

7. **Property**
§ 102.008(b)(9)

7. *Property*

7.A. **No Property**

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

Or

7.B. **Property**

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: [describe and state value of property for each child].

8. **Protective Order Statement**
§ 102.008(b)(11)

8. *Protective Order Statement*

Select 8.A. if no order is in effect and no application is pending. Include 8.B. if one or more orders are in effect. Include 8.C. if one or more applications are pending.

8.A. **No Order or Pending Application**

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code

of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

8.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

8.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

9. Eligibility for Adoption

9. Eligibility for Adoption

Select [9.A.](#), [9.B.](#), [9.C.](#), or [9.D.](#)

9.A. No Living Parents

§ 162.001(b)(1)

The child[ren] sought to be adopted [has/have] no living parents.

9.B. Termination of Parents

§ 162.001(b)(1)

If the adoptive parents will see this petition, it may be preferable not to identify the termination decree; in that case, the termination decree should be among the papers filed with the court to demonstrate the prior termination.

The parent-child relationship has been terminated as to each living parent of the child[ren] the subject of this suit.

Include the following if applicable.

The parent-child relationship, if any, between the child[ren] the subject of this suit and any man who has failed to register with the Texas Paternity Registry or whose paternity has not been adjudicated has been terminated.

If one parent retains parental rights following the adoption pursuant to 9.C. or 9.D., a request for conservatorship should be included in the petition. See form 40-1.

9.C. Nonterminated Parent**Consents**

§ 162.001(b)(3)

The [child is/children are] at least two years old, and the parent-child relationship has been terminated as to [name], a parent of the child[ren]. Petitioner [is the former stepparent of the child[ren]/has been a managing conservator of the child[ren]/has had actual care, possession, and control of the child[ren] for at least six months preceding the adoption]. [Name], the parent of the child[ren] whose rights have not been terminated, consents to the adoption.

**9.D. Petitioner Former
Stepparent**
§ 162.001(b)(4)

The [child is/children are] at least two years old, and the parent-child relationship has been terminated as to [name], a parent of the child[ren]. Petitioner is the former stepparent of the child[ren] and has [been a managing conservator of the child[ren]/had actual care, possession, and control of the child[ren] for at least one year preceding the adoption].

10. Residence Requirement
§ 162.009

10. Residence with Petitioner[s]

10.A. Fulfilled

The child[ren] the subject of this suit will have lived in the home of Petitioner[s] for at least six months when this case is heard.

Or

10.B. Waiver Requested

The child[ren] the subject of this suit will not have lived in the home of Petitioner[s] for six months when this case is heard. Waiver of the requirement of six months' residence with Petitioner[s] would be in the best interest of the child[ren].

11. Consent[s]
§§ 162.010, 162.001(a)(3)

11. Consent[s]

Select as applicable.

11.A. Managing Conservator

The written consent of [name], the managing conservator, will be filed with the Court.

And/Or

11.B. Child[ren] 12 or Older

The written consent of the child[ren] twelve years of age or older [is attached as Exhibit [exhibit number/letter]/will be filed with the Court].

Or

The child[ren] twelve years of age or older will appear in Court and acknowledge consent to the adoption.

Or

It would be in the best interest of the child[ren] twelve years of age or older to waive the requirement of the child[ren]'s consent.

And/Or

11.C. Nonterminated Parent

The written consent of [name], the parent with existing parental rights, will be filed with the Court.

12. Adoption Evaluation

§§ 162.003, 107.153, 107.158–
.160

- *Required in All Adoption Suits*

12. Adoption Evaluation

Petitioner[s] request[s] the Court to order the performance of an adoption evaluation as required by the Texas Family Code.

Omit 13. if the adoption is by the child's grandparents, stepparent, or aunt or uncle by birth, marriage, or prior adoption.

**13. Health, Social, Educational,
and Genetic History Report**
§§ 162.007–.008

13. Health, Social, Educational, and Genetic History Report

13.A. Information Available

Petitioner[s] request[s] the Court to order the department, authorized agency, parent, guardian, or person who placed the child[ren] for adoption to file a copy of [the/each] health, social, educational, and genetic history report in the record.

Or

13.B. Information Not Available

Petitioner[s] request[s] that the Court issue an order waiving the required preparation and filing of a report on the health, social, educational, and genetic history of the child[ren] because neither of the child[ren]'s biological parents can be located and there is not sufficient information available to compile the report.

14. Child[ren]'s Name[s]

14. Child[ren]'s Name[s]

Petitioner[s] request[s] that the name of the child the subject of this suit [include if applicable: who was born on [date]] [be changed to/remains] [full name].

Repeat for each additional child and identify by sex or birth date if more than one child.

15. Sealing of Records

§ 162.021

15. Sealing of Records

Petitioner[s] request[s] the Court to order the sealing of the file and the minutes of the Court.

16. Waiver of Attendance

§ 162.014

16. Waiver of Attendance

Select as applicable.

Petitioners request that the Court waive the requirement that both Petitioners attend the hearing. It would be unduly difficult for [name] to appear because [state facts].

And/Or

It would be in the best interest of the child[ren] twelve years of age or older that [his/her/their] attendance at the hearing be waived, and Petitioner[s] request[s] the Court to do so.

17. Prayer

- *Required in All Petitions*

17. Prayer

Petitioner[s] pray[s] that citation and notice issue as required by law. Petitioner[s] pray[s] that the Court enter its order in accordance with the allegations of this petition.

Petitioner[s] pray[s] for general relief.

[Name]

Attorney for Petitioner[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings. If applicable, attach death certificate(s) of parent(s).

For affidavit regarding interstate placement information, see form [53-25](#).

For waiver of citation and consent to adoption by managing conservator or nonterminated parent, see form [53-18](#).

For affidavit for citation by publication, see form [53-11](#); for affidavit for citation by other substituted service, see form [8-23](#).

For consent by child to adoption, see form [53-19](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 51-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Granting Adoption**1. Date of Hearing**

On [date] the Court heard this case.

2. Appearances

Appearances

2.A. Petitioner[s]

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

Include those of the following that are applicable.

2.B. Other Parties Appearing

Other parties appearing were [names of other persons appearing].

And/Or

2.C. Child[ren] 12 or Older

The child[ren] to be adopted who [is/are] twelve years of age or older attended the hearing.

And/Or

2.D. Ad Litem/Amicus

Also appearing was [name], appointed by the Court as [guardian ad litem/attorney ad litem/amicus attorney] for the child[ren] the subject of this suit.

3. Jurisdiction*Jurisdiction*

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All questions of fact and of law were submitted to the Court. All persons entitled to citation were properly cited.

4. Record*Record***4.A. Waived**
§ 105.003(c)

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

Or

4.B. Reporter

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

5. Child[ren]*Child[ren]*

The Court finds that the child sought to be adopted in this suit is a [male/female] child born on [date] and now residing with Petitioner[s]. [Include if applicable: The home state of the child is [specify].]

Repeat above information for each additional child.

6. Eligibility for Adoption
§ 162.001*Eligibility for Adoption*

Select one of the following.

The Court finds that the child[ren] [has/have] no living parent whose parental rights have not been terminated by final judicial order.

Or

The Court finds that the parent-child relationship has been terminated as to [name], a parent of the child[ren]. The Court further finds that the child[ren] [is/are] at least two years old and that Petitioner [is the former stepparent of the child[ren]/has been a managing conservator of the child[ren]/has had actual care, possession, and control of the child[ren] for at least six months]. [Include **12.C. below for nonterminated parent's consent.**]

Or

The Court finds that the parent-child relationship has been terminated as to [name], a parent of the child[ren]. The Court further finds that the child[ren] [is/are] at least two years old. The Court further finds that Petitioner is the former stepparent of the child[ren] and has [been a managing conservator of the

child[ren]/had actual care, possession, and control of the child[ren] for at least one year].

7. Residence with Petitioner[s]
§ 162.009

Residence with Petitioner[s]

7.A. Requirement Fulfilled

The Court finds that the child[ren] [has/have] lived in the home of Petitioner[s] for at least six months.

Or

7.B. Requirement Waived

The Court finds that the child[ren] [has/have] not lived in the home of Petitioner[s] for at least six months but that the best interest of the child[ren] is served by waiver of this residence requirement.

IT IS THEREFORE ORDERED that the six months' residence requirement is waived.

8. Adoption Evaluation
§§ 162.003, 107.153, 107.158–
.160

Adoption Evaluation

The Court finds that the required adoption evaluation, including post-placement reports, has been performed and is on file herein. The Court finds that the adoption evaluation meets the requirements of the Court.

**9. Health, Social, Educational,
and Genetic History Report**
§ 162.008

Health, Social, Educational, and Genetic History Report

9.A. Report Filed
§§ 162.006(e), 162.008(b)

The Court finds that the health, social, educational, and genetic history report concerning the child[ren] was submitted to the adoptive parents before the placement of the child[ren] and that a copy of that report has been signed by the adoptive parents and is on file in the record of this case. [**Include if applicable:** The Court further finds that a certificate from the Department of Family and Protective Services acknowledging receipt of the report is in the file.]

Or

9.B. Report Waived

The Court finds that the preparation and filing of the health, social, educational, and genetic history report concerning the child[ren] has been waived by this Court. The requirement of submission of the report to the child[ren]'s adoptive parents is waived.

Or

9.C. Report Not Required

The Court finds that the preparation and filing of the health, social, educational, and genetic history report concerning the child[ren] is not required by section 162.005 of the Texas Family Code.

**10. Criminal History Record
Information**
§ 162.0085

Criminal History Record Information

The Court finds that the criminal history record information required for
[name[s]] is on file in the record of this case.

11. Interstate Compact
§ 162.002

Interstate Compact

The Court finds that Petitioner[s] [has/have] filed a verified allegation or
statement regarding compliance with the Interstate Compact on the Placement
of Children as required by section 162.002 of the Texas Family Code.

12. Consent[s]

Consent[s]

Select as applicable.

12.A. Managing Conservator

The Court finds that the managing conservator has consented to this
adoption by written consent on file in this case.

And/Or

12.B. Child[ren] 12 Years or Older

12.B.1. Consent[s]

The Court finds that the child[ren] to be adopted who [is/are] twelve
years of age or older [has/have] given consent to this adoption.

Or

12.B.2. Waiver

The Court finds that it is in the best interest of the child[ren] to be adopted who [is/are] twelve years of age or older to waive the requirement of the child[ren]'s consent.

And/Or

12.C. Nonterminated Parent

The Court finds that the parent with existing parental rights has consented to this adoption by written consent on file in this case.

If one parent retains rights following the adoption, parental rights and duties should be allocated. See form 40-6 for language to be inserted after 14.B .

13. Waiver of Attendance
§ 162.014*Waiver of Attendance*

Attendance by [name[s] of person[s] whose attendance is excused] was for good cause waived.

14. Adoption Granted*Adoption Granted*

The Court finds by a preponderance of the evidence that all prerequisites and requirements for adoption have been met and that the adoption is in the best interest of the child[ren]. IT IS ORDERED that the adoption of the child[ren] the subject of this suit by Petitioner[s] is GRANTED and that the parent-child relationship is created between the child[ren] and Petitioner[s] for all purposes.

14.A. Child[ren]'s Name[s]
§ 162.016(c)

IT IS FURTHER ORDERED that the name of the child the subject of this suit [**include if applicable:** who was born on [date]] [is changed to/shall remain] [**first, middle, and last names**].

Repeat for each additional child and identify by sex or birth date if more than one child.

14.B. Citizenship
(Recommended)

The Court finds that the child[ren] adopted [is a/are] citizen[s] of the United States of America.

15. Transmitting Report; Sealing Files

Report Transmitted[; Files Sealed]

IT IS FURTHER ORDERED that the clerk of this Court shall, after entry of final orders in this case, transmit to the vital statistics unit at Austin, Texas, a certified report of adoption in accordance with section 108.003 of the Texas Family Code. [**Include if applicable:** All papers and records in this case, including the minutes of the Court, are ordered sealed.]

Include 16. If applicable.

16. Ad Litem/Amicus for Child[ren]

The Court finds that [**name of attorney or professional**] has satisfactorily discharged all of [his/her] duties and obligations under chapter 107 of the Texas Family Code, and IT IS ORDERED that [he/she] is hereby discharged and relieved of any further rights, duties, and responsibilities in this case. IT IS FURTHER ORDERED that [**name of attorney or professional**] is awarded

[number] dollars (\$[amount]) as [legal/professional] fees for services rendered as [guardian ad litem/attorney ad litem/amicus attorney]. [Include if applicable: The Court finds that these fees are necessities for the benefit of the child[ren].] These fees are taxed as costs, and [name], [Petitioner/[designation of other party]], is ORDERED to pay the fees to [name of attorney or professional] by cash, cashier's check, or money order on or before [date]. [Name of attorney or professional] may enforce this order for fees in [his/her] own name.

17. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

18. Date of Order

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

19. Approvals

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.: **[if applicable]**

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for **[name of other party]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if applicable.

[Name]

[Guardian Ad Litem/Attorney Ad
Litem/Amicus Attorney]

State Bar No.: **[if applicable]**

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

[Name of petitioner]

Repeat for any additional petitioner.

[Name of other party]

Ensure that the certificate of adoption (form [53-28](#)) is sent to the vital statistics unit with the appropriate fee.

Obtain certified copies of the order promptly for future use for passports, Social Security, and so forth.

Chapter 52
Combined Termination and Adoption of Stepchild

Form 52-1	Original Petition for Termination and Adoption of Stepchild[ren]	273
Form 52-2	Order Terminating Parental Rights and Granting Adoption of Stepchild[ren].	305

Form 52-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Termination and Adoption of Stepchild[ren]

1. *Discovery Level*
TRCP 190.1

1. Discovery Level

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include [2.](#) if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
§ 201.005

2. Objection to Assignment of Case to Associate Judge

Petitioners object to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. *Petitioners*
*§§ 102.003, 102.005, 102.006,
102.008, 162.001, 162.002;
TCP RC § 30.014*

3. Petitioners

This suit is brought by [name] and [name], Petitioners, who are spouses.

Petitioner [name] is the [mother/father] of the child[ren] the subject of
this suit.

Petitioner [**name**] is the [stepmother/stepfather] of the child[ren] the subject of this suit.

[The last three numbers of [**name of first petitioner**]'s driver's license number are [**numbers**]./[**Name of first petitioner**] has not been issued a driver's license.] [The last three numbers of [**name of first petitioner**]'s Social Security number are [**numbers**]./[**Name of first petitioner**] has not been issued a Social Security number.] [**Repeat statements for second petitioner.**]

4. Jurisdiction

§§ 102.002, 102.008(b)(1),
155.001, 155.101

4. Jurisdiction

Select [4.A.](#) or [4.B.](#)

4.A. No Prior Proceedings

No court has continuing jurisdiction of this suit or of the child[ren] the subject of this suit.

4.B. Subsequent Action

This Court has acquired and retains continuing, exclusive jurisdiction of this suit and of the child[ren] the subject of this suit as a result of prior proceedings.

Include [4.C.](#) if any party resides outside Texas.

4.C. UCCJEA Information

§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [**exhibit number/letter**].

5. Interstate Placement Information

§ 162.002

- Required

5. Interstate Placement Information

A verified allegation or statement complying with section 162.002 of the Texas Family Code is attached to this petition as Exhibit [exhibit number/letter] and incorporated for all purposes.

6. Child[ren]

§ 102.008(b)(2)

6. Child[ren]

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

7. Person[s] Entitled to Citation

§ 102.009

7. Person[s] Entitled to Citation

If the parents are of the same sex, amend 7.A. and 7.B. as appropriate.

Do not include 7.A. if the mother is a petitioner.

7.A. Mother

§ 102.008(b)(4)

The mother of the child[ren] the subject of this suit is [name].

- *Service*
§ 102.009(a)(7)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Continue with the following if applicable. Do not include 7.B. if the father is a petitioner or if the child has no presumed or acknowledged father.

**7.B. Presumed/Acknowledged
Father**
§ 102.008(b)(4)

The [presumed/acknowledged] father of the child[ren] the subject of this suit is [**name**].

- *Service*
§ 102.009(a)(7)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Continue with the following if applicable.

7.C. *Alleged Father*
§ 102.008(b)(8)

Include 7.C.1. if applicable.

7.C.1. *No Presumed/
Acknowledged Father*

The child[ren] [has/have] no presumed or acknowledged father.

Continue with 7.C.2. only if the alleged father has signed an affidavit of waiver of interest.

7.C.2. *Service*
§§ 102.009(a)(8),
161.002(b)

The man alleged to be the father is [name]. No service is necessary at this time.

Continue with the following if applicable.

7.D. *Man (Other Than Alleged
Father) Who Registered*

[Name] has registered with the paternity registry under chapter 160 of the Texas Family Code. The address [name] provided the registry is [address, city, state].

• *Service*
§ 102.009(a)(9)

Select one of the following.

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted
§ 102.010*

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Continue with the following.

7.E. *Court-Ordered
Relationships*

Select [7.E.1.](#) or [7.E.2.](#)

7.E.1. *None Existing*

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

7.E.2. *Court-Ordered
Relationships
§ 102.008(b)(5)–(7)*

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

• *Service
§ 102.009*

If [7.E.2.](#) is used, select one of the following.

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat 7.E.2. for each additional person having a court-ordered relationship with the child(ren).

If appropriate, include provisions for service on the Department of Family and Protective Services and/or on the attorney general as required by Tex. Fam. Code § 102.009(a)(10), (d).

8. *Property*
§ 102.008(b)(9)

8. *Property*

8.A. *No Property*

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

Or

8.B. *Property*

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: [describe and state value of property for each child].

9. Protective Order Statement

§ 102.008(b)(11)

9. Protective Order Statement

Select **9.A.** if no order is in effect and no application is pending. Include **9.B.** if one or more orders are in effect. Include **9.C.** if one or more applications are pending.

9.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

9.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

9.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with

regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [date] in the [designation] Court in Cause No. [number]. **[Repeat as applicable if more than one application is pending.]**

10. Termination Sought

10. Termination Sought

10.A. Terminate Parent Respondent

Termination of the parent-child relationship between [name of parent to be terminated] and the child[ren] the subject of this suit is in the best interest of the child[ren], and such termination is requested.

Select 10.A.1., 10.A.2., and/or 10.A.3. as applicable.

10.A.1. Code § 161.001 Grounds

Select 10.A.1.a. or 10.A.1.b. Continue with 10.A.1.c.

10.A.1.a. Current Acts § 161.001(b)(1)

As grounds for termination, Petitioners allege that [this parent has/ before this case is heard this parent will have]—

Or

10.A.1.b. Acts Occurring before Prior Order Denying Termination §§ 161.001(b)(1), 161.004

As grounds for termination, Petitioners allege that a prior order denying termination of the parent-child relationship of this parent was rendered on [date of prior order] in [this Court/the [designation] Court of [county] County,

Texas], that the circumstances of the child[ren], parent, sole managing conservator, possessory conservator, or other party affected by the prior order have materially and substantially changed since that date, and that, before that date, this parent had—

10.A.1.c. *Grounds*

Select as applicable.

(1) *Left Child[ren] with Intent Not to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent and expressed an intent not to return;

(2) *Left for 3 Months without Expressing Intent to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent without expressing an intent to return, without providing for the adequate support of the child[ren], and remained away for a period of at least three months;

(3) *Left for 6 Months without Providing Support, etc.*

voluntarily left the child[ren] alone or in the possession of another without providing adequate support of the child[ren] and remained away for a period of at least six months;

(4) *Placed or Allowed in Dangerous Conditions*

knowingly placed or knowingly allowed the child[ren] to remain in conditions or surroundings that endanger the physical or emotional well-being of the child[ren];

(5) *Conduct That Endangers
Child[ren]*

engaged in conduct or knowingly placed the child[ren] with persons who engaged in conduct that endangers the physical or emotional well-being of the child[ren];

(6) *Failed to Support for 1 Year*

failed to support the child[ren] in accordance with [his/her] ability during a period of one year ending within six months of the date of the filing of this petition;

(7) *Abandoned Child[ren] without
Identifying*

abandoned the child[ren] without identifying the child[ren] or furnishing means of identification, and the child[ren]'s [identity/identities] cannot be ascertained by the exercise of reasonable diligence;

(8) *Abandoned Mother during
Pregnancy*

voluntarily, and with knowledge of the pregnancy, abandoned the child's mother beginning at a time during her pregnancy with the child and continuing through the birth, failed to provide adequate support or medical care for the mother during the period of abandonment before the birth of the child, and remained apart from the child or failed to support the child since the birth;

(9) *Refused to Submit to Court
Order*

contumaciously refused to submit to a reasonable and lawful order of a court under subchapter D, chapter 261, of the Texas Family Code;

(10) *Cause of Absence from School*

been the major cause of the failure of the child[ren] to be enrolled in school as required by the Texas Education Code;

(11) *Cause of Absence from Home*

been the major cause of the child[ren]’s absence from the home without the consent of the parents or guardian for a substantial length of time or without the intent to return;

(12) *Executed Affidavit of Relinquishment*

executed an unrevoked or irrevocable affidavit of relinquishment of parental rights as provided for by chapter 161 of the Texas Family Code (this affidavit of relinquishment is attached to this petition as Exhibit [**exhibit number/letter**]);

(13) *Injured Child—Penal Code Violation*

been convicted or placed on community supervision (including deferred adjudication community supervision) for being criminally responsible for the death or serious injury of a child under [section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code/[**specify provision of law of another jurisdiction**], which contains elements that are substantially similar to the elements of an offense under section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code];

(14) *Injured Child—Title 3 Adjudication*

been adjudicated under title 3 of the Texas Family Code for conduct that caused the death or serious injury of a child and that would constitute a violation under section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code;

*(15) Terminated with Regard to
Another Child*

had [his/her] parent-child relationship terminated with respect to another child based on a finding that [his/her] conduct was in violation of paragraph (D) or (E) of section 161.001(b)(1) of the Texas Family Code or substantially equivalent provisions of the law of another state;

*(16) Used Drugs and Didn't
Complete Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health or safety of the child[ren] and failed to complete a court-ordered substance abuse treatment program;

*(17) Used Drugs after Completing
Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health and safety of the child[ren] and, after completion of a court-ordered substance abuse treatment program, continued to abuse a controlled substance;

*(18) Knowingly Engaged in Criminal
Conduct*

knowingly engaged in criminal conduct that has resulted in [his/her] conviction of an offense and confinement or imprisonment and inability to care for the child[ren] for not less than two years from the date this petition is filed;

(19) Caused Child's Addiction

been the cause of the child[ren]'s being born addicted to alcohol or a controlled substance, other than a controlled substance legally obtained by prescription, as defined by section 161.001(a) of the Texas Family Code;

(20) *Delivered to Emergency Care
Provider without Expressing
Intent to Return*

voluntarily delivered the child[ren] to a designated emergency infant care provider under section 262.302 of the Texas Family Code without expressing an intent to return for the child[ren];

(21) *Been Convicted of Murder of
Child[ren]'s Other Parent*

been convicted of the murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(22) *Been Convicted of Criminal
Attempt to Murder Child[ren]'s
Other Parent*

been convicted of criminal attempt under [section 15.01 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal attempt under section 15.01 of the Texas Penal Code,] to commit the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(23) *Been Convicted of Criminal
Solicitation of Murder of
Child[ren]'s Other Parent*

been convicted of criminal solicitation under [section 15.03 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal solicitation under section 15.03 of the Texas Penal Code,] of the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(24) *Been Convicted of Sexual
Assault of Child[ren]'s Other
Parent*

been convicted of the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

(25) *Community Supervision for
Sexual Assault of Child[ren]'s
Other Parent*

been placed on [community supervision/deferred adjudication community supervision/[**specify other functionally equivalent form of community supervision or probation**]] for being criminally responsible for the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the

Texas Penal Code/[specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

And/Or

10.A.2. *Abortion*
§ 161.006

As grounds for termination, Petitioners allege that the child was born alive as the result of an abortion.

And/Or

10.A.3. *Pregnancy Resulting from Criminal Act*
§ 161.007

10.A.3.a. *Parents Were Not Married or Cohabiting for 2 Years after Child's Birth*
§ 161.007(a)

As grounds for termination, Petitioners allege that the parent was not married to or cohabiting with the other parent for the two years after the birth of the child, that the parent has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of that conduct, the victim of the conduct became pregnant with the parent's child.

10.A.3.b. *Parents Were Married or Cohabiting for 2 Years after Child's Birth*
§ 161.007(b)

As grounds for termination, Petitioners allege that the parent was married to or cohabiting with the other parent for the two years after the birth of the child, that the parent has been convicted of an offense committed under

section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of the commission of the offense by the parent, the other parent became pregnant with the child.

10.B. Terminate Alleged Father

The parent-child relationship between the child[ren] the subject of this suit and the alleged father does not exist in law or in fact. If any parent-child relationship does exist, has ever existed, or could ever exist between the alleged father and the child[ren] the subject of this suit, which is not admitted but is denied, it is in the best interest of the child[ren] that the relationship be terminated, and such termination is requested.

Select [10.B.1.](#), [10.B.2.](#), [10.B.3.](#), [10.B.4.](#), [10.B.5.](#), [10.B.6.](#), and/or [10.B.7.](#) as applicable.

10.B.1. Affidavit of Waiver of Interest
§ 161.106

The alleged father [has/will have] executed an irrevocable affidavit of waiver of interest containing a waiver of notice and service of citation as provided for in section 161.106 of the Texas Family Code. The affidavit [is attached as Exhibit **[exhibit number/letter]**/will be filed with the Court].

And/Or

10.B.2. Code § 161.001 Grounds

Select [10.B.2.a.](#) or [10.B.2.b.](#) Continue with [10.B.2.c.](#)

10.B.2.a. Current Acts
§ 161.001(b)(1)

As grounds, Petitioners allege that [the alleged father has/before this case is heard the alleged father will have]—

Or

**10.B.2.b. Acts Occurring before
Prior Order Denying
Termination**
§§ 161.001(b)(1),
161.004

As grounds, Petitioners further allege that an order denying termination of the parent-child relationship of the alleged father was rendered on [**date of prior order**] in [this Court/the [**designation**] Court of [**county**] County, Texas], that the circumstances of the child[ren], alleged father, sole managing conservator, possessory conservator, or other party affected by the prior order have materially and substantially changed since that date, and that, before that date, the alleged father had—

10.B.2.c. Grounds

Select as applicable.

**(1) Left Child[ren] with Intent Not
to Return**

voluntarily left the child[ren] alone or in the possession of another not the parent and expressed an intent not to return;

**(2) Left for 3 Months without
Expressing Intent to Return**

voluntarily left the child[ren] alone or in the possession of another not the parent without expressing an intent to return, without providing for the adequate support of the child[ren], and remained away for a period of at least three months;

(3) *Left for 6 Months without
Providing Support, etc.*

voluntarily left the child[ren] alone or in the possession of another without providing adequate support of the child[ren] and remained away for a period of at least six months;

(4) *Placed or Allowed in
Dangerous Conditions*

knowingly placed or knowingly allowed the child[ren] to remain in conditions or surroundings that endanger the physical or emotional well-being of the child[ren];

(5) *Conduct That Endangers
Child[ren]*

engaged in conduct or knowingly placed the child[ren] with persons who engaged in conduct that endangers the physical or emotional well-being of the child[ren];

(6) *Failed to Support for 1 Year*

failed to support the child[ren] in accordance with his ability during a period of one year ending within six months of the date of the filing of this petition;

(7) *Abandoned Child[ren] without
Identifying*

abandoned the child[ren] without identifying the child[ren] or furnishing means of identification, and the child[ren]'s [identity/identities] cannot be ascertained by the exercise of reasonable diligence;

(8) *Abandoned Mother during
Pregnancy*

voluntarily, and with knowledge of the pregnancy, abandoned the child's mother beginning at a time during her pregnancy with the child and continuing through the birth, failed to provide adequate support or medical care for the

mother during the period of abandonment before the birth of the child, and remained apart from the child or failed to support the child since the birth;

(9) *Refused to Submit to Court Order*

contumaciously refused to submit to a reasonable and lawful order of a court under subchapter D, chapter 261, of the Texas Family Code;

(10) *Cause of Absence from School*

been the major cause of the failure of the child[ren] to be enrolled in school as required by the Texas Education Code;

(11) *Cause of Absence from Home*

been the major cause of the child[ren]'s absence from the home without the consent of the parents or guardian for a substantial length of time or without the intent to return;

(12) *Executed Affidavit of Relinquishment*

executed an affidavit of waiver of interest that constitutes an unrevoked or irrevocable affidavit of relinquishment of parental rights as provided for by chapter 161 of the Texas Family Code (this affidavit of relinquishment is attached to this petition as Exhibit [**exhibit number/letter**]);

(13) *Injured Child—Penal Code Violation*

been convicted or placed on community supervision (including deferred adjudication community supervision) for being criminally responsible for the death or serious injury of a child under [section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code/[**specify provision of law of another jurisdiction**], which contains elements that are substantially similar to

the elements of an offense under section [19.02/19.03/19.04/20A.02(a)(7)/
20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/
43.05/43.25/43.26] of the Texas Penal Code];

*(14) Injured Child—Title 3
Adjudication*

been adjudicated under title 3 of the Texas Family Code for conduct that
caused the death or serious injury of a child and that would constitute a viola-
tion under section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/
22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the
Texas Penal Code;

*(15) Terminated with Regard to
Another Child*

had his parent-child relationship terminated with respect to another child based
on a finding that his conduct was in violation of paragraph (D) or (E) of section
161.001(b)(1) of the Texas Family Code or substantially equivalent provisions
of the law of another state;

*(16) Used Drugs and Didn't
Complete Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and
Safety Code) in a manner that endangered the health or safety of the child[ren]
and failed to complete a court-ordered substance abuse treatment program;

*(17) Used Drugs after Completing
Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and
Safety Code) in a manner that endangered the health and safety of the
child[ren] and, after completion of a court-ordered substance abuse treatment
program, continued to abuse a controlled substance;

(18) *Knowingly Engaged in Criminal Conduct*

knowingly engaged in criminal conduct that has resulted in his conviction of an offense and confinement or imprisonment and inability to care for the child[ren] for not less than two years from the date this petition is filed;

(19) *Caused Child's Addiction*

been the cause of the child[ren]'s being born addicted to alcohol or a controlled substance, other than a controlled substance legally obtained by prescription, as defined by section 161.001(a) of the Texas Family Code;

(20) *Delivered to Emergency Care Provider without Expressing Intent to Return*

voluntarily delivered the child[ren] to a designated emergency infant care provider under section 262.302 of the Texas Family Code without expressing an intent to return for the child[ren];

(21) *Been Convicted of Murder of Child[ren]'s Other Parent*

been convicted of the murder of the other parent of the child[ren] under [[section 19.02/ section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(22) *Been Convicted of Criminal Attempt to Murder Child[ren]'s Other Parent*

been convicted of criminal attempt under [section 15.01 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal attempt under

section 15.01 of the Texas Penal Code,] to commit the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(23) *Been Convicted of Criminal Solicitation of Murder of Child[ren]'s Other Parent*

been convicted of criminal solicitation under [section 15.03 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal solicitation under section 15.03 of the Texas Penal Code,] of the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(24) *Been Convicted of Sexual Assault of Child[ren]'s Other Parent*

been convicted of the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

(25) *Community Supervision for
Sexual Assault of Child[ren]'s
Other Parent*

been placed on [community supervision/deferred adjudication community supervision/[**specify other functionally equivalent form of community supervision or probation**]] for being criminally responsible for the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

And/Or

10.B.3. *Abortion
§ 161.006*

As grounds for termination, Petitioners allege that the child was born alive as the result of an abortion.

And/Or

10.B.4. *Failure to Respond
§ 161.002(b)(1)*

Petitioners request that any parental rights of the alleged father in the child[ren] be terminated in accordance with section 161.002(b)(1) of the Texas Family Code if, after being served with citation in this suit, the alleged father does not respond by timely filing an admission of paternity or by filing a counterclaim for paternity to be adjudicated under chapter 160 of the Texas Family Code before the final hearing in this suit.

And/Or

*10.B.5. Pregnancy Resulting from
Criminal Act
§ 161.007*

*10.B.5.a. Parents Were Not Married
or Cohabiting for 2 Years
after Child's Birth
§ 161.007(a)*

As grounds for termination, Petitioners allege that the alleged father was not married to or cohabiting with the other parent for the two years after the birth of the child, that the alleged father has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of that conduct, the victim of the conduct became pregnant with the alleged father's child.

*10.B.5.b. Parents Were Married or
Cohabiting for 2 Years
after Child's Birth
§ 161.007(b)*

As grounds for termination, Petitioners allege that the alleged father was married to or cohabiting with the other parent for the two years after the birth of the child, that the alleged father has been convicted of an offense committed under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of the commission of the offense by the alleged father, the other parent became pregnant with the child.

And/Or

*10.B.6. Failure to Register
§ 161.002(b)(2), (b)(3),
(c-1)*

The following ground of termination does not require identifying or locating the alleged father and does not require service of citation or citation by publication. [Tex. Fam. Code § 161.002\(c-1\)](#).

As grounds for termination, Petitioners allege that no man has registered with the paternity registry under chapter 160 of the Texas Family Code. A cer-

tificate from the vital statistics unit reflecting that no man has registered the intent to claim paternity [is attached to this petition as Exhibit [exhibit number/letter]/will be filed with the Court before the final hearing].

And/Or

**10.B.7. Service Attempts at
Registry Address
Unsuccessful
§ 161.002(b)(4)**

[Name of alleged father] registered with the paternity registry under chapter 160 of the Texas Family Code. Petitioners request that any parental rights of [name of alleged father] be terminated in accordance with section 161.002(b)(4) of the Texas Family Code if the attempt of Petitioners to personally serve citation at the address provided to the registry and at any other address for [name of alleged father] known to Petitioners has been unsuccessful, despite the due diligence of Petitioners. A certificate from the vital statistics unit reflecting the address information provided by [name of alleged father] to the registry [is attached to this petition as Exhibit [exhibit number/letter]/will be filed with the Court before the final hearing].

**11. Amicus Attorney/Attorney[s]
Ad Litem**

11. [Amicus Attorney/Attorney[s] Ad Litem]

Select as applicable.

11.A. Child[ren]

§§ 107.001(a), 107.021

11.A.1. Appointment Requested**a. Amicus Attorney**

Petitioners request the Court to appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

Or

b. Attorney Ad Litem

Petitioners request the Court to appoint an attorney ad litem to provide legal services for the child[ren].

Or

11.A.2. Waiver Requested

Petitioners request the Court to find that the interests of the child[ren] the subject of this suit will be represented adequately by Petitioners, whose interests are not in conflict with the child[ren]'s interests.

And/Or

11.B. Incapacitated Person

§ 107.010

Petitioners request the Court to appoint an attorney ad litem to represent the interests of [name], who is an incapacitated person entitled to citation.

And/Or

11.C. Service by Publication

TRCP 244

One or more persons entitled to citation must be cited by publication, and Petitioners request the Court to appoint an attorney ad litem for any party so cited who may default or fail to appear.

12. Adoption Sought*12. Adoption Sought*

It is in the best interest of the child[ren] the subject of this suit to be adopted by [name of stepparent], and adoption of the child[ren] is sought.

13. Residence Requirement

§ 162.009

*13. Residence with Petitioners***13.A. Fulfilled**

The child[ren] the subject of this suit will have lived in the home of Petitioners for at least six months when this case is heard.

Or

13.B. Waiver Requested

The child[ren] the subject of this suit will not have lived in the home of Petitioners for six months when this case is heard. Waiver of the requirement of six months' residence with Petitioners would be in the best interest of the child[ren].

14. Consent[s]

§ 162.010

*14. Consent[s]***14.A. Managing Conservator**

The written consent of the managing conservator is not required, because the managing conservator is one of the Petitioners.

And/Or

14.B. Child[ren] 12 or Older

The written consent of the child[ren] twelve years of age or older [is attached as Exhibit [exhibit number/letter]/will be filed with the Court].

Or

The child[ren] twelve years of age or older will appear in court and acknowledge consent to the adoption.

Or

It would be in the best interest of the child[ren] twelve years of age or older to waive the requirement of the child[ren]'s consent.

15. Child[ren]'s Name[s]

15. Child[ren]'s Name[s]

Petitioners request that the name of the child [present name] [be changed to/remains] [full name].

Repeat for each additional child.

**16. Adoption or Custody
Evaluation**

§§ 162.003, 107.153, 107.158–
.160, 107.202

An adoption evaluation looks only at the home of the petitioners. If the case involves a contested termination, a custody evaluation may be requested under [Tex. Fam. Code § 107.202](#) so that all parties are evaluated.

16. [Adoption/Custody] Evaluation

Petitioners request the Court to order that [an adoption/a custody] evaluation be performed as required by the Texas Family Code.

**17. Attorney's Fees, Expenses,
Costs, and Interest**
§§ 106.001, 106.002

17. Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Petitioners to secure the services of [name of attorney], a licensed attorney, to preserve and protect the child[ren]'s rights. Respondent, [name of respondent], should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Respondent and be ordered paid directly to the undersigned attorney, who may enforce the judgment in the attorney's own name. Petitioners request postjudgment interest as allowed by law.

Include 18. only for a parent who did not prepare a medical history report in conjunction with an affidavit of voluntary relinquishment as required by [Tex. Fam. Code § 161.1031](#).

18. Medical History Report
§ 161.2021(a)

18. Medical History Report

Petitioners request the Court to order [name of parent] to provide information regarding the medical history of [name of parent] and [name of parent]'s ancestors.

19. Sealing of Records
§§ 161.210, 162.021

19. Sealing of Records

Petitioners request the Court to order the sealing of the file and the minutes of the Court.

Include 20. if applicable.

20. Waiver of Attendance
§ 162.014(a)

20. Waiver of Attendance

Petitioners request that the Court waive the requirement that both Petitioners attend the hearing. It would be unduly difficult for [name] to appear because [state facts].

And/Or

It would be in the best interest of [name[s] of child[ren] age twelve or older] that [his/her/their] attendance at the hearing be waived, and Petitioners request the Court to do so.

If 10.A.3. or 10.B.5. (pregnancy resulting from criminal act) is ground for requested termination, a request for support under Tex. Fam. Code § 154.001(a–1) may be included.

21. Prayer

21. Prayer

• *Required in All Petitions*

Petitioners pray that citation and notice issue as required by law. Petitioners pray that the Court enter its order in accordance with the allegations of this petition.

Include the following if applicable.

• *Optional*

Petitioners pray for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

- *Required*

Petitioners pray for general relief.

[Name]

Attorney for Petitioners

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For affidavit regarding interstate placement information, see form [53-25](#).

For affidavit for citation by publication, see form [53-11](#); for affidavit for citation by other substituted service, see form [8-23](#).

For affidavits of relinquishment of parental rights, see forms [53-2](#) through [53-5](#).

For affidavit of waiver of interest in child(ren), see form [53-1](#).

For consent by child to adoption, see form [53-19](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 52-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Terminating Parental Rights and Granting Adoption of Stepchild[ren]

1. *Date of Hearing*

On [date] the Court heard this case.

2. *Appearances*

Appearances

2.A. *Petitioners*

1. *In Person and by Attorney*

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

Or

2. *Agreement*

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

Repeat for each additional petitioner as required.

2.B. *Respondent[s]*

Respondent, [name],

Select one of the following.

1. *In Person and by Attorney*

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

2. *In Person*

appeared in person and announced ready for trial.

3. *By Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

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

6. *Did Not Appear (Agreement)*

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

7. *Did Not Appear (Default after Appearance)*

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

Repeat for each additional respondent as required.

2.C. Ad Litem/Amicus

Select as applicable.

2.C.1. *Child[ren]*• *Appointed*a. *Attorney Ad Litem for
Child[ren]*

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

Or

b. *Amicus*

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.]

Or

• *Waived*

The Court finds that [name], a party to the suit, has no interest adverse to the child[ren] the subject of this suit and would adequately represent the interests of the child[ren]. No attorney ad litem or amicus attorney was necessary, and none was appointed.

And/Or

2.C.2. *Ad Litem for Incapacitated
Person*

Also appearing was [name], appointed by the Court as attorney ad litem of [name], who is an incapacitated person. [Include if applicable: The attorney ad litem has agreed to the terms of this order, as evidenced by the signature of the attorney ad litem below.]

And/Or

2.C.3. *Ad Litem for Absent Parties*

Tex. R. Civ. P. 244 requires that, if citation is by publication (Tex. R. Civ. P. 109) or by other substituted service (Tex. R. Civ. P. 109a), a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 53-16. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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

And/Or

2.C.4. *Ad Litem for Alleged Father Who Can't Be Served at Registry Address*

Also appearing was [name], appointed by the Court as attorney ad litem for [name of alleged father who registered], who could not be served with citation at the address provided to the paternity registry and could not be located after the exercise of due diligence.

Include the following if applicable.

2.D. *Child[ren] 12 or Older*

[Name[s] of child[ren] age twelve or older] attended the hearing.

2.E. *Other Parties*

Other parties appearing were [name[s] and relationship[s] to child[ren]].

3. Jurisdiction*Jurisdiction*

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

4. Jury*Jury***4.A. Waived**

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

Or

4.B. Selected

§ 105.002(a), (b)

A jury was duly selected, questions of fact relating to termination of the parent-child relationship were submitted to the jury, and a verdict was returned and duly filed.

5. Record*Record***5.A. Waived**

§ 105.003(c)

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

Or

5.B. Reporter

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

6. Child[ren]

Child[ren]

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Repeat above information for each additional child.

7. Termination

Termination

7.A. Terminate Parent Respondent

Select [7.A.1.](#), [7.A.2.](#), and/or [7.A.3.](#) as applicable.

7.A.1. Code § 161.001 Grounds

Select [7.A.1.a.](#) or [7.A.1.b.](#) Continue with [7.A.1.c.](#)

**7.A.1.a. Current Acts
§ 161.001(b)(1)**

The Court finds by clear and convincing evidence that [**name of parent to be terminated**] has—

Or

7.A.1.b. *Acts Occurring before
Prior Order Denying
Termination*
§§ 161.001(b)(1),
161.004

The Court finds by clear and convincing evidence that an order denying termination of the parent-child relationship of **[name of parent to be terminated]** was rendered in [this Court/the **[designation]** Court of **[county]** County, Texas,] on **[date of prior order]**, that the circumstances of the child[ren], parent, sole managing conservator, possessory conservator, or other party affected by the prior order have materially and substantially changed since that date, and that, before that date, **[name of parent to be terminated]** had—

7.A.1.c. *Grounds*

Select as applicable.

(1) *Left Child[ren] with Intent Not
to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent and expressed an intent not to return;

(2) *Left for 3 Months without
Expressing Intent to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent without expressing an intent to return, without providing for the adequate support of the child[ren], and remained away for a period of at least three months;

(3) *Left for 6 Months without
Providing Support, etc.*

voluntarily left the child[ren] alone or in the possession of another without providing adequate support of the child[ren] and remained away for a period of at least six months;

(4) *Placed or Allowed in
Dangerous Conditions*

knowingly placed or knowingly allowed the child[ren] to remain in conditions or surroundings that endanger the physical or emotional well-being of the child[ren];

(5) *Conduct That Endangers
Child[ren]*

engaged in conduct or knowingly placed the child[ren] with persons who engaged in conduct that endangers the physical or emotional well-being of the child[ren];

(6) *Failed to Support for 1 Year*

failed to support the child[ren] in accordance with [his/her] ability during a period of one year ending within six months of the date of the filing of the petition;

(7) *Abandoned Child[ren] without
Identifying*

abandoned the child[ren] without identifying the child[ren] or furnishing means of identification, and the child[ren]'s [identity/identities] cannot be ascertained by the exercise of reasonable diligence;

(8) *Abandoned Mother during
Pregnancy*

voluntarily, and with knowledge of the pregnancy, abandoned the child's mother beginning at a time during her pregnancy with the child and continuing through the birth, failed to provide adequate support or medical care for the mother during the period of abandonment before the birth of the child, and remained apart from the child or failed to support the child since the birth;

(9) *Refused to Submit to Court Order*

contumaciously refused to submit to a reasonable and lawful order of a court under subchapter D, chapter 261, of the Texas Family Code;

(10) *Cause of Absence from School*

been the major cause of the failure of the child[ren] to be enrolled in school as required by the Texas Education Code;

(11) *Cause of Absence from Home*

been the major cause of the child[ren]'s absence from the home without the consent of the parents or guardian for a substantial length of time or without the intent to return;

(12) *Executed Affidavit of Relinquishment*

executed an unrevoked or irrevocable affidavit of relinquishment of parental rights as provided for by chapter 161 of the Texas Family Code;

(13) *Injured Child—Penal Code Violation*

been convicted or placed on community supervision (including deferred adjudication community supervision) for being criminally responsible for the death or serious injury of a child under [section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code/[specify provision of law of another jurisdiction], which contains elements that are substantially similar to the elements of an offense under section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code];

(14) *Injured Child—Title 3
Adjudication*

been adjudicated under title 3 of the Texas Family Code for conduct that caused the death or serious injury of a child and that would constitute a violation under section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code;

(15) *Terminated with Regard to
Another Child*

had [his/her] parent-child relationship terminated with respect to another child based on a finding that [his/her] conduct was in violation of paragraph (D) or (E) of section 161.001(b)(1) of the Texas Family Code or substantially equivalent provisions of the law of another state;

(16) *Used Drugs and Didn't
Complete Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health or safety of the child[ren] and failed to complete a court-ordered substance abuse treatment program;

(17) *Used Drugs after Completing
Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health and safety of the child[ren] and, after completion of a court-ordered substance abuse treatment program, continued to abuse a controlled substance;

(18) *Knowingly Engaged in Criminal Conduct*

knowingly engaged in criminal conduct that resulted in [his/her] conviction of an offense and confinement or imprisonment and inability to care for the child[ren] for not less than two years from the date the petition was filed;

(19) *Caused Child's Addiction*

been the cause of the child[ren]'s being born addicted to alcohol or a controlled substance, other than a controlled substance legally obtained by prescription, as defined by section 161.001(a) of the Texas Family Code;

(20) *Delivered to Emergency Care Provider without Expressing Intent to Return*

voluntarily delivered the child[ren] to a designated emergency infant care provider under section 262.302 of the Texas Family Code without expressing an intent to return for the child[ren];

(21) *Been Convicted of Murder of Child[ren]'s Other Parent*

been convicted of the murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(22) *Been Convicted of Criminal Attempt to Murder Child[ren]'s Other Parent*

been convicted of criminal attempt under [section 15.01 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal attempt under

section 15.01 of the Texas Penal Code,] to commit the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(23) *Been Convicted of Criminal Solicitation of Murder of Child[ren]'s Other Parent*

been convicted of criminal solicitation under [section 15.03 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal solicitation under section 15.03 of the Texas Penal Code,] of the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(24) *Been Convicted of Sexual Assault of Child[ren]'s Other Parent*

been convicted of the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

(25) *Community Supervision for
Sexual Assault of Child[ren]'s
Other Parent*

been placed on [community supervision/deferred adjudication community supervision/[**specify other functionally equivalent form of community supervision or probation**]] for being criminally responsible for the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

And/Or

7.A.2. *Abortion
§ 161.006*

The Court finds by clear and convincing evidence that the child was born alive as the result of an abortion.

And/Or

7.A.3. *Pregnancy Resulting from
Criminal Act
§ 161.007*

7.A.3.a. *Parents Were Not
Married or Cohabiting for
2 Years after Child's
Birth
§ 161.007(a)*

The Court finds by clear and convincing evidence that [**name of parent to be terminated**] was not married to or cohabiting with the other parent for the two years after the birth of the child, that he has engaged in conduct that constitutes an offense under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of that conduct, the victim of the conduct became pregnant with his child.

7.A.3.b. *Parents Were Married or
Cohabiting for 2 Years
after Child's Birth*
§ 161.007(b)

The Court finds by clear and convincing evidence that [name of parent to be terminated] was married to or cohabiting with the other parent for the two years after the birth of the child, that he has been convicted of an offense committed under section [21.02/22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of his commission of the offense, the other parent became pregnant with the child.

Continue with the following.

7.A.4. *Best Interest*

The Court also finds by clear and convincing evidence that termination of the parent-child relationship between [name of parent to be terminated] and the child[ren] the subject of this suit is in the best interest of the child[ren].

7.A.5. *Termination Ordered*

IT IS THEREFORE ORDERED that the parent-child relationship between [name of parent terminated] and the child[ren] the subject of this suit is terminated.

7.B. *Terminate Alleged Father*

Use 7.B.1., 7.B.2., 7.B.3., 7.B.4., 7.B.5., 7.B.6., and/or 7.B.7. as applicable.

7.B.1. *Affidavit of Waiver of
Interest*
§§ 161.106, 161.204

The Court finds by clear and convincing evidence that the parent-child relationship between the child[ren] the subject of this suit and the alleged father, [name], does not exist in law or in fact and that he has executed an affi-

davit of waiver of interest as to the child[ren], including a waiver of notice and of service of citation, which affidavit is filed in this case.

And/Or

7.B.2. Code § 161.001 Grounds

Select 7.B.2.a. or 7.B.2.b. Continue with 7.B.2.c.

7.B.2.a. Current Acts
§ 161.001(b)(1)

The Court finds by clear and convincing evidence that [name of alleged father] has—

Or

7.B.2.b. Acts Occurring before
Prior Order Denying
Termination
§§ 161.001(b)(1),
161.004

The Court finds by clear and convincing evidence that an order denying termination of the parent-child relationship of [name of alleged father] was rendered in [this Court/the [designation] Court of [county] County, Texas,] on [date of prior order], that the circumstances of the child[ren], alleged father, sole managing conservator, possessory conservator, or other party affected by the prior order have materially and substantially changed since that date, and that, before that date, [name of alleged father] had—

7.B.2.c. Grounds

Select as applicable.

(1) Left Child[ren] with Intent Not
to Return

voluntarily left the child[ren] alone or in the possession of another not the parent and expressed an intent not to return;

(2) *Left for 3 Months without
Expressing Intent to Return*

voluntarily left the child[ren] alone or in the possession of another not the parent without expressing an intent to return, without providing for the adequate support of the child[ren], and remained away for a period of at least three months;

(3) *Left for 6 Months without
Providing Support, etc.*

voluntarily left the child[ren] alone or in the possession of another without providing adequate support of the child[ren] and remained away for a period of at least six months;

(4) *Placed or Allowed in
Dangerous Conditions*

knowingly placed or knowingly allowed the child[ren] to remain in conditions or surroundings that endanger the physical or emotional well-being of the child[ren];

(5) *Conduct That Endangers
Child[ren]*

engaged in conduct or knowingly placed the child[ren] with persons who engaged in conduct that endangers the physical or emotional well-being of the child[ren];

(6) *Failed to Support for 1 Year*

failed to support the child[ren] in accordance with his ability during a period of one year ending within six months of the date of the filing of the petition;

(7) *Abandoned Child[ren] without Identifying*

abandoned the child[ren] without identifying the child[ren] or furnishing means of identification, and the child[ren]'s [identity/identities] cannot be ascertained by the exercise of reasonable diligence;

(8) *Abandoned Mother during Pregnancy*

voluntarily, and with knowledge of the pregnancy, abandoned the child's mother beginning at a time during her pregnancy with the child and continuing through the birth, failed to provide adequate support or medical care for the mother during the period of abandonment before the birth of the child, and remained apart from the child or failed to support the child since the birth;

(9) *Refused to Submit to Court Order*

contumaciously refused to submit to a reasonable and lawful order of a court under subchapter D, chapter 261, of the Texas Family Code;

(10) *Cause of Absence from School*

been the major cause of the failure of the child[ren] to be enrolled in school as required by the Texas Education Code;

(11) *Cause of Absence from Home*

been the major cause of the child[ren]'s absence from the home without the consent of the parents or guardian for a substantial length of time or without the intent to return;

(12) *Executed Affidavit of Relinquishment*

executed an affidavit of waiver of interest that constitutes an unrevoked or irrevocable affidavit of relinquishment of parental rights as provided for by chapter 161 of the Texas Family Code;

(13) *Injured Child—Penal Code
Violation*

been convicted or placed on community supervision (including deferred adjudication community supervision) for being criminally responsible for the death or serious injury of a child under [section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code/[**specify provision of law of another jurisdiction**], which contains elements that are substantially similar to the elements of an offense under section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code];

(14) *Injured Child—Title 3
Adjudication*

been adjudicated under title 3 of the Texas Family Code for conduct that caused the death or serious injury of a child and that would constitute a violation under section [19.02/19.03/19.04/20A.02(a)(7)/20A.02(a)(8)/21.02/21.11/22.01/22.011/22.02/22.021/22.04/22.041/25.02/43.05/43.25/43.26] of the Texas Penal Code;

(15) *Terminated with Regard to
Another Child*

had his parent-child relationship terminated with respect to another child based on a finding that his conduct was in violation of paragraph (D) or (E) of section 161.001(b)(1) of the Texas Family Code or substantially equivalent provisions of the law of another state;

(16) *Used Drugs and Didn't
Complete Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health or safety of the child[ren] and failed to complete a court-ordered substance abuse treatment program;

(17) *Used Drugs after Completing
Program*

used a controlled substance (as defined by chapter 481 of the Texas Health and Safety Code) in a manner that endangered the health and safety of the child[ren] and, after completion of a court-ordered substance abuse treatment program, continued to abuse a controlled substance;

(18) *Knowingly Engaged in Criminal
Conduct*

knowingly engaged in criminal conduct that resulted in his conviction of an offense and confinement or imprisonment and inability to care for the child[ren] for not less than two years from the date the petition was filed;

(19) *Caused Child's Addiction*

been the cause of the child[ren]'s being born addicted to alcohol or a controlled substance, other than a controlled substance legally obtained by prescription, as defined by section 161.001(a) of the Texas Family Code;

(20) *Delivered to Emergency Care
Provider without Expressing
Intent to Return*

voluntarily delivered the child[ren] to a designated emergency infant care provider under section 262.302 of the Texas Family Code without expressing an intent to return for the child[ren];

(21) *Been Convicted of Murder of
Child[ren]'s Other Parent*

been convicted of the murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(22) *Been Convicted of Criminal
Attempt to Murder Child[ren]'s
Other Parent*

been convicted of criminal attempt under [section 15.01 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal attempt under section 15.01 of the Texas Penal Code,] to commit the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(23) *Been Convicted of Criminal
Solicitation of Murder of
Child[ren]'s Other Parent*

been convicted of criminal solicitation under [section 15.03 of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of the offense of criminal solicitation under section 15.03 of the Texas Penal Code,] of the offense of murder of the other parent of the child[ren] under [[section 19.02/section 19.03] of the Texas

Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section 19.02 or section 19.03 of the Texas Penal Code].

(24) *Been Convicted of Sexual Assault of Child[ren]'s Other Parent*

been convicted of the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

(25) *Community Supervision for Sexual Assault of Child[ren]'s Other Parent*

been placed on [community supervision/deferred adjudication community supervision/[**specify other functionally equivalent form of community supervision or probation**]] for being criminally responsible for the sexual assault of the other parent of the child[ren] under [[section 22.011/section 22.021] of the Texas Penal Code/[**specify provision of law of another state, federal law, law of a foreign country, or Uniform Code of Military Justice**], which contains elements that are substantially similar to the elements of an offense under section [22.011/22.021] of the Texas Penal Code].

And/Or

7.B.3. *Abortion*
§ 161.006

The Court finds by clear and convincing evidence that the child was born alive as the result of an abortion.

And/Or

7.B.4. *Failure to Respond*
§ 161.002(b)(1)

The Court finds by clear and convincing evidence that, after being served with citation in this suit, **[name of alleged father]** did not respond by timely filing an admission of paternity or by filing a counterclaim for paternity to be adjudicated under chapter 160 of the Texas Family Code.

And/Or

7.B.5. *Pregnancy Resulting from Criminal Act*
§ 161.007

7.B.5.a. *Parents Were Not Married or Cohabiting for 2 Years after Child's Birth*
§ 161.007(a)

The Court finds by clear and convincing evidence that **[name of alleged father]** was not married to or cohabiting with the other parent for the two years after the birth of the child, that he has engaged in conduct that constitutes an offense under section [21.02/ 22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of that conduct, the victim of the conduct became pregnant with his child.

7.B.5.b. *Parents Were Married or
Cohabiting for 2 Years
after Child's Birth*
§ 161.007(b)

The Court finds by clear and convincing evidence that [name of alleged father] was married to or cohabiting with the other parent for the two years after the birth of the child, that he has been convicted of an offense committed under section [21.02/ 22.011/22.021/25.02] of the Texas Penal Code, and that, as a direct result of his commission of the offense, the other parent became pregnant with the child.

And/Or

7.B.6. *Failure to Register*
§§ 161.002(b)(2), (b)(3),
(c-1), 160.422

The Court finds by clear and convincing evidence that the child does not have a presumed or alleged father. The Court further finds that no man has registered with the paternity registry under chapter 160 of the Texas Family Code within the time prescribed by law, as evidenced by the certificate of paternity registry search that is on file in this cause.

And/Or

7.B.7. *Service Attempts at
Registry Address
Unsuccessful*
§ 161.002(b)(4), (d), (f)

The Court finds that [name of alleged father] registered with the paternity registry under chapter 160 of the Texas Family Code and that the attempt of Petitioner[s] to personally serve citation at the address provided to the registry and at any other address for [name of alleged father] known to Petitioner[s] has been unsuccessful. The Court specifically finds, after reviewing the sworn affidavit of Petitioner[s] describing the effort of Petitioner[s] to obtain personal

service of citation on the alleged father, that due diligence has been exercised and publication is not required.

Continue with the following.

7.B.8. Best Interest

The Court also finds by clear and convincing evidence that termination of the parent-child relationship, if any exists or could exist, between **[[name of alleged father]/the biological father]** and the child[ren] the subject of this suit is in the best interest of the child[ren].

7.B.9. Termination Ordered

IT IS THEREFORE ORDERED that the parent-child relationship, if any exists or could exist, between **[[name of alleged father]/the biological father]** and the child[ren] the subject of this suit is terminated.

8. Indian Child[ren]

Indian Child[ren]

The Court finds that there is no reason to know that the [child is an Indian Child/children are Indian Children] as defined by the Indian Child Welfare Act.

Or

The Court finds that the [child is an Indian Child/children are Indian Children] as defined by the Indian Child Welfare Act.

9. Medical History Report
§§ 161.1031, 161.2021

Medical History Report

The Court finds that [name of parent] has prepared a medical history report that addresses the medical history of [name of parent] and [name of parent]'s ancestors.

Or

IT IS ORDERED that [name of parent] shall provide information regarding the medical history of [name of parent] and [name of parent]'s ancestors.

10. Adoption Proceedings

Adoption

Then the Court proceeded to consider the application of [name of step-parent] to adopt the child[ren] the subject of this suit.

11. Residence with Petitioners
§ 162.009

Residence with Petitioners

11.A. Requirement Fulfilled

The Court finds that the child[ren] [has/have] lived in the home of Petitioners for at least six months.

Or

11.B. Requirement Waived

The Court finds that the child[ren] [has/have] not lived in the home of Petitioners for at least six months but that the best interest of the child[ren] is served by waiver of this residence requirement.

IT IS THEREFORE ORDERED that the six months' residence requirement is waived.

12. [Adoption/Custody]

Evaluation

§§ 162.003, 107.153, 107.158–
.160, 107.202

[Adoption/Custody] Evaluation

The Court finds that the required [adoption/custody] evaluation, including postplacement reports, has been performed and is on file herein. The Court further finds that the [adoption/custody] evaluation meets the requirements of the Court.

**13. Health, Social, Educational,
and Genetic History Report**

§ 162.008

Health, Social, Educational, and Genetic History Report

The Court finds that the preparation and filing of the health, social, educational, and genetic history report concerning the child[ren] is not required by section 162.005 of the Texas Family Code.

**14. Criminal History Record
Information**

§ 162.0085

Criminal History Record Information

The Court finds that the criminal history record information required for [name] is on file in the record of this case.

15. Interstate Compact
§ 162.002

Interstate Compact

The Court finds that Petitioners have filed a verified allegation or statement regarding compliance with the Interstate Compact on the Placement of Children as required by section 162.002 of the Texas Family Code.

16. Consent[s]
§ 162.010

Consent[s]

**16.A. Managing Conservator
Petitioner**

The Court finds that the consent of the managing conservator is not required, because the managing conservator is one of the Petitioners.

And/Or

16.B. Child[ren] 12 Years or Older

16.B.1. Consent[s]

The Court finds that the child[ren] to be adopted who [is/are] twelve years of age or older [has/have] given consent to this adoption.

Or

16.B.2. Waiver

The Court finds that it is in the best interest of the child[ren] to be adopted who [is/are] twelve years of age or older to waive the requirement of the child[ren]'s consent.

Include 17. if applicable.

17. Waiver of Attendance

§ 162.014

Waiver of Attendance

Attendance by [name[s] of person[s] whose attendance is excused] was
for good cause waived.

18. Adoption Granted*Adoption Granted*

The Court finds by a preponderance of the evidence that all prerequisites and requirements for adoption have been met and that the adoption is in the best interest of the child[ren]. IT IS ORDERED that the adoption of the child[ren] the subject of this suit by [name] is GRANTED and that the parent-child relationship is created between the child[ren] and [name] for all purposes.

18.A. Child[ren]'s Name[s]

§ 162.016(c)

IT IS FURTHER ORDERED that the name of the child [name] [is
changed to/shall remain] [first, middle, and last names].

Repeat above paragraph for each additional child.

18.B. Citizenship*(Recommended)*

The Court finds that the child[ren] adopted [is a/are] citizen[s] of the
United States of America.

**19. Attorney's Fees, Expenses,
and Costs***Attorney's Fees, Expenses, and Costs*

Select 19.A., 19.B., 19.C., 19.D., and/or 19.E.

19.A. Attorney for Petitioners

IT IS ORDERED that good cause exists to award **[name of attorney]** judgment in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent. Respondent 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 means available for the enforcement of a judgment for debt.

19.B. Ad Litem/Amicus for Child[ren]

The Court finds that **[name of attorney]** has satisfactorily discharged all of **[his/her]** duties and obligations under chapter 107 of the Texas Family Code, and IT IS ORDERED that **[he/she]** is hereby discharged and relieved of any further rights, duties, and responsibilities in this cause. IT IS FURTHER ORDERED that **[name of attorney]** is awarded **[number]** dollars (\$**[amount]**) as legal fees for services rendered as **[attorney ad litem/amicus attorney]**. **[Include if applicable: The Court finds that these fees are necessities for the benefit of the child[ren].]** These fees are taxed as costs, and **[name]**, **[Petitioner/Respondent]**, is ORDERED to pay the fees to **[name of attorney]** by cash, cashier's check, or money order on or before **[date]**. **[Name of attorney]** may enforce this order for fees in **[his/her]** own name.

19.C. Attorney Ad Litem for Incapacitated Person

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name], an incapacitated person. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

19.D. Attorney Ad Litem for Absent Party

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of absent party], who received process by substituted service but did not otherwise appear. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

19.E. Attorney Ad Litem for Alleged Father Who Can't Be Served at Registry Address

IT IS ORDERED that [name of attorney] is awarded [number] dollars (\$[amount]) as attorney's fees for legal services rendered for [name of party who registered], who registered with the paternity registry but could not be served with citation at the address provided and could not be located after the exercise of due diligence. These fees are taxed as costs, and [name], [Petitioner/Respondent], is ORDERED to pay the fees to [name of attorney] by cash, cashier's check, or money order on or before [date]. [Name of attorney] may enforce this order for fees in [his/her] own name.

Repeat for each additional attorney ad litem as needed.

20. Costs

TCPRC § 31.007

Costs

Select [20.A.](#), [20.B.](#), [20.C.](#), or [20.D.](#)

**20.A. One Party Due—No
Judgment**

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

20.B. One Party Due—Judgment

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

20.C. Party Incurring

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

20.D. Half to Each Party

IT IS ORDERED 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.

**21. Transmitting Report; Sealing
File**

Report Transmitted[; File Sealed]

IT IS FURTHER ORDERED that the clerk of this Court shall, after entry of final orders in this case, transmit to the vital statistics unit at Austin, Texas, a certified report of adoption in accordance with section 108.003 of the Texas Family Code. [Include if applicable: All papers and records in this case, including the minutes of the Court, are ordered sealed.]

Include order for support under [Tex. Fam. Code § 154.001\(a–1\)](#) if applicable.

22. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

23. Date of Order

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

24. Approvals

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioners
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include the following if applicable.

[Name]
[Attorney Ad Litem/Amicus Attorney]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Repeat if more than one ad litem/amicus.

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

[Name], Petitioner

[Name], Petitioner

Respondent

Ensure that the certificate of adoption (form [53-28](#)) is sent to the vital statistics unit with the appropriate fee.

Chapter 53

Ancillary Forms for Termination and Adoption

Form 53-1	Affidavit of Waiver of Interest in Child[ren]	341
Form 53-2	Mother's Affidavit for Voluntary Relinquishment of Parental Rights [Nonagency]	347
Form 53-3	Father's Affidavit for Voluntary Relinquishment of Parental Rights [Nonagency]	355
Form 53-4	Mother's Affidavit for Voluntary Relinquishment of Parental Rights to Licensed Child-Placing Agency	363
Form 53-5	Father's Affidavit for Voluntary Relinquishment of Parental Rights to Licensed Child-Placing Agency	371
Form 53-6	Acknowledgment of Receipt	379
Form 53-7	Revocation of Affidavit	380
Form 53-8	Statement to Confer Standing.	382
Form 53-9	Revocation of Statement to Confer Standing	385
Form 53-10	Appointment of Guardian Ad Litem and/or Attorney[s] Ad Litem and/or Amicus Attorney	386
Form 53-11	Affidavit for Citation by Publication	388
Form 53-12	Affidavit in Support of Citation by Publication [by Birth Mother]	390
Form 53-13	Notice by Publication	392
Form 53-14	Appointment of Attorney Ad Litem after Citation by Publication	394
Form 53-15	Original Answer Filed by Attorney Ad Litem for Respondent Cited by Publication	395
Form 53-16	Statement of Evidence	397
Form 53-17	Affidavit of Due Diligence.	399
Form 53-18	Waiver of Citation and Consent to Adoption by [Managing Conservator/Parent]	401
Form 53-19	Consent by Child to Adoption	402
Form 53-20	Order to Petitioner[s] to Obtain Criminal History Record Information.	403
Form 53-21	Letter to DPS Requesting Criminal History Record Information	404

CHAPTER CONTENTS

Form 53-22	Health, Social, Educational, and Genetic History Report	406
Form 53-23	Medical History Report	415
Form 53-24	Information Cover Sheet	419
Form 53-25	Affidavit Concerning Interstate Compact	421
Form 53-26	Interstate Compact Placement Request	423
Form 53-27	Interstate Compact Placement Status Report.	424
Form 53-28	Certificate of Adoption	425
Form 53-29	Request for Certified Copy [Termination].	427
Form 53-30	Request for Certified Copy [Adoption]	428
Form 53-31	Order Appointing Evaluator to Perform Adoption Evaluation	429
Form 53-32	Motion to Dismiss	431
Form 53-33	Order of Dismissal	433
Form 53-34	Mail Application for Birth Record.	434

Form 53-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Affidavit of Waiver of Interest in Child[ren]

STATE OF TEXAS)

[Name of affiant] appeared in person before me today and, in the presence of the undersigned credible witnesses, stated under oath:

1. Name, Age, and Residence

“My name is [name]. I am [years] years of age and reside in [county, state].

2. Relationship to Child[ren]

“I [am/have been named as] the father of the following child[ren]:

3. Identity of Child[ren]

Select one or both of the following.

3.A. Child Already Born

“A [male/female] child, [name of child], born on [date] at [place of birth] to [name of mother].

Repeat above paragraph for each additional child already born.

And/Or

3.B. Child Not Yet Born

“An unborn child, who is expected to be born about [expected birth date] to [name of expectant mother].

Include 4. if applicable.

**4. Optional Nonadmittance If
Affiant Is Named as Father**
§ 161.106(d)

“I do not admit being the father of the child[ren].

If desired, include a statement admitting one or more statutory grounds for terminating a parent's rights, such as grounds (A) or (H) of [Tex. Fam. Code § 161.001](#).

5. Required Statements

“I have been informed, and I understand, that if I were the father of the child[ren], I would have a right to seek paternity of the child[ren] by filing an admission of paternity or by filing a counterclaim for paternity to be adjudicated under chapter 160 of the Texas Family Code before final hearing in any suit affecting the parent-child relationship filed or to be filed with respect to the child[ren] identified above. I have further been informed, and I understand, that if I am allowed to establish my paternity of the child[ren] I would have the rights and duties of a parent of the child[ren]. I understand that the rights and duties of a parent are as follows:

1. the right to have physical possession, to direct the moral and religious training, and to designate the residence of the child[ren];
2. the duty of care, control, protection, and reasonable discipline of the child[ren];
3. the duty to support the child[ren], including providing the child[ren] with clothing, food, shelter, medical and dental care, and education;
4. the duty, except when a guardian of the estate has been appointed, to manage the estate[s] of the child[ren], including the right as an agent of the

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

5. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];

6. the right to consent to the child[ren]'s marriage, enlistment in the armed forces of the United States, medical and dental care, and psychiatric, psychological, and surgical treatment;

7. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning the child[ren];

8. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];

9. the right to inherit from and through the child[ren];

10. the right to make decisions concerning the child[ren]'s education; and

11. any other right or duty existing between a parent and child[ren] by virtue of law.

“I have further been informed that if I execute this instrument and do not take the necessary steps to claim the rights of a parent, a court of competent jurisdiction may enter an order that will forever prevent me from asserting any rights I may wish to claim in and to the child[ren]. Understanding all this, I disclaim any legal interest in the child[ren] identified above, and I waive and give up my right to the service of citation in any suit filed or to be filed affecting the parent-child relationship with respect to the child[ren], including any suit to

terminate any parent-child relationship that could exist between me and the child[ren] or any suit to terminate any parent-child relationship that could exist between me and the child[ren] joined with a petition for adoption, and I waive my right to have the official court reporter make a record of the testimony in the lawsuit. I also consent to have any suit affecting the parent-child relationship filed or to be filed with respect to the child[ren] identified above be decided by an associate judge appointed under section 201.001 of the Texas Family Code.

“I FULLY UNDERSTAND THAT I MAY NOT BE FURTHER INFORMED OF ANY HEARINGS OR PROCEEDINGS AFFECTING THE CHILD[REN] NAMED IN THIS AFFIDAVIT, INCLUDING ANY TERMINATION SUIT.

“I understand that this Affidavit of Waiver of Interest in Child[ren] may be used in any proceedings in which I attempt to establish an interest in the child[ren] but that it may not be used in any proceeding brought by another to establish my paternity of the child[ren].

“I am not presently obligated by any court order to make payments for the support of the child[ren].

“I have no knowledge of any property owned by the child[ren] or of any guardians of the person or estate of the child[ren].

“If by operation of law I am presumed to be a parent of the child[ren], which I deny, termination of the parent-child relationship between me and the child[ren] would be in the best interest of the child[ren]. I therefore designate [the Texas Department of Family and Protective Services/[**name of agency**], an agency licensed by the Texas Department of Family and Protective Services/

[**name[s]**], [a] prospective adoptive parent[s], [**address**]], as managing conservator[s] of the child[ren] and freely, voluntarily, and permanently give and relinquish to [that/those] managing conservator[s] all parental rights and duties I may be presumed to have. I understand that by executing this affidavit I make this termination possible, and that is my intent and desire.

“If I am in the armed services of the United States at this time, that fact in no way has interfered with my freedom to make my decision to execute this affidavit, and, insofar as this matter is concerned, I waive all rights, privileges, and exemptions existing or that may hereafter exist in my favor under the Servicemembers Civil Relief Act, including the appointment of counsel to represent me in this case.

“I UNDERSTAND THAT THIS AFFIDAVIT OF WAIVER OF ANY PARENTAL RIGHTS I MAY BE PRESUMED TO HAVE IS AND SHALL BE FINAL, PERMANENT, AND IRREVOCABLE.

“I am signing this affidavit today because I want to sign it and not because [[**name**]/[**name of agency**]] or any other person or persons want me to sign it. I am signing this affidavit in the presence of the two undersigned witnesses. I am also signing this affidavit before a notary public, who has asked me under oath whether or not each and every statement in this affidavit is true and correct.

“I REALIZE THAT I SHOULD NOT SIGN THIS AFFIDAVIT OF WAIVER OF INTEREST IN CHILD[REN] IF THERE IS ANY THOUGHT IN MY MIND THAT I MIGHT SOMEDAY SEEK TO GAIN CUSTODY OF [THIS/THESE] CHILD[REN]. AT THE TIME OF THE SIGNING OF THIS AFFIDAVIT, I FEEL THAT I AM PHYSICALLY AND EMOTIONALLY PREPARED TO SIGN THIS DOCUMENT. I AM NOT CURRENTLY UNDER

THE INFLUENCE OF ANY SUBSTANCE AND/OR MEDICATION THAT WOULD
AFFECT MY ABILITY TO EXECUTE THIS AFFIDAVIT.”

Affiant

Witness

Printed name:

Address:

Witness

Printed name:

Address:

Verification

[Name of affiant] appeared in person before me and stated on his oath that he is the affiant, that he has read the foregoing Affidavit of Waiver of Interest in Child[ren], and that the statements contained in it are within his personal knowledge and are true and correct.

This Affidavit of Waiver of Interest in Child[ren] was signed under oath before me on _____ by the affiant.

Notary Public, State of Texas

Form 53-2

For the medical history report that must also be prepared by the parent, see form [53-23](#).

For the mother's affidavit of relinquishment of parental rights to a licensed child-placing agency, see form [53-4](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Mother's Affidavit for Voluntary Relinquishment of Parental Rights
[Nonagency]

STATE OF TEXAS)

[**Name of mother**] appeared in person before me today and, in the presence of the undersigned credible witnesses, stated under oath:

"My name is [**name of mother**]. I am [**years**] years of age and reside in [**county, state**]. I am the mother of the following child[ren]:

"[**Name of child**], a [male/female] child born to me on [**date**]. The child is [**number**] [days/months/years] old.

Repeat above paragraph for each additional child the rights to whom are to be relinquished.

Select one of the following.

"No person has been appointed or has qualified as guardian of the person[s] or estate[s] of the child[ren].

Or

Affiant's initials

"The guardian of the [person[s]/estate[s]/person[s] and estate[s]] of the child[ren] is [name], who resides at [address, city, state].

Continue with the following.

"I [am/am not] presently obligated by court order to make payments for the support of the child[ren].

"A full description, including statement of value, of all property owned or possessed by the child[ren] is as follows: [describe and state value of property for each child; if no property, state "none"].

Select one of the following.

"The father of the child[ren] is [name], and he resides in [county, state].

Or

"The parental rights of the child[ren]'s father have been terminated by his death.

Or

"The parental rights of the child[ren]'s father have been terminated by court order.

Or

"The child[ren] [has/have] no presumed or acknowledged father.

Select one of the following.

If there is Native American Indian ancestry, see the practice notes at section 50.3 regarding the requirements of the Indian Child Welfare Act.

Affiant's initials

"To the best of my knowledge I do not have Native American Indian ancestry. I am not a registered member of a tribe, nor is any member of my family a registered member of a tribe.

Or

"I have Native American Indian ancestry. [I am/My **[relationship]** is] a registered member of the **[name of tribe]** tribe.

Continue with the following.

"I designate **[name of managing conservator]**, a prospective adoptive parent, **[address]**, as managing conservator of the child[ren]. I have been informed that my parental rights, powers, duties, and privileges are as follows:

1. the right to have physical possession, to direct the moral and religious training, and to designate the residence of the child[ren];
2. the duty of care, control, protection, and reasonable discipline of the child[ren];
3. the duty to support the child[ren], including providing the child[ren] with clothing, food, shelter, medical and dental care, and education;
4. the duty, except when a guardian of the estate has been appointed, to manage the estate[s] of the child[ren], including the right as an agent of the child to act in relation to the child[ren]'s estate[s] if [the/a] child's action is required by a state, the United States, or a foreign government;
5. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];

Affiant's initials

6. the right to consent to the child[ren]'s marriage, enlistment in the armed forces of the United States, medical and dental care, and psychiatric, psychological, and surgical treatment;

7. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning the child[ren];

8. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];

9. the right to inherit from and through the child[ren];

10. the right to make decisions concerning the child[ren]'s education; and

11. any other right or duty existing between a parent and child[ren] by virtue of law.

"I freely and voluntarily give and relinquish to [**name of managing conservator**] all my parental rights and duties.

"I fully understand that a lawsuit [will be promptly/has been] filed in [the [**designation**] Court of [**county**] County, Texas/a court of competent jurisdiction] to terminate forever the parent-child relationship between me and the child[ren] named above. I fully understand that the termination suit may or may not be combined with a suit to adopt my child[ren]. I understand that either way, once the Court terminates my parental rights, I have no further say concerning my child[ren], whether or not my child[ren] [is/are] adopted then or at some later time.

"I know that I have the right to appear personally before the Court, with an attorney of my choice, to testify about my desires with respect to my child[ren]. However, I do not want

Affiant's initials

to go to court in person and choose not to be represented by a lawyer. I want this Affidavit for Voluntary Relinquishment of Parental Rights presented to the Court.

“Because I do not want to testify in person before the Court, I freely and voluntarily waive and give up my right to the issuance, service, and return of citation, notice, and all other process in any suit to terminate my parental rights or in any suit to terminate my parental rights joined with a suit to adopt. I do not want to be informed further about the lawsuit. I specifically agree that a final hearing in the lawsuit may be held at any time without further notice to me. I waive and give up my right to have the official court reporter make a record of the testimony in the lawsuit. Furthermore, I do not want to be mailed or given a copy of the judgment terminating my parental rights and do not want to be notified of the signing, rendition, or entry of that judgment. I also consent to have any suit affecting the parent-child relationship filed or to be filed with respect to the child[ren] named above be decided by an associate judge appointed under section 201.001 of the Texas Family Code.

“If I am in the armed services of the United States at this time, that fact in no way has interfered with my freedom to make my decision to execute this affidavit, and, insofar as this matter is concerned, I waive all rights, privileges, and exemptions existing or that may hereafter exist in my favor under the Servicemembers Civil Relief Act, including the appointment of counsel to represent me in this case.

“I FULLY UNDERSTAND THAT I MAY NOT BE FURTHER INFORMED ABOUT THE TERMINATION SUIT OR ABOUT ANY OTHER HEARINGS OR PROCEEDINGS AFFECTING THE CHILD[REN] NAMED IN THIS AFFIDAVIT.

“Termination of the parent-child relationship is in the best interest of the child[ren]. I understand that I make this termination possible by executing this affidavit.

Affiant's initials

Select one of the following.

"I DECLARE THAT THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS IS AND SHALL BE IRREVOCABLE FOR SIXTY DAYS. I FULLY UNDERSTAND THAT, IF I CHANGE MY MIND, I CANNOT FORCE THE MANAGING CONSERVATOR TO DESTROY, REVOKE, OR RETURN THIS AFFIDAVIT AND THAT I CANNOT TAKE BACK OR UNDO THIS AFFIDAVIT IN ANY WAY DURING THIS SIXTY-DAY PERIOD. I FURTHER UNDERSTAND THAT MY PARENTAL RIGHTS PROBABLY WILL HAVE ALREADY BEEN ENDED FOR ALL TIME BEFORE THIS SIXTY-DAY PERIOD EXPIRES. I ALSO UNDERSTAND THAT, IF MY PARENTAL RIGHTS HAVE NOT BEEN ENDED WITHIN THIS SIXTY-DAY PERIOD, THIS AFFIDAVIT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL I REVOKE IT. I FULLY UNDERSTAND THAT, AT ANY TIME UNTIL THIS AFFIDAVIT IS REVOKED, MY PARENTAL RIGHTS MAY BE TERMINATED FOR ALL TIME.

Or

"THIS AFFIDAVIT IS REVOCABLE ONLY IF THE REVOCATION IS MADE BEFORE THE ELEVENTH DAY AFTER THE DATE THE AFFIDAVIT IS EXECUTED.

Continue with the following.

"I understand that, for any revocation to be valid, I must sign a statement before two credible witnesses and a person authorized to take oaths. A copy of the revocation must be delivered to **[name and address]**. If I know that a termination suit based on this affidavit has been filed, I must file a copy of the revocation with the clerk of the court.

"I have carefully considered alternative plans for my child[ren]'s future and have obtained the advice of whatever family members, friends, or other persons and professionals I feel were necessary to help me make this decision. This decision is very difficult for me to

Affiant's initials

make, and under other circumstances I might have made a different decision. I know that [name], in accepting my child[ren] for adoptive placement and assuming responsibility for my child[ren], is relying on my promise that I will not attempt to reclaim my child[ren]. I declare that I fully understand the meaning of this affidavit of relinquishment and the finality of my action in signing it, and I am signing it freely, voluntarily, and with the firm conviction that this decision is the best available alternative for my child[ren].

“I am signing this affidavit today because I want to sign it and not because [name] or any other person or persons want me to sign it. I am signing this affidavit in the presence of the two undersigned witnesses. I am also signing this affidavit before a notary public, who has asked me under oath whether or not each and every statement in this affidavit is true and correct.

“I REALIZE THAT I SHOULD NOT SIGN THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS IF THERE IS ANY THOUGHT IN MY MIND THAT I MIGHT SOMEDAY SEEK TO GAIN CUSTODY OF MY CHILD[REN]. AT THE TIME OF THE SIGNING OF THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS, I FEEL THAT I AM PHYSICALLY AND EMOTIONALLY PREPARED TO SIGN THIS DOCUMENT. I AM NOT CURRENTLY UNDER THE INFLUENCE OF ANY SUBSTANCE AND/OR MEDICATION THAT WOULD AFFECT MY ABILITY TO EXECUTE THIS AFFIDAVIT.

“I ACKNOWLEDGE THAT I AM SIGNING THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS MORE THAN FORTY-EIGHT HOURS AFTER THE BIRTH OF [THE/EACH] CHILD NAMED IN THIS DOCUMENT.”

Affiant

Affiant's initials

Witnesses at request of affiant:

Witness

Printed name:

Address:

Witness

Printed name:

Address:

Verification

[Name of mother] appeared in person before me today and stated on her oath that she is the affiant, that she has read the foregoing Affidavit for Voluntary Relinquishment of Parental Rights, and that the statements contained in it are within her personal knowledge and are true and correct.

This Affidavit for Voluntary Relinquishment of Parental Rights was signed under oath before me at _____ .M. on _____ by the affiant.

Notary Public, State of Texas

Affiant's initials

Form 53-3

For the medical history report that must also be prepared by the parent, see form 53-23.

For the father's affidavit of relinquishment of parental rights to a licensed child-placing agency, see form 53-5.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Father's Affidavit for Voluntary Relinquishment of Parental Rights
[Nonagency]

STATE OF TEXAS)

[Name of father] appeared in person before me today and, in the presence of the undersigned credible witnesses, stated under oath:

“My name is [name of father]. I am [years] years of age and reside in [county, state]. I am the [presumed/acknowledged] father of the following child[ren]:

“[Name of child], a [male/female] child born on [date]. The child is [number] [days/months/years] old.

Repeat above paragraph for each additional child the rights to whom are to be relinquished.

Select one of the following.

“No person has been appointed or has qualified as guardian of the person[s] or estate[s] of the child[ren].

Or

Affiant's initials

"The guardian of the [person[s]/estate[s]/person[s] and estate[s]] of the child[ren] is [name], who resides at [address, city, state].

Continue with the following.

"I [am/am not] presently obligated by court order to make payments for the support of the child[ren].

"A full description, including statement of value, of all property owned or possessed by the child[ren] is as follows: [describe and state value of property for each child; if no property, state "none"].

Select one of the following.

"The mother of the child[ren] is [name], and she resides in [county, state].

Or

"The parental rights of the child[ren]'s mother have been terminated by her death.

Or

"The parental rights of the child[ren]'s mother have been terminated by court order.

Select one of the following.

If there is Native American Indian ancestry, see the practice notes at section [50.3](#) regarding the requirements of the Indian Child Welfare Act.

"To the best of my knowledge I do not have Native American Indian ancestry. I am not a registered member of a tribe, nor is any member of my family a registered member of a tribe.

Or

Affiant's initials

"I have Native American Indian ancestry. [I am/My **[relationship]** is] a registered member of the **[name of tribe]** tribe.

Continue with the following.

"I designate **[name of managing conservator]**, a prospective adoptive parent, **[address]**, as managing conservator of the child[ren]. I have been informed that my parental rights, powers, duties, and privileges are as follows:

1. the right to have physical possession, to direct the moral and religious training, and to designate the residence of the child[ren];
2. the duty of care, control, protection, and reasonable discipline of the child[ren];
3. the duty to support the child[ren], including providing the child[ren] with clothing, food, shelter, medical and dental care, and education;
4. the duty, except when a guardian of the estate has been appointed, to manage the estate[s] of the child[ren], including the right as an agent of the child to act in relation to the child[ren]'s estate[s] if [the/a] child's action is required by a state, the United States, or a foreign government;
5. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];
6. the right to consent to the child[ren]'s marriage, enlistment in the armed forces of the United States, medical and dental care, and psychiatric, psychological, and surgical treatment;

Affiant's initials

7. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning the child[ren];

8. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];

9. the right to inherit from and through the child[ren];

10. the right to make decisions concerning the child[ren]'s education; and

11. any other right or duty existing between a parent and child[ren] by virtue of law.

"I freely and voluntarily give and relinquish to [**name of managing conservator**] all my parental rights and duties.

"I fully understand that a lawsuit [will be promptly/has been] filed in [the [**designation**] Court of [**county**] County, Texas/a court of competent jurisdiction] to terminate forever the parent-child relationship between me and the child[ren] named above. I fully understand that the termination suit may or may not be combined with a suit to adopt my child[ren]. I understand that either way, once the Court terminates my parental rights, I have no further say concerning my child[ren], whether or not my child[ren] [is/are] adopted then or at some later time.

"I know that I have the right to appear personally before the Court, with an attorney of my choice, to testify about my desires with respect to my child[ren]. However, I do not want to go to court in person and choose not to be represented by a lawyer. I want this Affidavit for Voluntary Relinquishment of Parental Rights presented to the Court.

"Because I do not want to testify in person before the Court, I freely and voluntarily waive and give up my right to the issuance, service, and return of citation, notice, and all other

Affiant's initials

process in any suit to terminate my parental rights or in any suit to terminate my parental rights joined with a suit to adopt. I do not want to be informed further about the lawsuit. I specifically agree that a final hearing in the lawsuit may be held at any time without further notice to me. I waive and give up my right to have the official court reporter make a record of the testimony in the lawsuit. Furthermore, I do not want to be mailed or given a copy of the judgment terminating my parental rights and do not want to be notified of the signing, rendition, or entry of that judgment. I also consent to have any suit affecting the parent-child relationship filed or to be filed with respect to the child[ren] named above be decided by an associate judge appointed under section 201.001 of the Texas Family Code.

“If I am in the armed services of the United States at this time, that fact in no way has interfered with my freedom to make my decision to execute this affidavit, and, insofar as this matter is concerned, I waive all rights, privileges, and exemptions existing or that may hereafter exist in my favor under the Servicemembers Civil Relief Act, including the appointment of counsel to represent me in this case.

“I FULLY UNDERSTAND THAT I MAY NOT BE FURTHER INFORMED ABOUT THE TERMINATION SUIT OR ABOUT ANY OTHER HEARINGS OR PROCEEDINGS AFFECTING THE CHILD[REN] NAMED IN THIS AFFIDAVIT.

“Termination of the parent-child relationship is in the best interest of the child[ren]. I understand that I make this termination possible by executing this affidavit.

Select one of the following.

“I DECLARE THAT THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS IS AND SHALL BE IRREVOCABLE FOR SIXTY DAYS. I FULLY UNDERSTAND THAT, IF I CHANGE MY MIND, I CANNOT FORCE THE MANAGING CONSERVATOR TO

Affiant's initials

DESTROY, REVOKE, OR RETURN THIS AFFIDAVIT AND THAT I CANNOT TAKE BACK OR UNDO THIS AFFIDAVIT IN ANY WAY DURING THIS SIXTY-DAY PERIOD. I FURTHER UNDERSTAND THAT MY PARENTAL RIGHTS PROBABLY WILL HAVE ALREADY BEEN ENDED FOR ALL TIME BEFORE THIS SIXTY-DAY PERIOD EXPIRES. I ALSO UNDERSTAND THAT, IF MY PARENTAL RIGHTS HAVE NOT BEEN ENDED WITHIN THIS SIXTY-DAY PERIOD, THIS AFFIDAVIT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL I REVOKE IT. I FULLY UNDERSTAND THAT, AT ANY TIME UNTIL THIS AFFIDAVIT IS REVOKED, MY PARENTAL RIGHTS MAY BE TERMINATED FOR ALL TIME.

Or

“THIS AFFIDAVIT IS REVOCABLE ONLY IF THE REVOCATION IS MADE BEFORE THE ELEVENTH DAY AFTER THE DATE THE AFFIDAVIT IS EXECUTED.

Continue with the following.

“I understand that, for any revocation to be valid, I must sign a statement before two credible witnesses and a person authorized to take oaths. A copy of the revocation must be delivered to [name and address]. If I know that a termination suit based on this affidavit has been filed, I must file a copy of the revocation with the clerk of the court.

“I have carefully considered alternative plans for my child[ren]’s future and have obtained the advice of whatever family members, friends, or other persons and professionals I feel were necessary to help me make this decision. This decision is very difficult for me to make, and under other circumstances I might have made a different decision. I know that [name], in accepting my child[ren] for adoptive placement and assuming responsibility for my child[ren], is relying on my promise that I will not attempt to reclaim my child[ren]. I declare that I fully understand the meaning of this affidavit of relinquishment and the finality of my

Affiant's initials

action in signing it, and I am signing it freely, voluntarily, and with the firm conviction that this decision is the best available alternative for my child[ren].

“I am signing this affidavit today because I want to sign it and not because [name] or any other person or persons want me to sign it. I am signing this affidavit in the presence of the two undersigned witnesses. I am also signing this affidavit before a notary public, who has asked me under oath whether or not each and every statement in this affidavit is true and correct.

“I REALIZE THAT I SHOULD NOT SIGN THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS IF THERE IS ANY THOUGHT IN MY MIND THAT I MIGHT SOMEDAY SEEK TO GAIN CUSTODY OF MY CHILD[REN]. AT THE TIME OF THE SIGNING OF THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS, I FEEL THAT I AM PHYSICALLY AND EMOTIONALLY PREPARED TO SIGN THIS DOCUMENT. I AM NOT CURRENTLY UNDER THE INFLUENCE OF ANY SUBSTANCE AND/OR MEDICATION THAT WOULD AFFECT MY ABILITY TO EXECUTE THIS AFFIDAVIT.

“I ACKNOWLEDGE THAT I AM SIGNING THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS MORE THAN FORTY-EIGHT HOURS AFTER THE BIRTH OF [THE/EACH] CHILD NAMED IN THIS DOCUMENT.”

Affiant

Witnesses at request of affiant:

Witness

Printed name:

Address:

Affiant's initials

Witness

Printed name:

Address:

Verification

[**Name of father**] appeared in person before me today and stated on his oath that he is the affiant, that he has read the foregoing Affidavit for Voluntary Relinquishment of Parental Rights, and that the statements contained in it are within his personal knowledge and are true and correct.

This Affidavit for Voluntary Relinquishment of Parental Rights was signed under oath before me at _____ .M. on _____ by the affiant.

Notary Public, State of Texas

Affiant's initials

Form 53-4

For the medical history report that must also be prepared by the parent, see form 53-23.

For the mother's affidavit of relinquishment of parental rights (nonagency), see form 53-2.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**Mother's Affidavit for Voluntary Relinquishment of Parental
Rights to Licensed Child-Placing Agency**

STATE OF TEXAS)

[Name of mother] appeared in person before me today and, in the presence of the undersigned credible witnesses, stated under oath:

“My name is [name of mother]. I am [years] years of age and reside in [county, state]. I am the mother of the following child[ren]:

“[Name of child], a [male/female] child born to me on [date]. The child is [number] [days/months/years] old.

Repeat above paragraph for each additional child the rights to whom are to be relinquished.

Select one of the following.

“No person has been appointed or has qualified as guardian of the person[s] or estate[s] of the child[ren].

Or

Affiant's initials

"The guardian of the [person[s]/estate[s]/person[s] and estate[s]] of the child[ren] is [name], who resides at [address, city, state].

Continue with the following.

"I [am/am not] presently obligated by court order to make payments for the support of the child[ren].

"A full description, including statement of value, of all property owned or possessed by the child[ren] is as follows: [describe and state value of property for each child; if no property, state "none"].

Select one of the following.

"The father of the child[ren] is [name], and he resides in [county, state].

Or

"The parental rights of the child[ren]'s father have been terminated by his death.

Or

"The parental rights of the child[ren]'s father have been terminated by court order.

Or

"The child[ren] [has/have] no presumed or acknowledged father.

Select one of the following.

If there is Native American Indian ancestry, see the practice notes at section 50.3 regarding the requirements of the Indian Child Welfare Act.

Affiant's initials

"To the best of my knowledge I do not have Native American Indian ancestry. I am not a registered member of a tribe, nor is any member of my family a registered member of a tribe.

Or

"I have Native American Indian ancestry. [I am/My **[relationship]** is] a registered member of the **[name of tribe]** tribe.

Continue with the following.

"It is in the best interest of the child[ren] that the child[ren] be placed for adoption in a suitable home by an agency licensed by the Texas Department of Family and Protective Services to place children for adoption. I therefore designate [the Texas Department of Family and Protective Services/**[name and address of agency]**, an agency licensed by the Texas Department of Family and Protective Services], **[address]**, to care for children or to place children for adoption, as managing conservator of the child[ren]. I have been informed that my parental rights, powers, duties, and privileges are as follows:

1. the right to have physical possession, to direct the moral and religious training, and to designate the residence of the child[ren];
2. the duty of care, control, protection, and reasonable discipline of the child[ren];
3. the duty to support the child[ren], including providing the child[ren] with clothing, food, shelter, medical and dental care, and education;
4. the duty, except when a guardian of the estate has been appointed, to manage the estate[s] of the child[ren], including the right as an agent of the child to act in relation to the

Affiant's initials

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

5. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];

6. the right to consent to the child[ren]'s marriage, enlistment in the armed forces of the United States, medical and dental care, and psychiatric, psychological, and surgical treatment;

7. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning the child[ren];

8. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];

9. the right to inherit from and through the child[ren];

10. the right to make decisions concerning the child[ren]'s education; and

11. any other right or duty existing between a parent and child[ren] by virtue of law.

"I freely, voluntarily, and permanently give and relinquish to the agency named above all my parental rights and duties. I consent to the placement of the child[ren] for adoption by this agency.

"I fully understand that a lawsuit [will be promptly/has been] filed in [the [designation] Court of [county] County, Texas/a court of competent jurisdiction] to terminate forever the parent-child relationship between me and the child[ren] named above. I fully understand that the termination suit may or may not be combined with a suit to adopt my child[ren]. I under-

Affiant's initials

stand that either way, once the Court terminates my parental rights, I have no further say concerning my child[ren], whether or not my child[ren] [is/are] adopted then or at some later time.

“I know that I have the right to appear personally before the Court, with an attorney of my choice, to testify about my desires with respect to my child[ren]. However, I do not want to go to court in person and choose not to be represented by a lawyer. I want [name of agency] to present this Affidavit for Voluntary Relinquishment of Parental Rights to the Court.

“Because I do not want to testify in person before the Court, I freely and voluntarily waive and give up my right to the issuance, service, and return of citation, notice, and all other process in any suit to terminate my parental rights or in any suit to terminate my parental rights joined with a suit to adopt. I do not want to be informed further about the lawsuit. I specifically agree that a final hearing in the lawsuit may be held at any time without further notice to me. I waive and give up my right to have the official court reporter make a record of the testimony in the lawsuit. Furthermore, I do not want to be mailed or given a copy of the judgment terminating my parental rights and do not want to be notified of the signing, rendition, or entry of that judgment. I also consent to have any suit affecting the parent-child relationship filed or to be filed with respect to the child[ren] named above be decided by an associate judge appointed under section 201.001 of the Texas Family Code.

“If I am in the armed services of the United States at this time, that fact in no way has interfered with my freedom to make my decision to execute this affidavit, and, insofar as this matter is concerned, I waive all rights, privileges, and exemptions existing or that may hereafter exist in my favor under the Servicemembers Civil Relief Act, including the appointment of counsel to represent me in this case.

Affiant's initials

"I FULLY UNDERSTAND THAT I MAY NOT BE FURTHER INFORMED ABOUT THE TERMINATION SUIT OR ABOUT ANY OTHER HEARINGS OR PROCEEDINGS AFFECTING THE CHILD[REN] NAMED IN THIS AFFIDAVIT.

"Termination of the parent-child relationship between me and my child[ren] so that [he/she/they] may be placed for adoption and adopted is in the best interest of the child[ren]. I understand that I make this termination possible by executing this affidavit.

"I DECLARE THAT THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS IS AND SHALL BE FINAL, PERMANENT, AND IRREVOCABLE. I FULLY UNDERSTAND THAT, IF I CHANGE MY MIND AT ANY TIME, I CAN NEVER FORCE THE AGENCY TO DESTROY, REVOKE, OR RETURN THIS AFFIDAVIT AND THAT I CANNOT TAKE BACK OR UNDO THIS AFFIDAVIT IN ANY WAY.

"I have carefully considered alternative plans for my child[ren]'s future and have obtained the advice of whatever family members, friends, or other persons and professionals I feel were necessary to help me make this decision. This decision is very difficult for me to make, and under other circumstances I might have made a different decision. I know that [name of agency], in accepting my child[ren] for adoptive placement and assuming responsibility for my child[ren], is relying on my promise that I will not attempt to reclaim my child[ren]. I declare that I fully understand the meaning of this affidavit of relinquishment and the finality of my action in signing it, and I am signing it freely, voluntarily, and with the firm conviction that this decision is the best available alternative for my child[ren].

"I am signing this affidavit today because I want to sign it and not because [name of agency] or any other person or persons want me to sign it. I am signing this affidavit in the presence of the two undersigned witnesses. I am also signing this affidavit before a notary

Affiant's initials

public, who has asked me under oath whether or not each and every statement in this affidavit is true and correct.

“I REALIZE THAT I SHOULD NOT SIGN THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS IF THERE IS ANY THOUGHT IN MY MIND THAT I MIGHT SOMEDAY SEEK TO GAIN CUSTODY OF MY CHILD[REN]. AT THE TIME OF THE SIGNING OF THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS, I FEEL THAT I AM PHYSICALLY AND EMOTIONALLY PREPARED TO SIGN THIS DOCUMENT. I AM NOT CURRENTLY UNDER THE INFLUENCE OF ANY SUBSTANCE AND/OR MEDICATION THAT WOULD AFFECT MY ABILITY TO EXECUTE THIS AFFIDAVIT.

“I ACKNOWLEDGE THAT I AM SIGNING THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS MORE THAN FORTY-EIGHT HOURS AFTER THE BIRTH OF [THE/EACH] CHILD NAMED IN THIS DOCUMENT.”

Affiant

Witnesses at request of affiant:

Witness

Printed name:

Address:

Witness

Printed name:

Address:

Affiant's initials

Verification

[Name of mother] appeared in person before me today and stated on her oath that she is the affiant, that she has read the foregoing Affidavit for Voluntary Relinquishment of Parental Rights, and that the statements contained in it are within her personal knowledge and are true and correct.

This Affidavit for Voluntary Relinquishment of Parental Rights to Licensed Child-Placing Agency was signed under oath before me at _____ .M. on _____ by the affiant.

Notary Public, State of Texas

Affiant's initials

Form 53-5

For the medical history report that must also be prepared by the parent, see form [53-23](#).

For the father's affidavit of relinquishment of parental rights (nonagency), see form [53-3](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**Father's Affidavit for Voluntary Relinquishment of Parental Rights
to Licensed Child-Placing Agency**

STATE OF TEXAS)

[Name of father] appeared in person before me today and, in the presence of the undersigned credible witnesses, stated under oath:

“My name is [name of father]. I am [years] years of age and reside in [county, state]. I am the [presumed/acknowledged] father of the following child[ren]:

“[Name of child], a [male/female] child born on [date]. The child is [number] [days/months/years] old.

Repeat above paragraph for each additional child the rights to whom are to be relinquished.

Select one of the following.

“No person has been appointed or has qualified as guardian of the person[s] or estate[s] of the child[ren].

Or

Affiant's initials

"The guardian of the [person[s]/estate[s]/person[s] and estate[s]] of the child[ren] is [name], who resides at [address, city, state].

Continue with the following.

"I [am/am not] presently obligated by court order to make payments for the support of the child[ren].

"A full description, including statement of value, of all property owned or possessed by the child[ren] is as follows: [describe and state value of property for each child; if no property, state "none"].

Select one of the following.

"The mother of the child[ren] is [name], and she resides in [county, state].

Or

"The parental rights of the child[ren]'s mother have been terminated by her death.

Or

"The parental rights of the child[ren]'s mother have been terminated by court order.

Select one of the following.

If there is Native American Indian ancestry, see the practice notes at section [50.3](#) regarding the requirements of the Indian Child Welfare Act.

"To the best of my knowledge I do not have Native American Indian ancestry. I am not a registered member of a tribe, nor is any member of my family a registered member of a tribe.

Or

Affiant's initials

"I have Native American Indian ancestry. [I am/My **[relationship]** is] a registered member of the **[name of tribe]** tribe.

Continue with the following.

"It is in the best interest of the child[ren] that the child[ren] be placed for adoption in a suitable home by an agency licensed by the Texas Department of Family and Protective Services to place children for adoption. I therefore designate [the Texas Department of Family and Protective Services/**[name and address of agency]**, an agency licensed by the Texas Department of Family and Protective Services], **[address]**, to care for children or to place children for adoption, as managing conservator of the child[ren]. I have been informed that my parental rights, powers, duties, and privileges are as follows:

1. the right to have physical possession, to direct the moral and religious training, and to designate the residence of the child[ren];
2. the duty of care, control, protection, and reasonable discipline of the child[ren];
3. the duty to support the child[ren], including providing the child[ren] with clothing, food, shelter, medical and dental care, and education;
4. the duty, except when a guardian of the estate has been appointed, to manage the estate[s] of the child[ren], including the right as an agent of the child to act in relation to the child[ren]'s estate[s] if [the/a] child's action is required by a state, the United States, or a foreign government;
5. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];

Affiant's initials

6. the right to consent to the child[ren]'s marriage, enlistment in the armed forces of the United States, medical and dental care, and psychiatric, psychological, and surgical treatment;

7. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning the child[ren];

8. the right to receive and give receipt for payments for the support of the child[ren] and to hold or disburse funds for the benefit of the child[ren];

9. the right to inherit from and through the child[ren];

10. the right to make decisions concerning the child[ren]'s education; and

11. any other right or duty existing between a parent and child[ren] by virtue of law.

"I freely, voluntarily, and permanently give and relinquish to the agency named above all my parental rights and duties. I consent to the placement of the child[ren] for adoption by this agency.

"I fully understand that a lawsuit [will be promptly/has been] filed in [the [designation] Court of [county] County, Texas/a court of competent jurisdiction] to terminate forever the parent-child relationship between me and the child[ren] named above. I fully understand that the termination suit may or may not be combined with a suit to adopt my child[ren]. I understand that either way, once the Court terminates my parental rights, I have no further say concerning my child[ren], whether or not my child[ren] [is/are] adopted then or at some later time.

"I know that I have the right to appear personally before the Court, with an attorney of my choice, to testify about my desires with respect to my child[ren]. However, I do not want

Affiant's initials

to go to court in person and choose not to be represented by a lawyer. I want [name of agency] to present this Affidavit for Voluntary Relinquishment of Parental Rights to the Court.

“Because I do not want to testify in person before the Court, I freely and voluntarily waive and give up my right to the issuance, service, and return of citation, notice, and all other process in any suit to terminate my parental rights or in any suit to terminate my parental rights joined with a suit to adopt. I do not want to be informed further about the lawsuit. I specifically agree that a final hearing in the lawsuit may be held at any time without further notice to me. I waive and give up my right to have the official court reporter make a record of the testimony in the lawsuit. Furthermore, I do not want to be mailed or given a copy of the judgment terminating my parental rights and do not want to be notified of the signing, rendition, or entry of that judgment. I also consent to have any suit affecting the parent-child relationship filed or to be filed with respect to the child[ren] named above be decided by an associate judge appointed under section 201.001 of the Texas Family Code.

“If I am in the armed services of the United States at this time, that fact in no way has interfered with my freedom to make my decision to execute this affidavit, and, insofar as this matter is concerned, I waive all rights, privileges, and exemptions existing or that may hereafter exist in my favor under the Servicemembers Civil Relief Act, including the appointment of counsel to represent me in this case.

“I FULLY UNDERSTAND THAT I MAY NOT BE FURTHER INFORMED ABOUT THE TERMINATION SUIT OR ABOUT ANY OTHER HEARINGS OR PROCEEDINGS AFFECTING THE CHILD[REN] NAMED IN THIS AFFIDAVIT.

“Termination of the parent-child relationship between me and my child[ren] so that [he/she/they] may be placed for adoption and adopted is in the best interest of the child[ren]. I understand that I make this termination possible by executing this affidavit.

Affiant's initials

“I DECLARE THAT THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS IS AND SHALL BE FINAL, PERMANENT, AND IRREVOCABLE. I FULLY UNDERSTAND THAT, IF I CHANGE MY MIND AT ANY TIME, I CAN NEVER FORCE THE AGENCY TO DESTROY, REVOKE, OR RETURN THIS AFFIDAVIT AND THAT I CANNOT TAKE BACK OR UNDO THIS AFFIDAVIT IN ANY WAY.

“I have carefully considered alternative plans for my child[ren]’s future and have obtained the advice of whatever family members, friends, or other persons and professionals I feel were necessary to help me make this decision. This decision is very difficult for me to make, and under other circumstances I might have made a different decision. I know that [name of agency], in accepting my child[ren] for adoptive placement and assuming responsibility for my child[ren], is relying on my promise that I will not attempt to reclaim my child[ren]. I declare that I fully understand the meaning of this affidavit of relinquishment and the finality of my action in signing it, and I am signing it freely, voluntarily, and with the firm conviction that this decision is the best available alternative for my child[ren].

“I am signing this affidavit today because I want to sign it and not because [name of agency] or any other person or persons want me to sign it. I am signing this affidavit in the presence of the two undersigned witnesses. I am also signing this affidavit before a notary public, who has asked me under oath whether or not each and every statement in this affidavit is true and correct.

“I REALIZE THAT I SHOULD NOT SIGN THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS IF THERE IS ANY THOUGHT IN MY MIND THAT I MIGHT SOMEDAY SEEK TO GAIN CUSTODY OF MY CHILD[REN]. AT THE TIME OF THE SIGNING OF THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS, I FEEL THAT I AM PHYSICALLY AND EMOTIONALLY PREPARED TO SIGN THIS DOCUMENT. I AM NOT CURRENTLY UNDER THE

Affiant's initials

INFLUENCE OF ANY SUBSTANCE AND/OR MEDICATION THAT WOULD AFFECT MY ABILITY TO EXECUTE THIS AFFIDAVIT.

“I ACKNOWLEDGE THAT I AM SIGNING THIS AFFIDAVIT FOR VOLUNTARY RELINQUISHMENT OF PARENTAL RIGHTS MORE THAN FORTY-EIGHT HOURS AFTER THE BIRTH OF [THE/EACH] CHILD NAMED IN THIS DOCUMENT.”

Affiant

Witnesses at request of affiant:

Witness

Printed name:

Address:

Witness

Printed name:

Address:

Verification

[Name of father] appeared in person before me today and stated on his oath that he is the affiant, that he has read the foregoing Affidavit for Voluntary Relinquishment of Parental Rights, and that the statements contained in it are within his personal knowledge and are true and correct.

This Affidavit for Voluntary Relinquishment of Parental Rights to Licensed Child-Placing Agency was signed under oath before me at _____ .M. on _____ by the affiant.

Affiant's initials

Notary Public, State of Texas

Form 53-6

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Acknowledgment of Receipt

I acknowledge that I have received a copy of the following documents:

(Initial all that apply.)

_____ Signed Affidavit for Voluntary Relinquishment of Parental Rights

_____ Signed Affidavit of Waiver of Interest in Child[ren]

_____ Information on Voluntary Adoption Registry

Signature of birth parent

Printed name:

Date:

Form 53-7

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Revocation of Affidavit

[Name of affiant] appeared in person before me today and, in the presence of the undersigned credible witnesses, stated under oath:

“I, [name of affiant], executed an Affidavit for Voluntary Relinquishment of Parental Rights on [date]. It is my desire to revoke that affidavit. I am executing this revocation on [date] [include if applicable: , which is before the eleventh day after the date that I signed the Affidavit for Voluntary Relinquishment of Parental Rights]. This Revocation of Affidavit is being delivered to [name] at [address] on [date]. [Include if applicable: A copy of this Revocation of Affidavit is being filed with the clerk of the [designation] Court of [county] County, Texas, on [date].]”

Affiant

Witness

Printed name:

Address:

Witness

Printed name:

Address:

Verification

[Name of affiant] appeared in person before me and stated on oath that [he/she] is the affiant, that [he/she] has read the foregoing Revocation of Affidavit, and that the statements contained in it are within [his/her] personal knowledge and are true and correct.

This Revocation of Affidavit was signed under oath before me on

_____ by the affiant.

Notary Public, State of Texas

Form 53-8

An unsworn declaration may be used in place of an affidavit. See section 8.58 of the practice notes and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Statement to Confer Standing

STATE OF TEXAS

)

[Name of parent] appeared in person before me today and stated under oath:

“My name is [name of parent]. I am [years] years of age, and my address is [address, city, state]. I am a parent of [a child expected to be born on [date]/[name], a [male/female] child born on [date]]. The prospective adoptive [parent is/parents are] [name], who is [years] years of age [include if applicable: , and [name], who is [years] years of age]. The prospective adoptive [parent resides/parents reside] at [address, city, state]. This suit will be filed in [county] County, Texas.

“It is my intention by signing this statement that I am conferring standing to the prospective adoptive parent[s] to file a suit to terminate my rights to the child and to terminate the other biological parent’s rights to the child. It is my understanding that the termination suit may or may not be combined with a suit to adopt the child. By signing this statement, I am consenting to the filing of a petition for termination of the parent-child relationship or a termination suit combined with an adoption suit by the prospective adoptive parent[s]. The signing of this statement to confer standing shall not constitute a waiver of citation and notice of any proceeding to which I am otherwise entitled by law.

“This statement to confer standing may not be used for any purpose other than to confer standing in a proceeding for termination of the parent-child relationship or termination suit combined with an adoption suit. On the filing of the suit based on this statement to confer standing, the prospective adoptive parents shall provide to me the cause number of the termination suit or termination suit combined with an adoption suit.

“I understand that I may revoke this statement at any time before signing an affidavit of relinquishment of parental rights. I understand the revocation of this statement must be in writing and must be sent by certified mail, return receipt requested, to the prospective adoptive parent[s]. I further understand that, on filing with the court of proof of the delivery of the revocation of this statement, the court shall dismiss any suit affecting the parent-child relationship filed by the prospective adoptive parent[s] named in this statement unless I have executed a relinquishment of parental rights or another ground exists for the adoptive parent[s] to have standing.”

SIGNED on _____.

Parent

Verification

[**Name of parent**] appeared in person before me today and stated on [his/her] oath that [he/she] is the affiant, that [he/she] has read the foregoing Statement to Confer Standing, and that the statements contained in it are within [his/her] personal knowledge and are true and correct.

This Statement to Confer Standing was signed under oath before me on _____ by the affiant.

Notary Public, State of Texas

SIGNED on _____.

Prospective Adoptive Parent

Include the following if applicable.

SIGNED on _____.

Prospective Adoptive Parent

Form 53-9

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Revocation of Statement to Confer Standing

My name is [name of parent]. I am [years] years of age and my address is [address, city, state]. I am a parent of [a child expected to be born on [date]/[name], a [male/female] child born on [date]]. The prospective adoptive [parent is/parents are] [name], who is [years] years of age [include if applicable: , and [name], who is [years] years of age]. The prospective adoptive [parent resides/parents reside] at [address, city, state]. This suit [will be/was] filed in [county] County, Texas.

On [date] I signed a Statement to Confer Standing and delivered it to the above-named prospective adoptive parent[s]. I HEREBY REVOKE THAT STATEMENT TO CONFER STANDING.

On filing with the Court the proof of delivery of this revocation to the prospective adoptive parent[s] by certified mail in accordance with the laws of the state of Texas, I request that the Court dismiss [any/the] suit affecting the parent-child relationship filed by the above-named prospective adoptive parent[s].

SIGNED on _____.

Parent

For a motion to dismiss and an order of dismissal based on the revocation of statement to confer standing, see forms 53-31 and 53-32.

Form 53-10

This form pertains to appointment of attorneys ad litem for incapacitated persons under [Tex. Fam. Code § 107.010](#) and to the appointment of attorneys ad litem, guardians ad litem, and amicus attorneys under [Tex. Fam. Code § 107.021](#). For other provisions that may be appropriate, see forms [13-6](#), [13-7](#), and [13-8](#). *This form does not cover appointment of attorneys or guardians ad litem in cases brought by governmental entities.* For the appointment of an attorney ad litem for a party cited by publication, see form [53-14](#).

See the practice notes at sections [50.32](#), [50.33](#), and [51.27](#). Further discussion is contained in chapter [13](#) of this manual.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Appointment of Guardian Ad Litem and/or Attorney[s] Ad Litem and/or Amicus Attorney

It has been brought to the Court's attention that there is need to appoint a guardian ad litem and/or [an] attorney[s] ad litem and/or an amicus attorney.

Select one of the following if applicable.

The Court appoints **[name and address]** as guardian ad litem to represent the best interests of the child[ren] the subject of this suit, **[name[s] of child[ren]]**.

Or

The Court appoints **[name and address]** as attorney ad litem to provide legal services for the child[ren] the subject of this suit, **[name[s] of child[ren]]**.

Or

The Court appoints [name and address] as amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren] the subject of this suit, [name[s] of child[ren]].

Continue with the following if applicable.

The Court appoints [name and address] as attorney ad litem to represent the interests of [name], a person entitled to service of citation in this action who is an incapacitated person.

Continue with the following.

[This/These] appointment[s] shall be effective immediately and shall remain in effect while this case is pending or until further order of the Court.

SIGNED on _____.

JUDGE PRESIDING

If applicable, provide space for written approval by parties or attorneys.

Form 53-11

Citation may be given by publication as in other civil cases to persons entitled to service of citation who cannot be notified by personal service or registered or certified mail and to persons whose names are unknown. [Tex. Fam. Code § 102.010\(a\)](#); *see* [Tex. R. Civ. P. 109](#). See the practice notes at section [8.58](#) concerning affidavits generally.

An unsworn declaration may be used in place of an affidavit. See section [8.58](#) and form [8-27](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit for Citation by Publication

[Name of petitioner] appeared in person before me today and stated under oath:

“My name is **[name of petitioner]**. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“I am the Petitioner in this case.

Allege specific facts showing due diligence and the basis for personal knowledge, and continue with one of the following.

“The residence of **[name of person entitled to citation]**, a party in this case, is unknown to me. I have exercised due diligence to locate the whereabouts of this party and have been unable to do so.”

Or

“**[Name of person entitled to citation]**, a party in this case, is a transient person. I have exercised due diligence to locate the whereabouts of this party and have been unable to do so.”

Or

“**[Name of person entitled to citation]**, a party in this case, is absent from the state. I have attempted to obtain personal service of nonresident notice on this party as provided for in rule 108 of the Texas Rules of Civil Procedure and have been unable to do so.”

Or

“**[Name of person entitled to citation]**, a party in this case, is a nonresident of this state. I have attempted to obtain personal service of nonresident notice on this party as provided for in rule 108 of the Texas Rules of Civil Procedure and have been unable to do so.”

Or

“The name of [a party entitled to citation/the respondent] in this case is unknown to me.”

Continue with the following.

Petitioner

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 53-12

An unsworn declaration may be used in place of an affidavit. See section 8.58 of the practice notes and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit in Support of Citation by Publication
[by Birth Mother]

STATE OF TEXAS)

[Name of mother] appeared in person before me today and stated under oath:

“My name is [name of mother], and I am the birth mother of [name of child], who was born on [date].

“I first met [name of alleged father] on [date of first meeting] at [location of first meeting].

Select as applicable.

“We saw each other from [date] to [date].

And/Or

“He used to live at [address].

And/Or

“We got together with the following people: [list any friends, family members, etc.].

And/Or

“I informed him of my pregnancy on or about [**date**].

And/Or

“He worked for [**name of employer**].

And/Or

“He went to school at [**name of school**].

And/Or

“He drove a [**type of vehicle**].

And/Or

“I have made the following attempts to locate him: [**list all efforts**].

And/Or

“The last time I heard from him was [**date**].

Continue with the following.

“I know of no other way to locate him.”

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 53-13

The form of this notice is prescribed in [Tex. Fam. Code § 102.010](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

Notice by Publication

STATE OF TEXAS

To **[name[s] of person[s] to be cited]** **[include if any person entitled to citation is unknown: and to all whom it may concern]**, Respondent[s]:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. The petition of **[name[s]]**, Petitioner[s], was filed in the Court of **[county]** County, Texas, on **[date]** against **[name[s]]**, Respondent[s], numbered **[cause number]** and entitled “In the Interest of **[name[s]]**, [a] Child[ren].” The suit requests **[statement of relief sought, such as: to terminate the parent-child relationship/to adopt the child[ren]/to establish paternity]**. The date and place of birth of the child[ren] who **[is/are]** the subject of the suit: **[date]** **[birthplace]** **[and]** **[repeat birth data for each additional child]**.

The Court has authority in this suit to render an order in the child[ren]’s interest that will be binding on you, including the termination of the parent-child relationship, the determination of paternity, and the appointment of a conservator with authority to consent to the child[ren]’s adoption.

Issued and given under my hand and seal of the Court at [**city**], Texas, on [**date**].

Clerk of the District Court of [**county**]
County, Texas

By _____, Deputy

Form 53-14

This form can be adapted for an attorney ad litem appointed under [Tex. R. Civ. P. 109a](#).

For the statement of evidence required under [Tex. R. Civ. P. 244](#), see form [53-16](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Appointment of Attorney Ad Litem after Citation by Publication

It has been brought to the Court's attention that **[name of person cited by publication]**, a party in this case, has been cited by publication and that no answer has been filed and no appearance has been entered by the party within the prescribed time.

The Court appoints **[name of attorney]**, a licensed attorney at law of this state, to defend the suit on behalf of the party.

SIGNED on _____.

JUDGE PRESIDING

Form 53-15

This type of answer can be adapted for use by attorneys ad litem appointed under [Tex. R. Civ. P. 109a](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Original Answer Filed by Attorney Ad Litem for Respondent Cited
by Publication**

This answer is filed by the undersigned attorney, who was appointed by the Court to represent the interests of **[name of absent party]**, a Respondent in this case, who was cited by publication. [The last three numbers of Respondent's driver's license number are **[[numbers]]/unknown**]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are **[[numbers]]/unknown**]./Respondent has not been issued a Social Security number.]

1. Respondent enters a general denial.
2. Respondent prays that all relief sought by Petitioner[s] be denied and that the undersigned attorney be allowed a reasonable fee for legal services.

Respondent prays for costs and general relief.

[Name]
Attorney Ad Litem for [name of
absent party]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney Ad Litem for [name of
absent party]

Form 53-16

This form can be adapted for use by attorneys ad litem appointed under [Tex. R. Civ. P. 109a](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Statement of Evidence

On **[date]** the Court heard this case.

Petitioner appeared in person and through attorney of record, **[name]**. **[Name of party cited by publication]**, Respondent, was cited by publication. The undersigned attorney ad litem, a licensed attorney, was appointed by the Court to represent the interest of that Respondent and entered a general denial. The parties announced ready for trial. All witnesses were sworn, and the case proceeded. The following evidence was introduced:

Detail all proof sustaining the affidavit for citation by publication and showing service.

Detail all elements of proof necessary to support all findings in the decree and to sustain all relief granted.

The following exhibits were introduced, made a part of the record, and filed: **[list exhibits introduced]**.

APPROVED on _____.

JUDGE PRESIDING

I have read the foregoing and agree that it accurately represents the evidence introduced at the hearing described above.

[Name]

Attorney Ad Litem

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Add signature lines for any other attorneys or parties to the suit.

Form 53-17

The affidavit should state the basis for the affiant's personal knowledge of the facts alleged. See the practice notes at section 8.58 concerning affidavits generally.

An unsworn declaration may be used in place of an affidavit. See section 8.58 and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit of Due Diligence

[Name of affiant] appeared in person before me today and stated under oath:

“My name is **[name of affiant]** and I am **[a/the]** Petitioner in this case. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“**[Name of alleged father]** registered with the paternity registry. He listed his address as **[address, city, state, zip code]**. I have attempted to obtain personal service on the alleged father by **[specify efforts]** but he no longer resides there. I have attempted to locate the alleged father by **[specify efforts]**.”

“I have exercised due diligence in attempting to locate the alleged father of the child and have been unable to do so.”

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 53-18

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Waiver of Citation and Consent to Adoption by [Managing
Conservator/Parent]**

[Name and, if applicable, title] appeared in person before me today and stated under oath:

“I am the [managing conservator/parent with existing parental rights] of the child[ren] whose adoption[s] [is/are] sought in this case. I have been given a copy of the Original Petition for Adoption filed in this case. I consent to the adoption[s] by **[name[s]]**, Petitioner[s]. I enter my appearance in this case for all purposes and waive the issuance, service, and return of citation on me. I agree that the petition may be amended and that the case may be taken up and considered by the Court without further notice to me. I waive the making of a record of testimony.”

[Name]
[Title, if applicable]
[Address]

SIGNED under oath before me on _____.

 Notary Public, State of Texas

Form 53-19

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Consent by Child to Adoption

My name is [name of child]. I am twelve years of age or older. I am the child whose adoption is sought in this case. I consent to my adoption by [name[s] of petitioner[s]], Petitioner[s].

SIGNED on _____.

[Name of child]

Form 53-20

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order to Petitioner[s] to Obtain Criminal History Record Information

Petitioner[s] seek to adopt [a] child[ren] in this case.

In accordance with section 162.0085 of the Texas Family Code, IT IS ORDERED that Petitioner[s] obtain [his/her/their] own criminal history record information in accordance with section 411.128 of the Texas Government Code.

This case is set for hearing on _____.

SIGNED on _____.

JUDGE PRESIDING

Form 53-21**Letter to DPS Requesting Criminal History Record Information**

[Date]

Texas Department of Public Safety
Crime Records Service
P.O. Box 15999
Austin, TX 78761-5999

Re: Criminal History Report
Texas Family Code section 162.0085 and Texas Government Code section 411.128

Dear Correspondence Supervisor:

[I/My spouse and I] [am/are] in the process of adopting [a] child[ren]. In accordance with Texas Family Code section 162.0085 and Texas Government Code section 411.128, [I am/we are] requesting [my/our] criminal history record information. Enclosed is a DPS-approved fingerprint card [for each of us] and a check for \$[15/30] to cover the cost of processing. A copy of the court's order to obtain the information is attached.

Required information about [me/us] is as follows:

Name: **[last, middle, first; include any other names used]**

Sex:

Race:

Birth date: **[month, day, year]**

Social Security number:

Address:

Telephone:

Repeat for second petitioner if applicable.

Please send a copy of the information to the court.

Court: **[designation and mailing address]**

Cause:

Hearing date: **[date]**

[I/We] understand that this information will be forwarded in accordance with the provisions of Texas Government Code section 411.128. Please contact [me/us] immediately if you need any additional information.

Very truly yours,

[Name[s]]

Form 53-22

A PDF file of the following form can be downloaded from www.dshs.texas.gov/vs/adoption/hsegh.aspx.

Health, Social, Educational, and Genetic History Report

CAUSE NO. _____

IN THE INTEREST	*	IN THE DISTRICT COURT
	*	
OF	*	COUNTY, TEXAS
	*	
A CHILD	*	JUDICIAL DISTRICT

HEALTH, SOCIAL, EDUCATIONAL, AND
GENETIC HISTORY REPORT

I.
HEALTH HISTORY

Birth name of child:

New name of child:

Place of birth:

Date of birth:

Type of delivery:

Prenatal and labor complications, if any:

Prenatal distress, if any:

Birth weight: lbs. ozs. Birth length: ins.

Apgar scores: 1 minute: 5 minutes:

Abnormal findings, if any, in physical examination at birth:

Initial rate of growth and development: (Within normal or abnormal limits as to each?
Explain any abnormal notations.)

Height: Weight: Head circumference:

Attainment of developmental milestones: (Normal or abnormal? Explain if abnormal.)

Record of immunizations:

Type	Date	Remarks

Childhood diseases:

Type	Date	Remarks

Traumas, accidents, or illnesses requiring medical treatment or hospitalization:

Type	Date	Remarks

Results of available medical examinations:

Type	Date	Remarks

Psychological History and results of available psychological examinations, including the dates of evaluation, any diagnosis, and a summary of findings:

Psychiatric history and results of available psychiatric examinations, including the dates of evaluation, any diagnosis, and a summary of findings:

Dental history and results of available dental examinations:

Has the child ever been the victim of physical, sexual, or emotional abuse? If so, please detail that abuse:

II.

SOCIAL HISTORY

Information regarding past and existing relationships among child and--

Siblings (names, ages, and present residences):

Extended family members (names, addresses and relation):

Other persons who have had physical possession of or legal access to child (names and addresses):

III.

EDUCATIONAL HISTORY

Educational institutions in which child has been enrolled:

Summary of child's performance at such institutions:

Name and results of any educational/standardized tests administered to child:

Summary of special educational needs:

IV.
GENETIC HISTORY

Information Concerning Biological Mother

Name:

Birth date:

Birthplace:

Attainment of developmental milestones, include the age at which she crawled, walked, talked, cut teeth, etc.: (Normal or abnormal? Explain if abnormal.)

Nationality and ethnic background:

Height:

Weight:

Eye color:

Hair color:

Religious background, if any:

Health status at time of placement.

*If applicable, cause of and age at death:

Health and medical history: (list every serious medical condition, illness, or disease experienced by biological mother, including, but not limited to, drug and/or alcohol abuse (stating whether such condition occurred during pregnancy), diabetes, cardiac condition, cancer, giving details, such as period of condition, treatment, and prognosis, when available. Specifically include all genetic diseases and disorders.)

Highest level of formal education completed:

Professional status/achievements:

Any psychological, psychiatric, or social evaluations, including the dates of the evaluations, any diagnosis, and a summary of findings:

Any criminal conviction record relating to a misdemeanor or felony classified as an offense against the person or family or classified as public indecency or a felony violation

of a statute intended to control the possession or distribution of a controlled substance, including the date, type of conviction, and penalty received:

Any information that would indicate that the child is entitled to or eligible for state or federal financial, medical, or other assistance:

Information Concerning Biological Father

Name: Birth date:

Birthplace:

Attainment of developmental milestones, include the age at which he crawled, walked, talked, cut teeth, etc.: (Normal or abnormal? Explain if abnormal.)

Nationality and ethnic background:

Height: Weight: Eye Color: Hair color:

Religious background, if any:

Health status at time of placement:

*If applicable, cause of and age at death:

Health and medical history: (list every serious medical condition, illness, or disease experienced by biological father including, but not limited to, drug and/or alcohol abuse, diabetes, cardiac condition, cancer, giving details, such as period of condition, treatment, and prognosis, when available. Specifically include all genetic diseases and disorders.)

Highest level of formal education completed:

Professional status/achievements:

Any psychological, psychiatric, or social evaluations, including the dates of the evaluations, any diagnosis, and a summary of findings:

Any criminal conviction record relating to a misdemeanor or felony classified as an offense against the person or family or classified as public indecency or a felony violation of a statute intended to control the possession or distribution of a controlled substance, including the date, type of conviction, and penalty received:

Any information that would indicate that the child is entitled to or eligible for state or federal financial, medical, or other assistance:

Information Concerning Maternal Grandmother

Name:

Birth date:

Birthplace:

Nationality and ethnic background:

Height:

Weight:

Eye Color:

Hair color:

Religious background, if any:

Health status at time of placement:

*If applicable, cause of and age at death:

Health and medical history: (list every serious medical condition, illness, or disease experienced by biological maternal grandmother, including, but not limited to, drug and/or alcohol abuse, diabetes, cardiac condition, cancer, giving details, such as period of condition, treatment, and prognosis, when available. Specifically include all genetic diseases and disorders.)

Highest level of formal education completed:

Professional status/achievements:

Any psychological, psychiatric; or social evaluations, including the dates of the evaluations, any diagnosis, and a summary of findings:

Any criminal conviction record relating to a misdemeanor or felony classified as an offense against the person or family or classified as public indecency or a felony violation of a statute intended to control the possession or distribution of a controlled substance, including the date, type of conviction, and penalty received:

Any information that would indicate that the child is entitled to or eligible for state or federal financial, medical, or other assistance:

Information Concerning Maternal Grandfather

Name: Birth date:

Birthplace:

Nationality and ethnic background:

Height: Weight: Eye Color: Hair color:

Religious background, if any:

Health status at time of placement:

*If applicable, cause of and age at death:

Health and medical history: (list every serious medical condition, illness, or disease experienced by biological maternal grandfather including, but not limited to, drug and/or alcohol abuse, diabetes, cardiac condition, cancer, giving details, such as period of condition, treatment, and prognosis, when available. Specifically include all genetic diseases and disorders.)

Highest level of formal education completed:

Professional status/achievements:

Any psychological, psychiatric; or social evaluations, including the dates of the evaluations, any diagnosis, and a summary of findings:

Any criminal conviction record relating to a misdemeanor or felony classified as an offense against the person or family or classified as public indecency or a felony violation of a statute intended to control the possession or distribution of a controlled substance, including the date, type of conviction, and penalty received:

Any information that would indicate that the child is entitled to or eligible for state or federal financial, medical, or other assistance:

Information Concerning Paternal Grandmother

Name: Birth date:

Birthplace:

Nationality and ethnic background:

Height:

Weight:

Eye Color:

Hair color:

Religious background, if any:

Health status at time of placement:

*If applicable, cause of and age at death:

Health and medical history: (list every serious medical condition, illness, or disease experienced by biological paternal grandmother including, but not limited to, drug and/or alcohol abuse, diabetes, cardiac condition, cancer, giving details, such as period of condition, treatment, and prognosis, when available. Specifically include all genetic diseases and disorders.)

Highest level of formal education completed:

Professional status/achievements:

Any psychological, psychiatric; or social evaluations, including the dates of the evaluations, any diagnosis, and a summary of findings:

Any criminal conviction record relating to a misdemeanor or felony classified as an offense against the person or family or classified as public indecency or a felony violation of a statute intended to control the possession or distribution of a controlled substance, including the date, type of conviction, and penalty received:

Any information that would indicate that the child is entitled to or eligible for state or federal financial, medical, or other assistance:

Information Concerning Paternal Grandfather

Name:

Birth date:

Birthplace:

Nationality and ethnic background:

Height:

Weight:

Eye Color:

Hair color:

Religious background, if any:

Health status at time of placement:

*If applicable, cause of and age at death:

Health and medical history: (list every serious medical condition, illness, or disease experienced by biological paternal grandfather including, but not limited to, drug and/or alcohol abuse, diabetes, cardiac condition, cancer, giving details, such as period of condition, treatment, and prognosis, when available. Specifically include all genetic diseases and disorders.)

Highest level of formal education completed:

Professional status/achievements:

Any psychological, psychiatric; or social evaluations, including the dates of the evaluations, any diagnosis, and a summary of findings:

Any criminal conviction record relating to a misdemeanor or felony classified as an offense against the person or family or classified as public indecency or a felony violation of a statute intended to control the possession or distribution of a controlled substance, including the date, type of conviction, and penalty received:

Any information that would indicate that the child is entitled to or eligible for state or federal financial, medical, or other assistance:

By signature below, the adoptive parents acknowledge receipt of a copy of this report.

Date :

Signature, Adoptive Parent

Signature, Adoptive Parent

Form 53-23

A Word file of the following form can be downloaded from www.dfps.state.tx.us/site_map/forms.asp.

Medical History Report

1/2006

Form 2934

"Texas law gives you the right to know what information is collected about you by means of a form you submit to a state government agency. You can receive and review this information, and request that incorrect information about you be corrected by contacting your licensing or child protective services representative."

MEDICAL HISTORY REPORT

Birth Parent's Name: _____

Birth Child(rens) Name: _____

MEDICAL HISTORY OF YOU, YOUR PARENTS AND OTHER RELATIVES					
Indicate by checking appropriate box if YOU or any of your RELATIVES (i.e., your parents, sisters, brothers, aunts, uncles, grandparents, other children born to you, etc.) have had or now have the medical conditions listed below. Indicate person's relationship to you. Each birth parent must complete one of these forms for the child or children for whom you are relinquishing your parental rights. Please complete Comments Section. If a medical condition resulted in death of a family member, indicate this and the person's approximate age at time of death in Comments Sections.					
MEDICAL CONDITION	NO	Not Known	YES Self	YES – RELATIVE (Specify Relationship)	COMMENTS
A. BIRTH DEFECTS					
1. Clubfoot or any orthopedic problem (i.e., flat footed, etc.) Bilateral vs. uni-lateral.					
2. Cleft lip or cleft palate					
3. Down Syndrome					
4. Other chromosome abnormality Name, if known:					
5. Hydrocephalus					
6. Muscular dystrophy					Parts of body involved? Age at onset?
7. Dwarfism					
8. Spinal bifida					
9. Congenital heart defect					
10. Other (explain)					
B. ALLERGIES					
1. Eczema or other skin condition					Any cause known? What treatment? What medication?
2. Hay fever or other allergy					Any cause known? What treatment? What medication?
3. Drug allergy					To what drugs?
4. Food allergy					To what foods?
5. Other (explain)					
C. EYE, DENTAL, EAR,					
1. Blindness, glaucoma, color blindness or other visual problems					
2. Corrective glasses or contact lenses					At what age were prescription lenses necessary?
Nearsighted ☐ Farsighted ☐					
Astigmatism (inability to focus) ☐					
Strabismus (crosseye) ☐					
3. Braces on teeth or other orthodontia work					If so, what orthodontic work and for how long?

1/2006

Form 2934

MEDICAL HISTORY OF YOU, YOUR PARENTS AND OTHER RELATIVES (...Continued)					
MEDICAL CONDITION	NO	Not Known	YES Self	YES - RELATIVE (Specify Relationship)	COMMENTS
4. Other dental problems					
5. Deafness or other ear problems Congenital vs. other					
D. DEVELOPMENTAL DISORDERS					
1. Speech problems					
2. Learning disability					Any diagnosis? Hospitalization?
3. Retardation: mental or physical					
4. Special education					Age at onset?
5. Other (explain)					
E. CIRCULATORY DISORDERS					
1. Hemophilia					
2. Sickle cell anemia or trait					Disease or carrier status?
3. Hypertension (high blood pressure)					Age at onset? What treatment? Hospitalization?
4. Stroke					Age at onset? What treatment? Hospitalization
5. Heart attack (coronary)					
6. Heart disease					Age at onset? What treatment? Hospitalization
7. Other (explain)					
F. HORMONAL DISORDERS					
1. Diabetes					Age at onset? What treatment?
2. Thyroid disorder					Age at onset? What treatment?
3. Obesity (overweight)					
4. Other (explain)					
G. RESPIRATORY DISORDERS					
1. Asthma					Any cause known? What treatment?
2. Emphysema					Age at onset?
3. Other (explain)					
H. MENTAL AND BEHAVIORAL DISORDERS					
1. Diagnosed schizophrenia					Age at onset? What treatment? Hospitalization?
2. Diagnosed Bi-polar					Age at onset? What treatment? Hospitalization?
3. Other mental illness. Describe, using additional page, if necessary					
4. Alcoholism or heavy drinking					
5. Drug usage, both legal & illegal					Kind, amount, and when taken?

1/2006

Form 2934

MEDICAL HISTORY OF YOU, YOUR PARENTS AND OTHER RELATIVES (...Continued)					
MEDICAL CONDITION	NO	Not Known	YES Self	YES - RELATIVE (Specify Relationship)	COMMENTS
I. LYMPHATIC DISORDERS					
1. Cancer					What kind? Age at onset? What part of body?
2. Tumors					What kind? Age at onset? What part of body?
3. Hodgkin's disease					
4. Other (explain)					
J. NERVOUS SYSTEM DISORDERS					
1. Multiple sclerosis					Parts of body involved? Age at onset?
2. Huntington's disease					
3. Cerebral palsy					
4. Seizures or convulsions (Epilepsy)					Age at onset? What treatment? Frequency?
5. Other (explain)					
K. INFECTION, HOSPITALIZATION					
1. Repeated attacks of fever with known infection					Diagnosis?
2. Repeated severe infection necessitating hospitalization					Age? Number of hospitalizations?
3. Hospitalization, operation, or injury					What for? When?
4. Tuberculosis					Age at onset? What kind? What part of body?
5. Other (explain)					
L. OTHER MEDICAL OR HEALTH PROBLEMS					
1. Arthritis					What kind? Age at onset? What part of body?
2. Kidney disease (renal)					Age at onset? What treatment?
3. Cystic fibrosis					What kind? Age at onset? What part of body?
4. Miscarriages					Number of pregnancies, number of live births
5. Alzheimer's					
6. Depression/Suicide					
7. Abuse/neglect					
8. Smoking					
9. Other					Please list premature deaths of close relative and other children born to you including age and cause of death.

Signature: _____

Birth parent who completed this form

relationship to the child (birth mother or father)

Form 53-24

A PDF file of the following form can be downloaded from www.dshs.texas.gov/vs/adoption/hsegh.aspx.

Information Cover Sheet



VITAL STATISTICS
HEALTH, SOCIAL, EDUCATION & GENETIC HISTORY REPORT
 (Please add information not listed on the original report)

ORIGINAL BIRTH INFORMATION						
NAME OF CHILD (AT BIRTH)			FIRST	MIDDLE	LAST	DATE OF BIRTH (mm/dd/yyyy)
						SEX
NAME OF HOSPITAL (OR SPECIFY IF HOME BIRTH)		CITY	COUNTY OR REGION		STATE OR PROVINCE	COUNTRY
NEW NAME OF CHILD AFTER ADOPTION			FIRST	MIDDLE	LAST	SUFFIX I
BIOLOGICAL MOTHER						
BIRTH MOTHER			FIRST	MIDDLE	LAST (MAIDEN)	LAST (MARRIED)
BIRTHPLACE (STATE OR FOREIGN COUNTRY)		RACE	SSN (IF KNOWN)		DATE OF BIRTH (mm/dd/yyyy)	
LAST PLACE OF RESIDENCE		CITY	COUNTY	STATE	ZIP	COUNTRY
BIOLOGICAL FATHER						
BIRTH FATHER			FIRST	MIDDLE	LAST	DATE OF BIRTH (mm/dd/yyyy)
BIRTHPLACE (STATE OR FOREIGN COUNTRY)		RACE	SSN (IF KNOWN)			
LAST PLACE OF RESIDENCE		CITY	COUNTY	STATE	ZIP	COUNTRY
ADOPTIVE PARENT						
ADOPTIVE PARENT			FIRST	MIDDLE	LAST (MAIDEN)	DATE OF BIRTH (mm/dd/yyyy)
BIRTHPLACE (STATE OR FOREIGN COUNTRY)		RELATIONSHIP: ☐ STEP-PARENT ☐ NON-RELATIVE ☐ BIOLOGICAL MOTHER	RACE		SSN (IF KNOWN)	
ADDRESS		CITY	COUNTY	STATE	ZIP	COUNTRY
ADOPTIVE PARENT						
ADOPTIVE PARENT			FIRST	MIDDLE	LAST	DATE OF BIRTH (mm/dd/yyyy)
BIRTHPLACE (STATE OR FOREIGN COUNTRY)		RELATIONSHIP: ☐ STEP-PARENT ☐ NON-RELATIVE ☐ BIOLOGICAL FATHER	RACE		SSN (IF KNOWN)	
ADDRESS		CITY	COUNTY	STATE	ZIP	COUNTRY
CHILD PLACING AGENCY						
NAME						
ADDRESS		CITY	COUNTY	STATE	ZIP	COUNTRY
COURT IDENTITY OF ADOPTION						
STATE		COUNTY			COURT	
CAUSE #				APPROXIMATE CONSUMMATION DATE		

MAIL COMPLETED DOCUMENTS TO:

VS-CAR (MC 1966)
 POB 149347
 Austin TX 78714-9347
 Questions: 512/776-7388

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.
 Rev 11/2015

Form 53-25

The affidavit should state the basis for the affiant's personal knowledge of the facts alleged. See the practice notes at section 8.58 concerning affidavits generally.

An unsworn declaration may be used in place of an affidavit. See section 8.58 and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit Concerning Interstate Compact

[Name[s] of petitioner[s]] appeared in person before me today and stated under oath:

“[I am/We are] the Petitioner[s]. [I am/We are] above the age of eighteen years, and [I am/we are] fully competent to make this affidavit. The facts stated in this affidavit are within [my/our] personal knowledge and are true and correct.

Select one of the following.

“This is a suit for adoption.

Or

“This is a suit for appointment of a nonparent managing conservator who will have the authority to consent to adoption.

Select one of the following.

“All requirements of subchapter B of chapter 162 of the Texas Family Code, which deals with the interstate placement of children, have been or will be complied with in respect to the child[ren] the subject of this suit.”

Or

“There has not been compliance with subchapter B of chapter 162 of the Texas Family Code, which deals with the interstate placement of children, because the child[ren] the subject of this suit [was/were] not placed by another state or by an out-of-state person, agency, or entity.”

Or

“There has not been compliance with subchapter B of chapter 162 of the Texas Family Code, which deals with the interstate placement of children, because the child[ren] the subject of this suit [was/were] placed by a [parent/stepparent/grandparent/adult brother/adult sister/adult uncle/adult aunt/guardian] and [was/were] placed with a [parent/stepparent/grandparent/adult brother/adult sister/adult uncle/adult aunt/guardian].”

Continue with the following.

Affiant

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Form 53-26

Texas Dept of Family
and Protective Services

INTERSTATE COMPACT PLACEMENT REQUEST

Form ICPC 100-A
Jan 2011

"Texas law gives you the right to know what information is collected about you by means of a form you submit to a state government agency. You can receive and review this information, and request that incorrect information about you be corrected, by contacting the person or unit to whom you submitted this form."

TO: (Other State)	FROM: Texas Department of Family and Protective Service Texas Interstate Compact Office P.O. Box 149030 Austin, Texas 78714-9030

SECTION I - IDENTIFYING DATA

Notice is Given of Intent to Place - NAME OF CHILD:		Ethnicity: Hispanic Origin: ☐ Yes ☐ No ☐ Unable to determine / unknown	
Social Security Number:	ICWA Eligible ☐ Yes ☐ No	Race: ☐ American Indian or Alaskan Native ☐ Asian ☐ Native Hawaiian / Other Pacific Islander ☐ Black or African American ☐ White	
Sex:	Date of Birth:	Title IV-E Determination: ☐ Yes ☐ No ☐ Pending	
Parent 1:		Parent 2:	
Name Of Agency Or Person Responsible For Planning For Child:		Telephone No:	
Address:			
Name Of Agency Or Person Financially Responsible For Child:		Telephone No:	
Address:			

SECTION II - PLACEMENT INFORMATION

Name Of Persons Or Facility Child Is To Be Placed With:		Telephone No:	
Address:			
TYPE OF CARE ☐ Foster Family Care ☐ Group Home Care	☐ Residential Treatment Center ☐ Child-caring Institution ☐ Institutional Care Article (VI)	☐ Parent ☐ Relative (Not Parent) - Relationship: ☐ Other: _____	☐ Adoption ☐ IV-E Subsidy ☐ Non IV-E Subsidy To be completed in: To Be Finalized In: ☐ Sending State ☐ Receiving State
LEGAL STATUS ☐ Sending Agency Custody / Guardianship ☐ Parent Relative Custody / Guardianship ☐ Court Jurisdiction Only		☐ Parental Rights Terminated-Right to Place for Adoption ☐ Unaccompanied Refugee Minor ☐ Other: _____	

SECTION III - SERVICES REQUESTED

Initial Report (if applicable): ☐ Parent Home Study ☐ Relative Home Study ☐ Adoptive Home Study ☐ Foster Home Study	Supervisory Services: ☐ Request Receiving State to Arrange Supervision ☐ Another Agency Agreed to Supervise ☐ Sending Agency to Supervise	Supervisory Reports: ☐ Quarterly ☐ Semi-Annually ☐ Upon Request ☐ Other: ☐ Unknown
NAME AND ADDRESS OF SUPERVISING AGENCY IN RECEIVING STATE: ☐ Unknown		
ENCLOSED ☐ Child's Social History ☐ Home Study of Placement Resource	☐ Court Order ☐ Other Enclosures	
SIGNATURE OF SENDING AGENCY OR PERSON		DATE SIGNED
SIGNATURE OF SENDING STATE COMPACT ADMINISTRATOR OR ALTERNATE		DATE SIGNED

SECTION IV - ACTION BY RECEIVING STATE

☐ Placement May Be Made ☐ Placement Shall Not Be Made	REMARKS
SIGNATURE OF RECEIVING STATE COMPACT ADMINISTRATOR OR ALTERNATE	DATE SIGNED
DISTRIBUTION DFPS caseworker retains one (1) copy TICO retains one (1) copy	

Form 53-27

Texas Dept of Family
and Protective Services**INTERSTATE COMPACT PLACEMENT STATUS
REPORT**Form ICPC 100-B
August 2009**TO STATE:****FROM STATE:****IDENTIFYING INFORMATION**

Child's Name		Date of Birth
Mother's Name	Father's Name	
Name of Placement Resource		

PLACEMENT STATUS

☐ Placement Request Withdrawn		Date Withdrawn
☐ Initial Placement With:		
Date of Placement	Name	Type of Care
Address		
☐ Placement Change		
Date of Placement	Name	Type of Care
Address		

COMPACT TERMINATION

☐ Adoption Finalized:		☐ In Sending State	☐ In Receiving State
☐ Child Reached Majority/Legally Emancipated			
Legal Custody and/or Guardianship		Name	
☐ Awarded and/or Returned To:		Relationship	
☐ Treatment Completed			
☐ Sending State's Jurisdiction Terminated:			
☐ Unilaterally			
☐ Child Returned to Sending State			
☐ Approved Resource Will Not Be Used for Placement			
☐ Other (specify):			
Date of Termination			

DISTRIBUTION

- DFPS caseworker retains one (1) copy
- TICO retains one (1) copy

_____	Signature -- DFPS caseworker	_____	Date

_____	Signature -- Reporting Compact Administrator or Alternate	_____	Date

Form 53-28

STATE OF TEXAS CERTIFICATE OF ADOPTION THIS IS A PERMANENT RECORD – PLEASE TYPE OR PRINT ONLY						
SECTION 1 PLEASE FURNISH THE BIRTH CERTIFICATE INFORMATION CURRENTLY ON FILE IN THE VITAL STATISTICS OFFICE. THIS INFORMATION IS NECESSARY TO LOCATE THE BIRTH CERTIFICATE						
ORIGINAL BIRTH INFORMATION	1. NAME OF CHILD (BEFORE THIS ADOPTION) FIRST MIDDLE LAST			2. DATE OF BIRTH (mm/dd/yyyy)		
	3. SEX			4. TIME OF BIRTH		
	5. NAME OF HOSPITAL			6. CITY		
7. COUNTY			8. STATE OR FOREIGN COUNTRY			
9. PARENT FIRST MIDDLE LAST MAIDEN			10. PARENT FIRST MIDDLE LAST MAIDEN			
SECTION 2 PLEASE ENTER THE INFORMATION AS IT IS TO APPEAR ON THE NEW BIRTH RECORD. All information below MUST be provided or a new birth certificate cannot be completed. Single-Parent Adoption – Complete Only The Appropriate Information Regarding The Adopting Parent						
11. Is This a Step-Parent Adoption? ☐ Yes ☐ No		12. Is This a Single Parent Adoption? ☐ Yes ☐ No		13. Do You Want The Birth Record Changed Based on the Adoption Decree? ☐ Yes ☐ No		
PARENT ☐ Adoptive ☐ Biological	14. TITLE OF PARENT		☐ MOTHER ☐ FATHER ☐ PARENT		15. NAME OF PARENT FIRST MIDDLE CURRENT LAST NAME LAST NAME BEFORE MARRIAGE	
	16. DATE OF BIRTH		17. PLACE OF BIRTH (STATE OR FOREIGN COUNTRY)		18. PARENT'S SOCIAL SECURITY NO. (WILL NOT APPEAR ON THE BIRTH CERTIFICATE)	
PARENT ☐ Adoptive ☐ Biological	19. TITLE OF PARENT		☐ MOTHER ☐ FATHER ☐ PARENT		20. NAME OF PARENT FIRST MIDDLE CURRENT LAST NAME LAST NAME BEFORE MARRIAGE	
	21. DATE OF BIRTH		22. PLACE OF BIRTH (STATE OR FOREIGN COUNTRY)		23. PARENT'S SOCIAL SECURITY NO. (WILL NOT APPEAR ON THE BIRTH CERTIFICATE)	
PARENT(S) ADDRESS AT THE TIME OF CHILD'S BIRTH		24. STREET ADDRESS CITY COUNTY STATE ZIP		25. INSIDE CITY LIMITS? ☐ Yes ☐ No		
PARENT(S) CURRENT ADDRESS		26. STREET ADDRESS CITY STATE ZIP		27. PARENT(S) TELEPHONE NUMBER		
28. PARENT(S) EMAIL ADDRESS		29. SIGNATURE OF PARENT(S)				
MAIL BIRTH CERTIFICATE TO: ☐ Attorney ☐ Parent(s) ☐ Clerk's Office		MAILING ADDRESS CITY STATE ZIP				
SECTION 3 PLEASE PROVIDE THE INFORMATION BELOW FOR THE CENTRAL ADOPTION REGISTRY						
CENTRAL ADOPTION REGISTRY INFORMATION	31. BIOLOGICAL MOTHER FIRST MIDDLE LAST (MAIDEN)			32. SSN		
	33. BIOLOGICAL MOTHER'S DATE OF BIRTH			34. BIOLOGICAL MOTHER'S PLACE OF BIRTH		
	35. BIOLOGICAL FATHER FIRST MIDDLE LAST			36. SSN		
	37. BIOLOGICAL FATHER'S DATE OF BIRTH			38. BIOLOGICAL FATHER'S PLACE OF BIRTH		
ATTORNEY	39. NAME OF ATTORNEY OF RECORD			40. ATTORNEY'S EMAIL ADDRESS		
	41. MAILING ADDRESS OF ATTORNEY			42. TELEPHONE NUMBER		
PLACING AGENCY OR MANAGING CONSERVATOR	43. NAME OF CHILD PLACING AGENCY OR MANAGING CONSERVATOR			44. MAILING ADDRESS OF CHILD PLACING AGENCY OR MANAGING CONSERVATOR		
	45. TELEPHONE NUMBER					
SECTION 4 CERTIFICATION OF THE COURT Please complete the child's name as set forth in the Decree of Adoption						
46. NAME OF THE CHILD AS SET FORTH IN THE ADOPTION DECREE:						
FIRST		MIDDLE		LAST		
47. I HEARBY CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AS STATED IN THE DECREE OF ADOPTION WHICH WAS GRANTED						
ON _____ DAY OF _____, IN THE _____ COURT OF _____						
COUNTY, TEXAS IN CAUSE # _____.						
_____ DISTRICT CLERK'S SIGNATURE						
 Warning: It is a felony to falsify information on this document. The penalty for knowingly making a false statement on this form or for signing a form which contains a false statement is 2 to 10 years imprisonment and a fine of up to \$10,000. (Health & Safety Code, §195.003) VS-160 REV 8/2015						

CERTIFICATE OF ADOPTION INSTRUCTIONS

These instructions are designed to assist you in the proper completion of the Certificate of Adoption. Should you have any questions, please contact our office toll free at 888-963-7111 for assistance. **PLEASE TYPE OR PRINT LEGIBLY.**

SECTION 1

The information in this section relates to the child's information currently on file in the Vital Statistics Office. Enter the name of the child prior to adoption in item 1. This information must be supplied to enable us to locate the adoptee's current certificate of birth.

SECTION 2

Item #11 **If this is a step-parent adoption**, the information concerning the biological parent (s) **MUST** also be furnished.

Item # 12 **If this is a single parent adoption**, please complete the appropriate information regarding adopting parent.

A step-parent adoption is **not** a single-parent adoption.

Item #13 If a NEW certificate is to be prepared, mark "YES".

Items #14 through #28 this information relates to the adoptive parents. Some of this information will be transferred to the NEW certificate of birth.

Item #30 should be completed to indicate if the Attorney, Parent(s), or District Clerk will receive the new birth certificate and provide the current mailing address of the recipient.

SECTION 3

Items #31 through #38 are for the Central Adoption Registry. Please provide the requested information obtained on the biological parent(s) at the time of the adoption and/or termination of parental rights.

Items #39 through #42 Enter the name, mailing address, email address and telephone number of the attorney of record.

Items #43 through #45 Enter the information relating to the child placing agency or managing conservator.

SECTION 4

Items #46 through #47, should be completed by the Clerk of the Court. This section **MUST** be completed to show the child's name after adoption as shown in the final decree of adoption. If Section 4 is not completed by the clerk of the court granting the adoption, a **CERTIFIED COPY** of the final decree of adoption **MUST** be attached to the certificate of adoption form and will be retained by our office.

EXPLANATION OF FEES:

FOR CHILDREN **BORN IN TEXAS OR A FOREIGN COUNTRY**, THE FEE TO FILE A NEW BIRTH CERTIFICATE BASED ON ADOPTION IS **\$47.00**. THE \$47.00 FEE INCLUDES THE REQUIRED \$25.00 FEE TO FILE THE ADOPTION AND THE \$22.00 FEE TO ISSUE ONE CERTIFIED COPY OF THE NEW BIRTH CERTIFICATE. (ADDITIONAL CERTIFIED COPIES ARE \$22.00 EACH)

THE **\$15.00** CENTRAL ADOPTION REGISTRY (CAR) FEE IS REQUIRED ON EACH ADOPTION DECREE GRANTED IN TEXAS. IF THE CHILD WAS BORN IN ANOTHER STATE AND THE ADOPTION WAS GRANTED IN TEXAS, ONLY THE \$15.00 CAR FEE IS REQUIRED.

FOR ADOPTIONS GRANTED IN OTHER US STATES OR TERRITORIES THE CENTRAL ADOPTION REGISTRY FEE OF \$15.00 IS NOT REQUIRED.

A **TOTAL FEE OF \$62.00** MAY BE SUBMITTED IN **ONE PAYMENT** MADE PAYABLE TO TEXAS VITAL STATISTICS.

MAIL THE PROPERLY COMPLETED CERTIFICATE OF ADOPTION WITH THE
APPROPRIATE FEES TO:

VITAL STATISTICS UNIT
TEXAS DEPARTMENT OF STATE HEALTH SERVICES
PO BOX 12040
AUSTIN TX 78711-2040



Warning: It is a felony to falsify information on this document. The penalty for knowingly making a false statement on this form or for signing a form which contains a false statement is 2 to 10 years imprisonment and a fine of up to \$10,000. (Health & Safety Code, §195.003)

VS-160 REV 8/2015

Form 53-29

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Certified Copy
[Termination]

Request is hereby made of the Judge of the [number] Court of [county] County, Texas, to retain a certified copy of the Decree of Termination in this case.

Reason for request: A certified copy of the decree is necessary for [purpose].

[Name of attorney]

The District Clerk of [county] County, Texas, is hereby directed to furnish [name of attorney] or [name of attorney]'s agent with a certified copy of the Decree of Termination in this case.

SIGNED on _____.

JUDGE PRESIDING

Requester: [name of attorney]
[Address]
[Telephone]

Form 53-30**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Certified Copy
[Adoption]

Request is hereby made of the Judge of the [number] Court of [county] County, Texas,
to retain a certified copy of the Decree of Adoption in this case.

Reason for request: A certified copy of the decree is necessary as proof of the adoption.

[Name of attorney]

The District Clerk of [county] County, Texas, is hereby directed to furnish [name of attorney] or [name of attorney]'s agent with a certified copy of the Decree of Adoption in this case.

SIGNED on _____.

JUDGE PRESIDING

Requester: [name of attorney]
[Address]
[Telephone]

Form 53-31

Except for a suit brought by a licensed child-placing agency or the Texas Department of Family and Protective Services, an adoption evaluation must be filed in any suit for termination of the parent-child relationship in which a person other than a parent may be appointed managing conservator of a child or in a suit for adoption. [Tex. Fam. Code § 107.153](#). In a proceeding in which a preplacement adoption evaluation is performed, postplacement reports must be made after the child is placed. [Tex. Fam. Code §§ 107.159\(b\), 107.160\(b\)](#). In a suit filed after the child resides in the prospective adoptive home, the preplacement adoption evaluation and the postplacement report may be combined into one report. [Tex. Fam. Code § 107.159\(c\)](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Appointing Evaluator to Perform Adoption Evaluation

It has been brought to the Court's attention that a petition for [termination of the parent-child relationship/adoption of [a] child[ren]/termination of the parent-child relationship and adoption of [a] child[ren]] has been filed in this case and that the following order is required.

IT IS ORDERED that [name] is appointed as an adoption evaluator to perform an adoption evaluation and is ORDERED to prepare a written [adoption evaluation report/adoption evaluation and postplacement reports] on or before [date].

The cost of the [adoption evaluation report/adoption evaluation and postplacement reports] shall be paid by Petitioners.

Select one of the following. Use the first option if the adoption evaluation is being prepared by a licensed child placing agency or the department. Tex. Fam. Code § 107.152(c) .

IT IS ORDERED that the adoption evaluation shall comply with the minimum requirements according to the rules adopted by the executive commissioner of the Health and Human Services Commission.

Or

IT IS ORDERED that the adoption evaluation shall comply with the following requirements set forth by the Court: **[list specific requirements]**.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 53-32

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Dismiss

This Motion to Dismiss is brought by **[name of movant]**, who shows in support:

1. **[Name of movant]** is the **[mother/father]** of the child~~[ren]~~ the subject of this suit.
2. Movant executed a Statement to Confer Standing on **[date]** to **[name[s] of prospective adoptive parent[s]]**.
3. Movant provided a written Revocation of the Statement to Confer Standing to the prospective adoptive parent~~[s]~~ by certified mail. A copy of the revocation and the certified mail receipt are attached to this motion as Exhibit **[exhibit number/letter]**.

Movant prays that the Court dismiss the case as provided by section 102.0035(g) of the Texas Family Code.

[Name]
Attorney for **[name of movant]**
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]
Attorney for **[name of movant]**

Form 53-33

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order of Dismissal

On [date] the Court considered the Motion to Dismiss filed by [name of movant].

The Court has determined that the Revocation of Statement to Confer Standing was properly delivered to the prospective adoptive parent[s] by certified mail, as required by section 102.0035(f) of the Texas Family Code.

IT IS THEREFORE ORDERED that this case is dismissed without prejudice, and all costs are taxed against [name], for which let execution issue.

SIGNED on _____.

JUDGE PRESIDING

Form 53-34



Texas Department of State
Health Services

MAIL APPLICATION FOR BIRTH RECORD

OFFICE USE ONLY		☐ CHECK	☐ MONEY ORDER
REMIT NO. _____	CERT. # _____		
DATE _____	AMOUNT \$ _____		
DOCUMENT CONTROL # _____			

PLEASE PRINT CLEARLY.

INCLUDE A PHOTOCOPY OF YOUR (APPLICANT) VALID ID WHEN SENDING IN THE REQUEST. APPLICATION MUST BE ORIGINAL (INCLUDING SIGNATURE). NO CROSS OUT OR WHITE OUT WILL BE ACCEPTED. SEE INSTRUCTIONS ON BACK.

Step 1: YOUR INFORMATION AND SHIPPING ADDRESS (PLEASE PRINT)

Your Name (First, Middle, Last Name, Suffix):

Street Address: _____ City: _____ State: _____ Zip Code: _____

Email Address: _____ Daytime Phone Number: _____

Your relationship to Person named on Certificate (Check One): ☐ Self ☐ Child ☐ Spouse ☐ Parent ☐ Sibling

☐ Grandparent ☐ Legal Guardian (proof required) ☐ Legal Representative (proof required) ☐ Other: _____

☐ **I authorize mailing to the address below instead of my mailing address listed above.**

Name:

Address to Send to if different than noted above: _____ City: _____ State: _____ Zip Code: _____

Reason for Request:

☐ Newborn ☐ Travel/Passport ☐ Records ☐ School ☐ Insurance ☐ Other: _____

Step 2: INFORMATION FOR PERSON NAMED ON BIRTH RECORD (Must be completed to Identify Record Requested)

FULL NAME ON RECORD:	First Name	Middle Name	Last Name
DATE OF BIRTH:	Month	Day	Year
SEX:			
PLACE OF BIRTH:	City or Town	County	TEXAS ONLY
FULL NAME OF PARENT 1:	First Name	Middle Name	Maiden Last Name (Before first marriage)
FULL NAME OF PARENT 2:	First Name	Middle Name	Maiden Last Name (Before first marriage)

Step 3: COST & FEES (NOT REFUNDABLE, if Record Not found)

Select Record Type:	Qty	Price/each	Total
☐ Long Form Birth Certificate (Travel/Passport)		x \$22.00	\$
☐ Short Form Birth Certificate (General Use)		x \$22.00	\$
☐ Texas Flag Heirloom Birth Certificate (Framing and Display)		x \$60.00	\$
☐ Bassinet Heirloom Birth Certificate (Framing and Display)		x \$60.00	\$
☐ Birth Verification (Letter, not official certificate)		x \$22.00	\$
☐ Military Personnel with current deployment orders		Exempt	
☐ Foster or Homeless child or youth		Exempt	

For urgent requests, orders may be **EXPEDITED** by sending the order through an overnight mail service, such as: FEDEX, LoneStar, or UPS to our physical address: **DSHS – VSS MC 2096, 1100 W. 49th St., Austin, TX 78756** and paying the below expedited processing fee.

☐ Expedited Processing (estimated 20-25 business days)	\$5.00
All orders are returned free of charge by USPS regular mail. For expedited return mail service, select one of the overnight return shipping methods below.	
☐ Overnight Return Mail (for shipping within USA)	\$8.00
☐ USPS Express Return Mail (for shipping to PO Box ONLY)	\$22.95
☐ I wish to make a voluntary contribution of \$5.00 to promote healthy early childhood by supporting the Texas Home Visitation Program administered by the Office of Early Childhood Coordination of Health and Human Services.	\$5.00
Total Due:	\$

Step 4: AFFIDAVIT (NOTARY SECTION)

ONLY applications for birth certificates (NOT birth verifications) submitted by mail need to be notarized

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me

on _____
(Date)

By _____
(Printed Name of applicant acknowledging)

(Notary Public's Signature)

(Personalized Seal)

WARNING: IT IS A FELONY TO FALSIFY INFORMATION ON THIS DOCUMENT. THE PENALTY FOR KNOWINGLY MAKING A FALSE STATEMENT ON THIS FORM OR SIGNING A FORM WHICH CONTAINS A FALSE STATEMENT IS 2 TO 10 YEARS IMPRISONMENT AND A FINE OF UP TO \$10,000. (HEALTH AND SAFETY CODE, CHAPTER 195, SEC. 195.003.)

READ & SIGN (Applications without signatures or attached valid ID will NOT be accepted for processing)

Signature of Applicant _____ Date Signed (MM/DD/YYYY) ____/____/____

VS – 140 (3/20)



TEXAS
Health and Human
Services

Texas Department of State
Health Services

MAIL APPLICATION FOR BIRTH RECORD

Processing times are estimates and subject to change with an increased volume of customer applications. FAILURE TO PROVIDE INFORMATION REQUESTED ON THIS FORM MAY RESULT IN SIGNIFICANT PROCESSING DELAYS AND/OR DENIAL OF YOUR APPLICATION.

Walk In: Same day service in most cases. Hours are Monday-Friday 8:00 am - 4:00 pm. DSHS - Vital Statistics Section, 1100 W. 49th St., Austin, TX 78756
Online Orders: Visit www.texas.gov to order online. Online orders are mailed 15-20 business days after receipt of the request.
Mail In Orders: Processed and mailed 6 - 8 weeks after receipt of the request. Mail to: DSHS - VSS, P.O. Box 12040, Austin, TX 78711-2040. For current processing times, please see our website at: https://www.dshs.texas.gov/vs/processing/.
Expedited Orders: Processed and mailed 20 - 25 business days after receipt of the request. Must be sent to the Texas Department of State Health Services - Vital Statistics Section via an OVERNIGHT mail service, such as FedEx, LoneStar, or UPS to: DSHS - VSS MC 2096, 1100 W. 49th St., Austin, TX 78756
Long form Birth Certificate - Most comprehensive birth record. It is a copy of the original birth certificate. It will also show a history of corrections that have been made to the birth record. This form is often used for requesting passports. Short form Birth Certificate - An abstract of the birth record. This birth certificate will only show current information for the child's name, date of birth, place of birth, sex, and name of parent(s). This form will not show a history of corrections. This form is often used for school records and is acceptable for most purposes. Heirloom birth certificate - Heirloom birth certificates are abstracts of the birth record. They are primarily used for framing and display. The information on an "heirloom birth certificate" is similar to a "short form". Examples of heirloom birth certificates can be seen on our website at http://www.dshs.texas.gov/reqproc/heirloom.shtm. Verification Letter - A verification letter will include the child's name, the date of birth, and the county where the birth occurred. Verification letters are available for births that have occurred since 1903. Verification letters are not considered legal substitutes for certified copies of birth certificates. The VSS strongly recommends that applicants ensure a verification will satisfy its intended use. Military Personnel with current deployment orders - Texas Government Code 437.217. EXEMPTION FROM FEES FOR MILITARY PERSONNEL. A member of the National Guard on federal active duty, or a member of the armed forces of the United States on active duty, who is preparing to be deployed to serve in a hostile fire zone as designated by the United States secretary of defense is exempt from paying the following state or local governmental fees the member incurs because of the deployment to arrange the member's personal affairs: (1) fees for obtaining copies of: (A) a birth certificate. MILITARY ID AND MILITARY ORDERS ARE REQUIRED. Foster or Homeless child or youth - Texas Health and Safety Code 191.0049. BIRTH RECORD ISSUED TO FOSTER CHILD OR YOUTH OR HOMELESS CHILD OR YOUTH. On request of a child or youth described by this section, the state registrar, a local registrar, or a county clerk shall issue, without fee or parental consent, a certified copy of the child's or youth's birth record to: (1) a homeless child or youth as defined by 42 U.S.C. Section 11434a; (2) a child in the managing conservatorship of the Department of Family and Protective Services; and (3) a young adult who: (A) is at least 18 years of age, but younger than 21 years of age; and (B) resides in a foster care placement, the cost of which is paid by the Department of Family and Protective Services. DOCUMENTATION OF STATUS IS REQUIRED. Copies of birth certificates for births that occurred within the past 75 years can be requested only by the immediate family of the person whose name is on the birth certificate. See Section 181.1(13) of the Texas Administrative Code for who qualifies as an immediate family member. An immediate family member is the child, their guardian, their children, spouses, parents, siblings, or grandparents. Applicants who are not immediate family members must provide legal documentation (such as a court order establishing guardianship) that demonstrates a direct, tangible interest in the birth certificate. The applicant must include a photocopy of his or her valid photo ID issued by a governmental entity. See Section 181.28 of the Texas Administrative Code for a complete list of acceptable forms of identification. You also can see VSS's page on acceptable identification in English (http://www.dshs.texas.gov/vs/reqproc/Acceptable-IDs/) and Spanish (http://www.dshs.texas.gov/vs/reqproc/Acceptable-IDs-(Spanish)/). If a record is not on file, our office will issue a "not found" letter.

Customer Checklist

- ☐ Complete steps 1, 2, and 3 of the application. Please type or print clearly.
- ☐ Complete step 4 of the application and have it notarized, if requesting a birth certificate.
- ☐ Sign and date the application.
- ☐ Make sure the application is original and not a photocopy and there are no cross-outs or white-out.
- ☐ Enclose a copy of a current driver's license, passport or state identification. See complete ID list on our website.
- ☐ Enclose appropriate fees. **Make checks or money orders payable to DSHS - Vital Statistics.**

For more information, go to: <https://www.dshs.texas.gov/vs/requirements.aspx>.

For the status of your request, contact VSS by telephone at 1-888-963-7111 or online at: <https://www.dshs.texas.gov/orderstatus/>.

Chapter 54

Parentage

Form 54-1	Petition to Adjudicate Parentage	439
Form 54-2	Petition to Challenge [Acknowledgment/Denial] of Paternity.	460
Form 54-3	Respondent's [Special Appearance and] Original Answer	474
Form 54-4	Motion for Genetic Testing	480
Form 54-5	Order for Genetic Testing.	482
Form 54-6	Order Appointing [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] to Represent Child	484
Form 54-7	Motion for Temporary Orders	486
Form 54-8	Temporary Orders	490
Form 54-9	Order Adjudicating Parentage	493
Form 54-10	Application for a New Birth Certificate Based on Parentage	511
<i>[Forms 54-11 through 54-20 are reserved for expansion.]</i>		
Form 54-21	Petition to Validate Gestational Agreement.	513
Form 54-22	Waiver of Service.	517
Form 54-23	Order Validating Gestational Agreement.	519
Form 54-24	Notice of Birth	524
Form 54-25	Order Confirming Parentage under Validated Gestational Agreement	526
Form 54-26	Request for Certified Copy.	528

Form 54-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition to Adjudicate Parentage**1. *Discovery Level***
TRCP 190.1*1. Discovery Level*

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
§ 201.005*2. Objection to Assignment of Case to Associate Judge*

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits.

3. *Petitioner*
§§ 102.003, 102.008(b)(3),
160.602*3. Petitioner*

Select 3.A., 3.B., 3.C., 3.D., or 3.E.

3.A. Individual Petitioner

§ 160.602(a)(2), (3), (7);
TCPRC § 30.014

This suit is brought by **[name of petitioner]**, Petitioner. Petitioner is [the mother of the child/a man whose paternity of the child is to be adjudicated/related within the second degree by consanguinity to the mother of the child, and the mother is deceased].

[The last three numbers of Petitioner's driver's license number are **[numbers]**./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are **[numbers]**./Petitioner has not been issued a Social Security number.]

3.B. Entity Petitioner

§ 160.602(a)(4), (5)

This suit is brought by **[name of agency]**, [the support enforcement agency or another government agency authorized by other law/an authorized adoption agency or licensed child-placing agency], [**include if applicable:** acting by and through **[name and capacity]**,] whose address is **[address, city, state]**.

3.C. Adult Child Petitioner

§§ 160.602(a)(1), 160.602(b),
160.102(3), 160.606; TCPRC
§ 30.014

This suit is brought by **[name of child]**, Petitioner, whose date of birth is **[date]** [**include if applicable:** , and who has no presumed, acknowledged, or adjudicated father].

[The last three numbers of Petitioner's driver's license number are **[numbers]**./Petitioner has not been issued a driver's license.] [The last three

numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

3.D. Personal Representative

§ 160.602(a)(6);TCPRC

§ 30.014

This suit is brought on behalf of [[name of ward]/the estate of [name of decedent]], by [name], Petitioner, who is not related to the child but is a representative authorized by law to act for an individual who would otherwise be entitled to maintain a proceeding but who is [deceased/incapacitated/a minor].

[The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

3.E. Intended Parent

§§ 160.602(a)(8), 160.762(c);

TCPRC § 30.014

This suit is brought by [name of petitioner], Petitioner. Petitioner is the intended parent, pursuant to a gestational agreement not validated as provided by subchapter 1 of chapter 160 of the Texas Family Code, of the child whose paternity is to be adjudicated.

[The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

4. Jurisdiction

§§ 160.104, 102.008(b)(1),
155.001, 155.101

4. Jurisdiction

Select [4.A.](#), [4.B.](#), or [4.C.](#)

4.A. No Prior Proceedings

No court has continuing jurisdiction of this suit or of the child[ren] the subject of this suit.

4.B. Subsequent Action

This Court has acquired and retains continuing, exclusive jurisdiction of this suit and of the child[ren] the subject of this suit as a result of prior proceedings.

4.C. Prior Proceedings Possible

Petitioner believes that no court has acquired and retains continuing, exclusive jurisdiction of this suit. Petitioner will request that the vital statistics unit identify the court that last had continuing, exclusive jurisdiction or confirm that the child[ren] [has/have] not been the subject of a suit resulting in a court of continuing jurisdiction.

Include [4.D.](#) if applicable.
If a request for modification of the prior order is desired, see chapter [41](#) of this manual.

4.D. Prior Parentage Suit

§ 102.013(c)

This Court has rendered an order relating to an earlier-born child of the same parents; this suit shall be filed in the same docket number as the prior parentage action.

5. Required Information about Child[ren]*5. Required Information about Child[ren]*

Include [5.A.](#) if any party resides outside Texas.

5.A. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [**exhibit number/letter**].

5.B. Insurance Information
§§ 154.181(b), 154.1815(c)

Information required by sections 154.181(b) and 154.1815(c) of the Texas Family Code is provided in the statement attached as Exhibit [**exhibit number/letter**].

6. Child[ren]*6. Child[ren]*

Select [6.A.](#) and/or [6.B.](#)

6.A. Already Born
§ 102.008(b)(2)

The following child is the subject of this suit:

Name:

Sex:

Birth date:

Include the following item if needed to establish venue.

County of residence:

Repeat above information for each additional child.

6.B. Not Yet Born

§§ 160.606, 160.611

This petition is filed before the birth of a child who is due to be born on
[date].

Continue with 6.C., 6.D., or 6.E. as applicable for each child.

**6.C. No Presumed,
Acknowledged, or
Adjudicated Father**

§ 160.606

The child[ren] [name[s]] [has/have] no presumed, acknowledged, or
adjudicated father.

6.D. Acknowledged Father

§§ 160.308, 160.302(b)

The child [name] has an acknowledged father. The acknowledgment is
void or, in the alternative, should be set aside on the basis of fraud, duress, or
material mistake of fact.

Repeat above information for each additional child.

6.E. Child Has Presumed Father

§ 160.607

The child [name] has a presumed father [include if applicable: , but [the
presumed father and the mother of the child did not live together or engage in
sexual intercourse with each other during the probable time of conception/the
presumed father was precluded from commencing a proceeding to adjudicate
the child's parentage before the fourth anniversary of the date of the child's
birth because of the mistaken belief that he was the child's biological father
based on misrepresentations that led him to that conclusion]].

Repeat above information for each additional child.

7. Persons Entitled to Citation
§ 102.009

7. Persons Entitled to Citation

Do not include 7.A. if the mother is the petitioner.

7.A. Mother
§ 102.008(b)(4)

The mother of the child[ren] the subject of this suit is [name].

• *Service*
§ 102.009(a)(7)

Select one of the following.

1. Personal

Process should be served [include if applicable: at [address, city, state, zip code]].

2. Waiver

No service is necessary at this time.

3. Substituted
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Do not include 7.B. if the alleged father is the petitioner.

7.B. Alleged Father
§§ 101.0015, 102.008(b)(8)

The alleged father of the child[ren], [name[s]], the subject of this suit is [name].

- *Service*
§ 102.009(a)(8)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Do not include 7.C. if the presumed, acknowledged, or adjudicated father is the petitioner. Repeat 7.C. as necessary for each presumed, acknowledged, or adjudicated father.

7.C. Father
§§ 101.024, 102.008(b)(4)

The [presumed/acknowledged/adjudicated] father of the child[ren],
[**name[s]**], the subject of this suit is [**name**].

- *Service*
§ 102.009(a)(8)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Include 7.D. if applicable.

7.D. Paternity Registry
§ 101.0015

[**Name**] has filed a notice of intent to claim paternity of the child[ren], [**name[s]**], as provided by subchapter E of chapter 160 of the Texas Family Code.

• *Service*
§ 102.009(a)(9)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable: at [address, city, state, zip code]**].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

7.E. Court-Ordered Relationships

Select 7.E.1. or 7.E.2.

7.E.1. None Existing

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

**7.E.2. Court-Ordered Relationships
§ 102.008(b)(5)–(7)**

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

If 7.E.2. is used, select one of the following.

- **Service**
§ 102.009

1. **Personal**

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. **Waiver**

No service is necessary at this time.

3. **Substituted**
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Repeat above information for each additional person having a court-ordered relationship with the child(ren).

8. Nonresident Entitled to Citation
§ 102.011

8. Nonresident Entitled to Citation

[Name of nonresident], named above, is a nonresident of Texas.

Select one or more of [8.A.](#)–8.I.

8.A. Child[ren] Reside[s] in Texas
§ 102.011(b)(3)

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

8.B. Former Resident
§ 102.011(b)(4)

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

8.C. Payment of Prenatal Expenses or Support
§ 102.011(b)(5)

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

8.D. In-State Intercourse
§ 102.011(b)(6)

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

8.E. Personal Service of Citation
§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

8.F. Submission to Jurisdiction
§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

8.G. Paternity Registry/AOP
§ 102.011(b)(7)

The nonresident person [registered with the paternity registry maintained by the vital statistics unit/signed an acknowledgment of paternity of a child born in Texas who is the subject of this suit] as provided by chapter 160 of the Texas Family Code.

**8.H. Challenge of
Acknowledgment of
Paternity**
§ 160.309(b)

The nonresident person signed an acknowledgment or denial of paternity filed with the vital statistics unit, and this suit seeks to challenge the acknowledgment or denial as provided by chapter 160 of the Texas Family Code.

**8.I. Other Long-Arm
Jurisdiction Facts**
§ 102.011(b)(8)

State other facts for long-arm jurisdiction.

Repeat for each additional nonresident.

9. Property
§ 102.008(b)(9)

9. Property

Select [9.A.](#) or [9.B.](#) Adapt as necessary if some, but not all, children have property.

9.A. No Property

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

9.B. Property

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: **[describe and state value of property for each child]**.

10. Protective Order Statement
§ 160.6035

10. Protective Order Statement

Select [10.A.](#) if no order is in effect and no application is pending. Include [10.B.](#) if one or more orders are in effect. Include [10.C.](#) if one or more applications are pending.

10.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

10.B. Order Issued

[Include as applicable: A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code

of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [designation] Court in Cause No. [number] and was entered on [date]. A copy of the order is [attached to this petition as Exhibit [exhibit number/letter]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. **[Repeat as applicable if more than one order is in effect.]**

10.C. Application Pending

An application for [include as applicable: a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [date] in the [designation] Court in Cause No. [number]. **[Repeat as applicable if more than one application is pending.]**

11. Purpose of Suit

11. Purpose of Suit

The purpose of this suit is to establish the parent-child relationship between [name of alleged father] and the child[ren], [name[s] of child[ren]], the subject of this suit. **[Include if appropriate:** Petitioner also seeks to exclude [name[s] of the presumed, acknowledged, alleged, or adjudicated father[s]] as father[s] of the child[ren].]

12. Conservatorship

§§ 153.005(a), 160.624(b)

12. Conservatorship

The best interest of the child[ren] the subject of this suit will be served by the appointment of [name] as [sole managing conservator/joint managing conservator with the exclusive right to designate the primary residence of the child], and Petitioner so requests. Petitioner further requests that appropriate orders be made for access to the child[ren] and the allocation of the rights and duties of the conservators.

13. Support

§§ 154.131, 160.624(a)

13. Support

Petitioner requests that appropriate orders be made for support of the child[ren] [include if applicable: , including retroactive child support].

Include the following if applicable.

Petitioner requests that [name] be ordered to pay an equitable portion of all prenatal and postnatal health-care expenses of the mother and the child[ren], [name[s] of child[ren]].

Include 14. if applicable.

**14. Parenting Coordinator/
Facilitator**§§ 153.603(d), 153.605(a), (b),
153.6051(a), (b)*14. Parenting Coordinator*

Petitioner requests the Court to appoint a parenting [coordinator/facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is

good cause for appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in that [**specify good cause**], and the appointment would be in the best interest of the child[ren].]

15. Ad Litem[s]/Amicus Attorney[s]

15. [Ad Litem[s]/Amicus Attorney[s]]

Select 15.A. –15.D. as applicable.

15.A. Child[ren]

§§ 160.608(c), 160.612(a),
107.021(a)

Petitioner requests the Court to appoint [an amicus attorney/a guardian ad litem/an attorney ad litem] to represent the interests of the child[ren] the subject of this suit.

15.B. Other Minors
§ 160.612(b)

Petitioner requests the Court to appoint an [attorney ad litem/amicus attorney] to represent [**name**], who is a minor party, or whose interests are not adequately represented.

15.C. Incapacitated Person
§§ 107.010, 160.612(b)

Petitioner requests the Court to appoint an [attorney ad litem/amicus attorney] to represent the interests of [**name**], who is an incapacitated person entitled to citation.

15.D. Service by Publication
TRCP 244

One or more persons entitled to citation must be cited by publication, and Petitioner requests the Court to appoint an attorney ad litem for any party so cited who may default or fail to appear.

16. Child[ren]'s Name[s]
§ 160.636(e)

16. Name[s] of Child[ren]

Good cause exists to change the name of the child known as [present name], and Petitioner requests that the child's name be changed to [full name by which child is to be known].

Repeat above paragraph for each additional child.

17. Attorney's Fees
§§ 106.001, 106.002,
160.636(c)

17. Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Petitioner to secure the services of [name of attorney], a licensed attorney, to prepare and prosecute this suit. Judgment for reasonable attorney's fees, expenses, and costs through trial and appeal should be granted against Respondent and in favor of Petitioner for the use and benefit of Petitioner's attorney and be ordered paid directly to Petitioner's attorney, who may enforce the judgment in the attorney's own name. Petitioner requests post-judgment interest as allowed by law.

18. Genetic Testing
§§ 160.502, 160.503, 160.507,
160.621(c)

18. Genetic Testing

Petitioner requests that genetic testing be ordered in accordance with chapter 160 of the Texas Family Code as soon as all necessary parties are before the Court. [Include if applicable: Petitioner requests that the arrangements prescribed by the Court for genetic testing include provisions for making blood, buccal cells, bone, hair, or other body tissue or fluid samples

available to [name of expert], who is qualified in genetic testing and who is employed by Petitioner.]

19. Temporary Orders

- *Optional*

19. Temporary Orders

Select [19.A.](#) or [19.B.](#) if child support is sought.

19.A. Support by Mother, Presumed Father, or Petitioner

§ 160.624(a)(1), (2), (6)

Petitioner requests the Court on notice and hearing to render a temporary order for child support to be paid by [[name]/Petitioner].

19.B. Support by Other Payor

§ 160.624(a)(3)–(5)

Petitioner requests the Court on notice and hearing to render a temporary order for child support if [the alleged father refuses to submit to genetic testing/the alleged father is identified as the father through genetic testing/the alleged father is shown by clear and convincing evidence to be the father].

Include [19.C.](#) if conservatorship orders are sought.

19.C. Conservatorship

§ 153.005

Petitioner requests the Court on notice and hearing to render a temporary order appointing [name] as [sole managing conservator/joint managing conservator with the exclusive right to designate the primary residence of the child[ren]]. Petitioner further requests that appropriate temporary orders be made for access to the child[ren] and the allocation of the rights and duties of the conservators.

Include [19.D.](#)–[19.F.](#) as applicable.

19.D. Child Custody Evaluation

§ 107.103

• *Optional*

Petitioner requests the Court to order the preparation of a child custody evaluation regarding the circumstances and condition of the child[ren] [./and] the parties [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to the child[ren]] and any other issue or question relating to the suit at the request of the Court before or during the evaluation process.

**19.E. Parenting Coordinator/
Facilitator**§§ 153.605(a), (b),
153.6051(a), (b)

Petitioner requests the Court to appoint a parenting [coordinator/facilitator/coordinator or facilitator]. [This case is a high-conflict case./There is good cause for appointment of a parenting [coordinator/facilitator/coordinator or facilitator] in that [**specify good cause**], and the appointment would be in the best interest of the child[ren].]

**19.F. Dispute Resolution
Participation**§ 153.0071; TCPRC
§ 154.021

Petitioner requests the Court to order the parties to participate in an alternative dispute resolution process before trial of this matter.

For other temporary orders, see form [40-1](#).

20. Prayer*20. Prayer*• *Required in All Petitions*

Petitioner prays that citation and notice issue as required by law.

Petitioner prays for an order adjudicating parentage, that **[name]** be appointed [sole managing conservator/joint managing conservator with the exclusive right to designate the primary residence of the child[ren]], that appropriate orders be made for the support of the child[ren] **[include if applicable: and for payment of an equitable portion of all prenatal and postnatal health-care expenses of the mother and child] and payment of the fees, expenses, and costs of Petitioner in bringing this action, and that the child[ren]’s name[s] be ordered changed as requested above.**

Include the following if applicable.

• *Optional*

Petitioner prays for attorney’s fees, expenses, costs, and interest as requested above.

Continue with the following.

• *Required*

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For statement regarding health and dental insurance information required under [Tex. Fam. Code §§ 154.181\(b\)](#) and [154.1815\(c\)](#), see form [56-2](#).

For affidavit of citation by publication, see form [53-11](#); for affidavit of citation by other substituted service, see form [8-23](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 54-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition to Challenge [Acknowledgment/Denial] of Paternity**1. Discovery Level**
*TRCP 190.1**1. Discovery Level*

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]

Include 2. if applicable.

**2. Objection to Assignment of
Case to Associate Judge**
*§ 201.005**2. Objection to Assignment of Case to Associate Judge*

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits.

3. Petitioner
*§§ 102.008(b)(3), 160.602**3. Petitioner*

Select 3.A., 3.B., or 3.C.

3.A. Individual Petitioner

§§ 160.308, 160.602(a)(1),
(3), (7); TCPRC § 30.014

This suit is brought by [**name of petitioner**], Petitioner. Petitioner is [the child subject of the suit/a signatory to the acknowledgment or related denial/a man whose paternity of the child is to be adjudicated/related within the second degree by consanguinity to the mother of the child, and the mother is deceased].

[The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

3.B. Entity Petitioner

§ 160.602(a)(4), (5)

This suit is brought by [**name of agency**], [the support enforcement agency or another government agency authorized by other law/an authorized adoption agency or licensed child-placing agency], [**include if applicable: acting by and through** [**name and capacity**],] whose address is [**address, city, state**].

3.C. Personal Representative

§ 160.602(a)(6); TCPRC
§ 30.014

This suit is brought on behalf of [[**name of ward**]/the estate of [**name of decedent**]], by [**name**], Petitioner, who is not related to the child but is a representative authorized by law to act for an individual who would otherwise be entitled to maintain a proceeding but who is [deceased/incapacitated/a minor].

[The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three

numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

Continue with the following.

3.D. Capacity of Petitioner
§ 160.308(a), (c)

Select [3.D.1.](#) or [3.D.2.](#)

3.D.1. Signatory

Petitioner is a signatory of the [acknowledgment/denial] of paternity sought to be set aside in this suit, which was filed [include if applicable: together with a required denial of paternity signed by the presumed father] with the vital statistics unit on [date]. [Include if applicable: A true copy of the [acknowledgment/denial] of paternity is [attached as Exhibit [exhibit number/letter] to/filed with] this petition.]

3.D.2. Not a Signatory

Petitioner is not a signatory of the acknowledgment of paternity [include if applicable: or denial of paternity] sought to be set aside in this suit, which was filed with the vital statistics unit on [date]. [Include if applicable: A true copy of the [acknowledgment/denial] of paternity is [attached as Exhibit [exhibit number/letter] to/filed with] this petition.]

Repeat [3.D.1.](#) or [3.D.2.](#) as appropriate for each acknowledgment or denial of paternity sought to be challenged. Only one child may be included in each acknowledgment or denial of paternity.

4. Jurisdiction
§§ 160.104, 102.008(b)(1),
155.001, 155.101

4. Jurisdiction

Select [4.A.](#), [4.B.](#), or [4.C.](#)

4.A. No Prior Proceedings

No court has continuing jurisdiction of this suit or of the child[ren] the subject of this suit.

4.B. Subsequent Action

This Court has acquired and retains continuing, exclusive jurisdiction of this suit and of the child[ren] the subject of this suit as a result of prior proceedings.

4.C. Prior Proceedings Possible

Petitioner believes that no court has acquired and retains continuing, exclusive jurisdiction of this suit. Petitioner will request that the vital statistics unit identify the court that last had continuing, exclusive jurisdiction or confirm that the child[ren] [has/have] not been the subject of a suit resulting in a court of continuing jurisdiction.

5. Required Information about Child[ren]*5. Required Information about Child[ren]*

Include 5.A. if any party resides outside Texas.

5.A. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

5.B. Insurance Information
§§ 154.181(b), 154.1815(c)

Information required by sections 154.181(b) and 154.1815(c) of the Texas Family Code is provided in the statement attached as Exhibit [exhibit number/letter].

6. Child[ren]*6. Child[ren]*

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Include the following item if needed to establish venue.

County of residence:

Repeat above information for each additional child.

7. Person[s] Entitled to Citation

§§ 102.009, 160.309(a)

7. Person[s] Entitled to Citation

Do not include 7.A. if the mother is the petitioner.

7.A. Mother

§ 102.008(b)(4)

The mother of the child[ren] the subject of this suit is [name of mother].

- *Service*
§ 102.009(a)(7)

Select one of the following.

1. Personal

Process should be served [include if applicable: at [address, city, state, zip code]].

2. Waiver

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Continue with the following if applicable. Do not include 7.B. if the man who signed the acknowledgment is the petitioner.

7.B. Acknowledged Father

The man who signed the acknowledgment[s] claiming to be the father of the child[ren] the subject of this suit is [name].

• *Service*
§ 102.009(a)(7)

Select one of the following.

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Continue with the following. Do not include 7.C. if the presumed father is the petitioner or if there is no presumed father.

7.C. Presumed Father/Signatory

The presumed father [include if applicable: and signatory to a denial of paternity related to the acknowledgment of paternity] of the child[ren] the subject of this suit is [name].

- *Service*
§ 102.009(a)(7)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [**exhibit number/letter**].

Continue with [7.D.](#) if the petitioner alleges that a man *other* than one who signed the acknowledgment or denial is the true father of the child. Do not include if the alleged father is the petitioner.

7.D. Alleged Father

The alleged father of the child[ren] the subject of this suit is [**name**].

- *Service*
§ 102.009(a)(8)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable:** at [**address, city, state, zip code**]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

7.E. *Court-Ordered Relationships*

Select 7.E.1. or 7.E.2.

7.E.1. *None Existing*

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

7.E.2. *Court-Ordered Relationships*
§ 102.008(b)(5), (6), (7)

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

If 7.E.2. is used, select one of the following.

• *Service*
§ 102.009

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

8. ***Nonresident Entitled to Citation***
§ 102.011

8. *Nonresident Entitled to Citation*

[Name of nonresident], named above, is a nonresident of Texas.

Select one or more of 8.A.–8.I.

8.A. ***Child[ren] Reside[s] in Texas***
§ 102.011(b)(3)

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

8.B. ***Former Resident***
§ 102.011(b)(4)

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

8.C. ***Payment of Prenatal Expenses or Support***
§ 102.011(b)(5)

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

8.D. ***In-State Intercourse***
§ 102.011(b)(6)

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

8.E. Personal Service of Citation

§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in
Texas.

8.F. Submission to Jurisdiction

§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction
of Texas by consent, by entering a general appearance, or by filing a respon-
sive document having the effect of waiving any contest to personal jurisdic-
tion.

8.G. Paternity Registry/AOP

§ 102.011(b)(7)

The nonresident person [registered with the paternity registry main-
tained by the vital statistics unit/signed an acknowledgment of paternity of a
child born in Texas who is the subject of this suit] as provided by chapter 160
of the Texas Family Code.

**8.H. Challenge of
[Acknowledgment/Denial] of
Paternity**

§ 160.309(b)

The nonresident person signed an acknowledgment or denial of pater-
nity filed with the vital statistics unit, and this suit seeks to challenge the
acknowledgment or denial as provided by chapter 160 of the Texas Family
Code.

**8.I. Other Long-Arm
Jurisdiction Facts**

§ 102.011(b)(8)

State other facts for long-arm jurisdiction.

Repeat for each additional nonresident.

9. Property
§ 102.008(b)(9)

9. Property

Select [9.A.](#) or [9.B.](#) Adapt as necessary if some, but not all, children have property.

9.A. No Property

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

9.B. Property

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: **[describe and state value of property for each child]**.

10. Grounds for Challenge

10. Grounds for Challenge of [Acknowledgment/Denial] of Paternity

Select [10.A.](#) or [10.B.](#)

**10.A. Challenge of
Acknowledgment of
Paternity**
§ 160.308(a), (c)

The acknowledgment **[include if applicable: and related denial]** should be set aside on the basis of fraud, duress, or material mistake of fact. This proceeding is brought before any order affecting the child has been issued.

**10.B. Challenge of Void
Acknowledgment of
Paternity**

§§ 160.302(b), 160.308(c)

The acknowledgment should be set aside because the parties' acknowledgment falsely denied the existence of a presumed, acknowledged, or adjudicated father of the child.

11. Genetic Testing

§§ 160.502, 160.503, 160.507,
160.621(c)

11. Genetic Testing

Petitioner requests that genetic testing be ordered in accordance with chapter 160 of the Texas Family Code as soon as all necessary parties are before the Court. [**Include if applicable:** Petitioner requests that the arrangements prescribed by the Court for genetic testing include provisions for making blood, buccal cells, bone, hair, or other body tissue or fluid samples available to [**name of expert**], who is qualified in genetic testing and who is employed by Petitioner.]

12. Attorney's Fees

§§ 106.001, 106.002,
160.636(c)

12. Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Petitioner to secure the services of [**name of attorney**], a licensed attorney, to prepare and prosecute this suit. Judgment for reasonable attorney's fees, expenses, and costs through trial and appeal should be granted against Respondent and in favor of Petitioner for the use and benefit of Petitioner's attorney and be ordered paid directly to Petitioner's attorney, who may enforce the judgment in the attorney's own name. Petitioner requests post-judgment interest as allowed by law.

13. Correction of Birth Records*13. Correction of Birth Record[s]*

Petitioner requests that the Court order the vital statistics unit to amend the birth record[s] of the child[ren] as appropriate.

14. Prayer*14. Prayer*

Petitioner prays that citation and notice issue as required by law. Petitioner prays for judgment vacating the acknowledgment [**include if applicable:** and related denial] of paternity and ordering the vital statistics unit to delete the acknowledgment [**include if applicable:** and related denial] of paternity from the records of the unit. Petitioner prays for all other relief in accordance with the allegations contained in this petition. [**Include if applicable:** Petitioner prays that the Court order genetic testing and adjudicate the parentage of the child[ren] the subject of this suit.]

Include the following if applicable.

- *Optional*

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

- *Required*

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For statement regarding health and dental insurance information required under [Tex. Fam. Code §§ 154.181\(b\) and 154.1815\(c\)](#), see form [56-2](#).

For affidavit of citation by publication, see form [53-11](#); for affidavit of citation by other substituted service, see form [8-23](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 54-3

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Respondent's [Special Appearance and] Original Answer

Respondent, [name of respondent], files this [Special Appearance and] Original Answer. [The last three numbers of Respondent's driver's license number are [numbers]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [numbers]./Respondent has not been issued a Social Security number.]

If paternity is admitted, skip to 5.; otherwise include those of 1. through 4. that are appropriate.

1. Special Appearance
§ 160.604

1. Respondent's Special Appearance

Respondent files a special appearance under rule 120a of the Texas Rules of Civil Procedure. Respondent is a resident and domiciliary of [location]. Respondent's person and property are not amenable to process issued by the courts of Texas. None of the grounds for personal jurisdiction provided in the Texas Family Code has been established. Respondent prays that this Court hear and determine this challenge to personal jurisdiction before hearing any other plea or pleading and enter an appropriate order.

2. Statute of Limitations*2. Statute of Limitations*

Select [2.A.](#) or [2.B.](#)

**2.A. Acknowledged or
Adjudicated Father**
§§ 160.609, 160.308

This suit is barred by limitations because the child has an [acknowledged/adjudicated] father and this proceeding was not commenced before [the fourth anniversary of the effective date of the [acknowledgment/adjudication]/issuance of an order affecting the child].

2.B. Presumed Father
§ 160.607

This suit is barred by limitations because the child has a presumed father and this proceeding was not commenced before the fourth anniversary of the date of the child's birth.

**3. Request to Deny Testing and
Adjudicate Presumed Father**
§ 160.608*3. Request for Court to Deny Genetic Testing and Adjudicate the Presumed
Father as the Father of the Child*

Genetic testing should be denied and the presumed father adjudicated to be the father of the child because the conduct of the mother or presumed father estops that party from denying parentage, it would be inequitable to disprove the father-child relationship between the child and the presumed father, and an order adjudicating the presumed father to be the father of the child is in the child's best interest. This court should appoint a guardian ad litem for the child.

4. Answer and Request for Testing
§ 160.502

4. Original Answer and Request for Genetic Testing

Respondent denies the allegations of the petition in this case and requests that this Court order genetic testing. [Include if applicable: Respondent requests that the arrangements prescribed by the Court for genetic testing include provisions for making blood, buccal cells, bone, hair, or other body tissue or fluid samples available to [name of expert], who is qualified in genetic testing and who is employed by Respondent.]

If paternity and jurisdiction are admitted, include only the remainder of this form, renumbering the paragraphs as appropriate.

5. Admission of Paternity and Request for Order
§ 160.623

5. Respondent's Admission of Paternity and Request for Order

Respondent admits to his paternity of the child the subject of this suit and requests an order adjudicating him to be the father of the child.

Include 6. if applicable.

6. Objection to Assignment of Case to Associate Judge
§ 201.005

6. Objection to Assignment of Case to Associate Judge

Respondent objects to the assignment of this matter to an associate judge for a trial on the merits.

7. Required Information about Child[ren]*7. Required Information about Child[ren]*

Include 7.A. if any party resides outside Texas.

7.A. UCCJEA Information
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [**exhibit number/letter**].

7.B. Insurance Information
§§ 154.181(b), 154.1815(c)

Information required by sections 154.181(b) and 154.1815(c) of the Texas Family Code is provided in the statement attached as Exhibit [**exhibit number/letter**].

8. Attorney's Fees, Expenses, Costs, and Interest
§§ 106.001, 106.002,
160.636(c)*8. Attorney's Fees, Expenses, Costs, and Interest*

It was necessary for Respondent to secure the services of [**name of attorney**], a licensed attorney, to prepare and defend this suit. Judgment for reasonable attorney's fees, expenses, and costs through trial and appeal should be granted against Petitioner and in favor of Respondent for the use and benefit of Respondent's attorney and be ordered paid directly to Respondent's attorney, who may enforce the judgment in the attorney's own name. Respondent requests postjudgment interest as allowed by law.

9. Prayer*9. Prayer*

Respondent prays that the Court grant the relief requested above.

Respondent prays for attorney's fees, expenses, costs, and interest as requested above.

Respondent prays for general relief.

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following verification if [1.](#) is used.

An unsworn declaration may be used in place of a verification. See form [8-27](#).

Verification

The undersigned states under oath: "I am Respondent in the foregoing Respondent's Special Appearance. I have personal knowledge of the allegations and facts stated therein, and they are true and correct."

[Name of respondent]

SIGNED under oath before me on _____.

[Name]

Notary Public, State of Texas

Continue with the following.

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[Name]

Attorney for Respondent

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For statement regarding health and dental insurance information required under [Tex. Fam. Code §§ 154.181\(b\) and 154.1815\(c\)](#), see form [56-2](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 54-4

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Genetic Testing

This motion is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. Genetic testing has not been completed, and the parties have been unable to agree to such testing. All necessary parties are before the Court; it is medically practical to take blood, buccal cells, bone, hair, or other body tissue or fluid samples for genetic testing of [the/each] child who is the subject of this suit; and genetic testing is required by section 160.502 of the Texas Family Code.

2. **[Name of movant]** requests that the Court set a hearing and issue appropriate orders for genetic testing, including the assessment of costs.

Include 3 . if applicable.

3. **[Name of movant]** requests that the arrangements prescribed by the Court for genetic testing include provisions for making blood, buccal cells, bone, hair, or other body tissue or fluid samples available to **[name of expert]**, who is qualified in genetic testing and who is employed by **[name of movant]**.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include certificate of conference if required by local practice.

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]
Attorney for [name of movant]

Form 54-5**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order for Genetic Testing

On **[date]** the Court heard the Motion for Genetic Testing of **[name of movant]**. The Court finds that it is medically practical to take blood, buccal cells, bone, hair, or other body tissue or fluid samples for genetic testing and that genetic testing has been requested and is required by section 160.502 of the Texas Family Code.

IT IS THEREFORE ORDERED that the mother, **[name]** **[include if applicable: , the presumed father, [name],]** and the alleged father[s], **[name[s]]**, present themselves and that the child[ren], **[name[s]]**, be presented by the party who has physical possession of the child[ren], each with appropriate photographic identification, at the following location[s] at **[time]** on **[date]** to submit to genetic tests by the following expert[s]: **[name[s] of expert[s], street address, city and state, telephone number]**.

IT IS ORDERED THAT all persons named above shall remain there until the genetic specimens have been collected and shall permit **[name[s]]**, or **[their/its]** designated agents or employees, to take blood, buccal cells, bone, hair, or other body tissue or fluid samples sufficient for genetic testing. The expert[s] shall perform testing sufficient to comply with subchapter F of chapter 160 of the Texas Family Code and shall prepare a report in compliance with section 160.504 of the Texas Family Code.

IT IS ORDERED THAT **[name[s] of expert[s]]** shall file the original report with the Court and provide a copy of the report to **[name[s]]** at the time the original report is filed.

IT IS ORDERED THAT the cost of [**name[s] of expert[s]**]'s services shall be borne in the following manner: [**specify manner of payment**].

SIGNED on _____.

JUDGE PRESIDING

Form 54-6

If the child is made a party to the suit or the court finds that the interests of the child are not adequately represented, the court shall appoint an attorney ad litem or an amicus attorney to represent the child. [Tex. Fam. Code § 160.612\(b\)](#). If genetic testing may be denied in order to adjudicate the presumed father as the father of the child, the court must appoint an attorney ad litem or an amicus attorney to represent the child. [Tex. Fam. Code § 160.608\(c\)](#). If issues other than parentage are present and the court finds that the appointment is necessary to ensure the determination of the best interest of the child, the court may appoint an attorney or guardian ad litem or an amicus attorney. [Tex. Fam. Code § 107.021](#). (See forms [13-6](#), [13-7](#), and [13-8](#).)

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order Appointing [Attorney Ad Litem/Guardian Ad Litem/Amicus
Attorney] to Represent Child**
[Parentage Suit]

On [date] the Court considered [include if applicable: on motion of a party] the appointment of [an attorney ad litem/an amicus attorney/a guardian ad litem] for the child[ren].

Select one of the following if applicable.

The Court finds that appointment of an attorney ad litem or an amicus attorney for the child is mandatory because the child has been made a party to the suit.

Or

The Court finds that appointment of an attorney ad litem or an amicus attorney for the child is mandatory because the Court has been requested to deny genetic testing on the ground that it would be inequitable to disprove the child's relationship with the presumed father.

Or

The Court finds that appointment of an attorney ad litem or an amicus attorney for the child is necessary because the interests of the child are not adequately represented.

Continue with the following.

IT IS ORDERED THAT [name] is appointed [attorney ad litem/amicus attorney/guardian ad litem] to represent the child[ren] the subject of this suit.

This appointment shall be effective immediately and shall remain in effect during the pendency of this suit or until further order of the Court.

IT IS ORDERED that the reasonable fees and expenses of the [attorney ad litem/amicus attorney/guardian ad litem] shall be borne in the following manner: **[specify details of payment]**.

SIGNED on _____.

JUDGE PRESIDING

Form 54-7

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Temporary Orders

This motion is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. Temporary orders for support, conservatorship, and access should be rendered pending final hearing in this case.
2. **[Name]** should be ordered to pay child support to **[name of movant]** for the benefit of the child[ren].
3. Child support should be paid to **[party designation]** by **[name]**, [the mother/the presumed father/the alleged father, who is petitioning to have his paternity adjudicated/who has been identified as the father through genetic testing/who has admitted paternity in a pleading or in open court/who is the alleged father and has refused to submit to genetic testing].
[Include if applicable: The presumed father, **[name of presumed father]**, has been excluded as the father of the child[ren].]
4. **[Name of movant]** requests that the Court set a hearing and issue appropriate orders for the safety and welfare of the child[ren], including but not limited to—

State requested relief under Tex. Fam. Code §§ 105.001 and 160.624 . The following are examples.

- a. naming [**name of movant**] Temporary Managing Conservator of the child[ren],
- b. naming [**name**] Temporary Possessory Conservator of the child[ren],
- c. ordering [**name**] to pay child support to [**name of movant**] for the use and benefit of the child[ren],
- d. awarding [**name**] periods of access to and possession of the child[ren],
- e. ordering [**name**] to pay reasonable attorney's fees and expenses.

Continue with the following.

5. [**Name of movant**] prays that the Court set a hearing and grant the requested relief.

Include the following if applicable.

[**Name of movant**] prays for attorney's fees.

Continue with the following.

[**Name of movant**] prays for general relief.

[**Name**]
 Attorney for [**name of movant**]
 State Bar No.:
 [**E-mail address**]
 [**Address**]
 [**Telephone**]
 [**Fax**]

Include certificate of conference if required by local rules.

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [**Repeat for each attorney of record or party to be served.**]

[Name]

Attorney for [**name of movant**]

Order Setting Hearing

On [date] the Court considered the Motion for Temporary Orders filed by [**name of movant**], [**party designation**].

IT IS ORDERED that a hearing is set on _____ at _____ .M.
The purpose of the hearing is to determine whether, while this case is pending,

Select as applicable.

1. [**name of movant**] should be named Temporary Managing Conservator of the child[ren],
2. [**name**] should be named Temporary Possessory Conservator of the child[ren],
3. [**name**] should be ordered to pay child support to [**name of movant**] for the use and benefit of the child[ren],
4. [**name**] should be awarded periods of access to and possession of the child[ren],

5. [name] should be ordered to pay reasonable attorney's fees and expenses.

SIGNED on _____ at _____ .M.

JUDGE PRESIDING

Form 54-8

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Temporary Orders

On **[date]** a hearing for temporary orders was held.

Petitioner, **[name]**, appeared in person and through attorney of record, **[name]**.

Other parties appearing were **[name[s]]**.

Select one or more of the following if applicable.

Also appearing was **[name]**, appointed by the Court as [attorney ad litem/amicus attorney/guardian ad litem] of the child[ren] the subject of this suit. **[Include if applicable:** The [attorney ad litem/amicus attorney/guardian ad litem] has agreed to the terms of this order, as evidenced by the signature of the [attorney ad litem/amicus attorney/guardian ad litem] below.]

And/Or

Also appearing was **[name]**, appointed by the Court as [attorney ad litem/amicus attorney] for **[name]**, who is a minor. **[Include if applicable:** The [attorney ad litem/amicus attorney] has agreed to the terms of this order, as evidenced by the signature of the [attorney ad litem/amicus attorney] below.]

And/Or

Also appearing was **[name]**, appointed by the Court as [attorney ad litem/amicus attorney] for **[name]**, who is an incapacitated person. **[Include if applicable:** The [attorney ad litem/

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

And/Or

Also appearing was [name], appointed by the Court as attorney ad litem for [name of absent party], who was served by publication but did not otherwise answer or appear.

And/Or

The following person[s] waived issuance and service of citation by waiver duly filed and did not otherwise appear: [name[s]].

And/Or

The following person[s] [was/were] duly and properly cited but did not appear and wholly made default: [name[s]].

Continue with the following.

The Court finds that [name] is obligated to support the child [name], born on [date] to [name of mother].

Add information for additional child(ren).

The Court further finds that the following temporary orders are appropriate and necessary:

The court may issue any temporary orders under [Tex. Fam. Code § 105.001](#). (See form [40-5](#)).

SIGNED on _____.

JUDGE PRESIDING

Provide for approval of ad litem and/or amicus attorneys if applicable.

Form 54-9

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Adjudicating Parentage**1. Date of Hearing**

On [date] the Court heard this case.

2. Appearances*Appearances***2.A. Petitioner****1. In Person and by Attorney**

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

Or

2. Agreement

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.

2.B. Respondent

Respondent, [name of respondent],

Select one of the following.

1. *In Person and by Attorney*

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

2. *In Person*

appeared in person and announced ready for trial.

3. *By Attorney*

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

4. *Did Not Appear (Default)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Agreement*

has made a general appearance and has agreed to the terms of this order, as evidenced by the signature of Respondent below.

2.C. Other Parties

Other parties appearing were **[name[s] and relationship[s] to child[ren]]**.

2.D. Ad Litem[s]/Amicus Attorney[s]

Select as applicable.

2.D.1. *Child[ren]*

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

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

And/Or

2.D.2. Minor Parties

Also appearing was [name], appointed by the Court as [attorney ad litem/amicus attorney] for [name], who is a minor. [Include if applicable: The [attorney ad litem/amicus attorney] has agreed to the terms of this order, as evidenced by the signature of the [attorney ad litem/amicus attorney] below.]

And/Or

2.D.3. Incapacitated Parties

Also appearing was [name], appointed by the Court as [attorney ad litem/amicus attorney] for [name], who is an incapacitated person. [Include if applicable: The [attorney ad litem/amicus attorney] has agreed to the terms of this order, as evidenced by the signature of the [attorney ad litem/amicus attorney] below.]

And/Or

2.D.4. Absent Parties

Tex. R. Civ. P. 244 requires that if the default judgment is based on service of citation by publication, a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 23-4. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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

3. Jurisdiction*Jurisdiction*

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All questions of fact and of law were submitted to the Court. All persons entitled to citation were properly cited.

4. Record*Record***4.A. Waived**
§ 105.003(c)

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

Or

4.B. Reporter

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

5. Child[ren]*Child[ren]*

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

Repeat above information for each additional child.

If parentage was *not* established, or if parentage was rebutted with respect to any man, continue with the following orders and decrees in [6](#). If parentage was established, go to [7](#).

**6. Judgment When Parentage
Rebutted or Not Established**
§§ 160.631(b), (d),
160.636(a), (c)

Adjudication of Nonparentage

6.A. Nonparentage

The Court finds that admissible results of genetic testing exclude **[name of nonfather]** or identify another man as the father of the child **[name]**.

IT IS ORDERED that **[name of nonfather]** is not, and he is adjudicated not to be, the father of the child **[name of child]**, born on **[date]** to **[name of mother]**.

Repeat above paragraphs for each additional child.

**6.B. Attorney's Fees (When
Parentage Not Established)**

Attorney's Fees

IT IS ORDERED that good cause exists to award **[name of attorney]** judgment in the amount of **[number]** dollars (\$**[amount]**) for reasonable attor-

ney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of party ordered to pay]**. **[Name of party ordered to pay]** 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.

If an attorney ad litem, an amicus attorney, or an eligible professional appointed as guardian ad litem is representing any child or party in the case, include appropriate language for those fees and expenses. See form [40-6](#).

If [6](#). alone was used, continue with [13](#).–16. If parentage was established with respect to another man, continue with the rest of this form.

7. Judgment When Parentage Established

7.A. Parentage Findings

Parentage Findings

Select one of [7.A.1](#).–[7.A.6](#).

7.A.1. Parentage on Default § 160.634

The Court finds that the alleged father, **[name]**, was duly and properly cited but did not appear and wholly made default, that the return of citation has been on file for the requisite period of time, and that evidence before the Court shows him to be the father of **[name of child]**.

7.A.2. *Admission of Paternity*
§ 160.623

The Court finds that the alleged father, [name], has admitted to the paternity of [name of child] by pleading or in open court under oath and that there is no reason to question the admission.

7.A.3. *Alleged Father's Refusal to Submit to Genetic Testing*
§ 160.622(b)

The Court finds that the alleged father, [name], has denied parentage of [name of child] but refused to submit to genetic testing.

7.A.4. *Mother's Refusal to Submit to Genetic Testing*
§ 160.622(b)

The Court finds that the mother has denied that the alleged father, [name], is the father of [name of child] but refused to submit to genetic testing.

7.A.5. *Genetic Testing Showing Paternity*
§ 160.631(c)

The Court finds that [name] has denied parentage but that the genetic testing results show him to be the father of [name of child].

7.A.6. *Presumed, Acknowledged, or Adjudicated Father Not Excluded*
§ 160.631(b)

The Court finds that [name] is the [presumed/acknowledged/adjudicated] father of [name of child] and that admissible results of genetic testing do not exclude him or identify another man as the father of the child.

7.B. Adjudication of Parentage*Adjudication of Parentage*

IT IS ORDERED that [name of father] is, and he is adjudicated to be, the father of [name of child], born on [date] to [name of mother], and that the parent-child relationship between the father and the child is established for all purposes.

Repeat for each additional child.

7.C. Conservatorship, Support, Parenting Plan Requirements, and Health-Care Expenses*Conservatorship, Support, Parenting Plan Requirements, and Health-Care Expenses*

If a nonbiological father is given rights concerning the child, include in this section language addressing these rights including, if appropriate, conservatorship and/or access.

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

7.C.1. Conservatorship, Support, and Parenting Plan Requirements

For orders regarding appointment of conservators, rights and duties, possession and access, support, and related matters, see 7. (parenting plan), 8. (conservatorship orders), 9. (child support), 10. (optimizing development of relationship between parties and child[ren]), 11. (settlement of future disputes), and other provisions in form 40-6 . If appropriate, alter support language to provide for retroactive support as provided in Tex. Fam. Code §§ 154.131, 160.636(g) . Conservatorship and access may not be joined with a proceeding to adjudicate parentage brought under chapter 159 (UIFSA).

Include the following if applicable.

7.C.2. *Prenatal and Postnatal
Health-Care Expenses*
§ 160.636(g)

The Court finds that **[name]** should be ordered to pay an equitable portion of all prenatal and postnatal health-care expenses of the mother and the child[ren].

IT IS THEREFORE ORDERED that **[name]** shall pay the prenatal and postnatal health-care expenses of the mother and the child **[name of child]** as follows: **[specify in detail the place, date, amount, payee, and method of payment]**.

Repeat for each additional child.

8. *Name[s] and Birth Records of
Child[ren]*
§ 160.636(e), (f)

Name[s] of Child[ren]

IT IS ORDERED that the child formerly known as **[name]** shall hereafter be named **[name by which child is to be known]**.

Repeat for each additional child.

Amendment of Birth Certificate

IT IS ORDERED that the vital statistics unit shall amend the birth record of the child formerly known as **[name]**, by **[select appropriate changes to be made: adding [name], identified as the father by this order as the father of the child/[and] removing [name], adjudicated by this order as not being the father of the child, from the birth record/[and] changing the child's name as specified above]**.

Repeat for each additional child.

9. Information Regarding Parties
§ 105.006(a)

Required Information

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

If the court finds that requiring a party to give certain items of this information to another party is likely to cause the child or a conservator harassment, abuse, serious harm, or injury, or to subject the child or a conservator to family violence, as defined by [Tex. Fam. Code § 71.004](#), the court may make any orders it considers necessary regarding the information. [Tex. Fam. Code § 105.006\(c\)](#). Information regarding the child appears in [5](#), rather than here, because the child is not a party.

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:

Repeat as needed for other parties.

10. Required Notices

§§ 105.006(e), (e-1), (e-2),
105.007

Required Notices

Include the following four paragraphs of 10. unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraphs in all orders.

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.

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

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

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

11. Warnings to Parties
§ 105.006(d)

Warnings

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.

12. Attorney's Fees (as Child Support)

Attorney's Fees

IT IS ORDERED that good cause exists to award [name of attorney] judgment in the amount of [number] dollars (\$[amount]) for reasonable attorney's fees, expenses, and costs incurred by [name of party], with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [name of respondent], Respondent. Respondent 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.

If an attorney ad litem, an amicus attorney, or an eligible professional appointed as guardian ad litem is representing any child or party in the case, include appropriate language for those fees and expenses. See form [40-6](#).

13. Costs

§ 160.636(c);
TCPRC § 31.007

Costs

Select [13.A.](#), [13.B.](#), [13.C.](#), or [13.D.](#)

13.A. One Party Due—No Judgment

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

13.B. One Party Due—Judgment

IT IS ORDERED that [name] is awarded a judgment of [number] dollars (\$[amount]) against [name] for costs of court incurred in this case, with interest at [percent] percent per year compounded annually from the date the judgment is signed until paid, for which let execution issue.

13.C. Party Incurring

IT IS ORDERED that costs of court are to be borne by the party who incurred them, for which let no execution issue.

13.D. Half to Each Party

IT IS ORDERED 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.

14. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

15. Date of Order

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

16. Approvals

Include the following in all orders unless there is a motion to
sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include the following if applicable.

[Name]
[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]
State Bar No.: [if applicable]
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Complete information on suit affecting the family relationship (form [56-18](#)) (section 4 is the declaration of paternity) and, if appropriate, parent-child relationship information sheet (form [56-19](#)), income withholding for support (form [9-3](#)), medical child-support order (form [9-1](#)), and application for amended birth certificate based on parentage (form [54-10](#)).

Form 54-10

APPLICATION FOR A NEW BIRTH CERTIFICATE BASED ON PARENTAGE

BUDGET ZZ 708-153

This form is used to **ADD, REMOVE, or REPLACE** information regarding the **parents** listed on the original birth certificate according to an establishment of **PARENTAGE** or a **COURT ORDER**.

Child's original birth information: Type or Print in Blue/Black Ink

Full name of child as registered at birth _____ Date of Birth: ____/____/____ Place of Birth: _____, Texas
month day year city
 Father's name: _____ Mother's full maiden name: _____

We/I hereby request a new birth certificate be filed as evidenced by:

PLEASE CHECK ONE OF THE FOLLOWING:

- ☐ **Attached** certified copy of court decree (must send all pages of the court order) **OR**
- ☐ A properly completed Acknowledgment of Paternity (form VS-159.1) (**Date form was faxed to Vital Statistics Unit (VSU) or signed before a certified entity:** _____) **OR**
- ☐ **Attached** certified copy of the parents' marriage license
- ☐ A properly completed Rescission of Acknowledgment of Paternity (form VS-158) (**Date Mailed to VSU** _____)

INFORMATION TO BE PLACED ON NEW BIRTH CERTIFICATE:

FULL NEW NAME OF CHILD (may require a court order): _____
First Middle Last

Title To Appear On Birth Record: ☐ Mother ☐ Father ☐ Parent; If Mother, Full Maiden Name _____
First Middle Last

Parent's Name: _____ Date of Birth: ____/____/____ Place of Birth: _____
First Middle Last month day year State or Foreign Country

Title To Appear On Birth Record: ☐ Mother ☐ Father ☐ Parent; If Mother, Full Maiden Name _____
First Middle Last

Parent's Name: _____ Date of Birth: ____/____/____ Place of Birth: _____
First Middle Last month day year State or Foreign Country

WARNING: The Penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine of up to \$10,000. (Texas Health and Safety Code, Chapter 195).

Signature of PARENT or Legal Guardian swearing to this affidavit

Address _____ city _____ state _____ zip code _____

(_____) _____
 Daytime telephone number

Sworn to and subscribed before me, this _____ day of _____,
 20____.

Signature of Notary Public, County Clerk, or other person
 authorized to administer oaths

Printed name and title

Signature of PARENT or Legal Guardian swearing to this affidavit

Address _____ city _____ state _____ zip code _____

(_____) _____
 Daytime telephone number

Sworn to and subscribed before me, this _____ day of _____,
 20____.

Signature of Notary Public, County Clerk, or other person
 authorized to administer oaths

Printed name and title

SEE REVERSE SIDE FOR INSTRUCTIONS

- The fee for filing a new birth certificate is \$25.00. An additional fee of \$22.00 must be included for a certified copy of the new birth certificate.

Mail this completed and NOTARIZED application with either the attached evidence (certified copy of court order/ marriage license), or filed an Acknowledgment of Paternity, and the required fee to:

TEXAS VITAL STATISTICS
 PO BOX 12040
 AUSTIN TX 78711-2040



THIS FORM (with an attached court order or marriage license, or a filed Acknowledgment of Paternity in the AOP Registry) MAY BE USED TO:

- **Add a parent's** information to the birth certificate when the parent's information is blank on the original birth certificate. **Evidence needed:** a certified copy of a court order establishing the paternity of the child, OR a filed Acknowledgment of Paternity in the AOP Registry if the biological parents are not married to each other, OR the marriage license of the parents if they are now married to each other,
- **Change the name and information of the parent** listed on a child's birth certificate to the **biological father's** name and information. This requires a certified copy of a court order OR an Acknowledgment of Paternity signed by all three parties (the biological mother, the biological father, and the father presently listed on the birth certificate) and filed in the Acknowledgment of Paternity Registry.
- **Remove the father or mother's information.** This requires a certified copy of a court order. **Please Note:** A Termination of Parental Rights will not remove a biological parent's information from the birth certificate unless the court order specifically states the biological parent's name and information are to be removed.
- **Substitute the Intended Parents' names** on the birth certificate based on a **gestational agreement**. This requires a certified copy of a court order.

SPECIAL INSTRUCTIONS:

- ◆ If a **marriage license** or an **Acknowledgment of Paternity** is being used as evidence, **BOTH** parents must sign the application before a notary public.
- ◆ If a **certified copy of a court order** is being used as evidence to change the birth certificate, only **one** parent is required to sign the application before a notary public.
- ◆ If you are the **father listed** and you are having your name **removed**, a certified copy of a court order is required to make any change to the child's name. You are no longer a qualified applicant to receive a copy of the child's new birth certificate. **Please submit only the \$25.00 filing fee.** You will receive notification when the change is made.
- ◆ A **legal guardian** or the **father listed on the birth certificate** may sign the application before a notary public if a **certified copy of a court order establishing or removing paternity** is presented as evidence with this application.
- ◆ If **one or both parents are deceased**, a court order is required to file a new birth certificate to add the biological father's name and information.
- ◆ If a **birth certificate has previously been changed** based on paternity or a court order, a court order is needed to file a new birth certificate with different information.

NO CHANGES WILL BE MADE TO A BIRTH CERTIFICATE WITHOUT THE FILING FEE

The fee to file a new birth certificate based on paternity, removal of a father or mother's information, or a gestational agreement is **\$25.00**. The additional fee for a certified copy of the new birth record is **\$22.00**. If you have any questions, please call (888) 963-7111.

VS-166 revised 03/2016

Forms 54-11 through 54-20 are reserved.

Form 54-21

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition to Validate Gestational Agreement

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

2. This suit is brought by **[names of intended parents]**, Petitioners. Petitioners are spouses.

[The last three numbers of **[name of intended parent]**'s driver's license number are **[numbers]**./**[Name of intended parent]** has not been issued a driver's license.] [The last three numbers of **[name of intended parent]**'s Social Security number are **[numbers]**./**[Name of intended parent]** has not been issued a Social Security number.] **[Repeat statements for other intended parent.]**

Petitioners' address is **[address]**.

The other [party/parties] to this suit [is/are] **[name and address of gestational mother]** **[include if applicable: and [name and address of gestational mother's spouse]]**.

Service of citation is not necessary at this time.

3. Petitioners seek an order validating the gestational agreement entered into on **[date]** between Petitioners, who are the intended parents under the agreement, and **[name of gestational mother]**, the gestational mother under the agreement **[include if applicable: , and**

[**name of gestational mother's spouse**], her spouse]. A copy of the gestational agreement is attached to this petition as Exhibit [**exhibit number/letter**] and incorporated in it by reference.

4. No court has continuing, exclusive jurisdiction of this suit. Venue is proper under Texas law.

5. This court has jurisdiction of this suit because [[**name of gestational mother**]/Petitioners] [has/have] resided in Texas for the ninety days preceding the date this petition was filed.

Include 6. if one or both of the intended parents is female.

6. A copy of written documentation from [**name of medical doctor providing evidence**] stating that [**name of intended mother**] is unable to carry a pregnancy to term and deliver the child [**include if applicable:** without unreasonable risk to her physical or mental health or the health of the child] is attached to this petition as Exhibit [**exhibit number/letter**] and incorporated in it by reference. [**Repeat for second intended mother if each intended parent is female.**]

Include 7. only if one or both of the intended parents is providing genetic material.

7. Petitioners request that a home study for Petitioners be waived for good cause because [[**name of intended parent**] is the genetic father of the child and the egg[s] [is/are] from a donor/[**name of intended parent**] is the genetic mother of the child and the sperm is from a donor/[**name of intended parent**] is the genetic father of the child and [**name of intended parent**] is the genetic mother of the child].

8. Each party to the agreement has voluntarily entered into the agreement and understands its terms.

9. [Name of gestational mother] has had at least one previous pregnancy and delivery, and carrying another pregnancy to term and giving birth to another child will not pose an unreasonable risk to her physical or mental health or to the health of the child.

10. The parties have adequately provided for which party is responsible for all reasonable health-care expenses associated with the pregnancy, including providing for who is responsible for those expenses if the gestational agreement is terminated.

11. Petitioners request an order declaring them to be the parents of the child and ordering that Petitioners be named as the parents on the child's birth certificate and other forms and documents.

12. Petitioners request an order that hospital policy be followed with regard to wristbands, that Petitioners be designated to receive wristbands identifying them as parents of the child, and that [name of gestational mother] not be issued such a wristband unless medically necessary for the child's welfare.

13. Petitioners request that the Court order [name of gestational mother] to immediately surrender the child to them following birth of the child.

Petitioners pray that citation and notice be issued to all persons as required by law. Petitioners pray the Court grant an order validating the gestational agreement and issue orders in accordance with the allegations in this petition. Petitioners pray for general relief.

[Name]

Attorney for Petitioners

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach copies of the agreement and the doctor's documentation as exhibits.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 54-22

The waiver of service, to be valid, must be executed *after* the suit is filed. The waiver must be sworn to before a proper officer *other than an attorney in the case* unless the party executing the waiver is incarcerated; in that situation, an unsworn declaration under [Tex. Civ. Prac. & Rem. Code § 132.001](#) may be used. The party executing the waiver may not sign using a digitized signature. [Tex. Fam. Code § 102.0091](#). Concerning conversion of this form to an unsworn declaration for an incarcerated respondent, see form [8-27](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Waiver of Service

[Name of gestational mother/name of gestational mother's spouse] appeared in person before me today and stated under oath:

“I, **[name]**, am the [gestational mother/spouse of the gestational mother] in the gestational agreement in this case. My mailing address is: **[address, city, state, zip]**.

“I acknowledge that I have been provided a copy of the Petition to Validate Gestational Agreement filed in this case. I have read and understand the contents of that document.

“I enter my appearance in this case for all purposes and waive the issuance, service, and return of citation on me. I waive the making of a record of testimony in this case and agree that this case may be taken up and considered by the Court without further notice to me.

“I agree that the case may be decided by the presiding Judge of the Court or by a duly appointed Associate Judge of the Court.”

**[Name of gestational mother/name of
gestational mother's spouse]**

SIGNED under oath 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.

Form 54-23

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Validating Gestational Agreement

On **[date]** the Court heard the Petition to Validate Gestational Agreement.

Appearances

Petitioners, **[names of intended parents]**, appeared in person and through attorney of record, **[name]**.

[Name of gestational mother] **[include if applicable: and [name of gestational mother's spouse]]** **[appeared in person/waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear]**.

Jurisdiction

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All questions of fact and of law were submitted to the Court. All persons entitled to citation were properly cited.

Record

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

Findings

The Court finds that the gestational agreement on file in this case complies with the requirements of chapter 160, subchapter I, of the Texas Family Code. The Court further finds that **[name of intended parent]** [will be the mother/is the genetic mother/will be the father/is the genetic father] of the child to be born under the gestational agreement and that **[name of intended parent]** [will be the father/is the genetic father/will be the mother/is the genetic mother] of the child to be born under the gestational agreement.

The Court finds that **[name of gestational mother]**, the gestational mother, is not the mother of the child and that there is and will be no parent-child relationship between her and the child to be born under the gestational agreement. The Court finds that **[name of gestational mother]** has had at least one previous pregnancy and delivery and that carrying another pregnancy to term and giving birth to another child will not pose an unreasonable risk to her physical or mental health or to the health of the child.

Include the following if applicable.

The Court finds that **[name of gestational mother's spouse]**, the spouse of the gestational mother, is not a parent of the child and that there is and will be no parent-child relationship between **[name of gestational mother's spouse]** and the child to be born under the gestational agreement.

Continue with the following.

Voluntary Agreement

The Court finds that the gestational agreement was entered into voluntarily by and between the parties and that they understand the terms.

Home Study

Select one of the following.

The Court finds that there is a home study on file for Petitioners, who are the intended parents, and that they meet the standards of fitness applicable to adoptive parents.

Or

The Court finds that good cause exists to waive the requirements for a home study of Petitioners.

Include the following if one or both of the intended parents is female.

Medical Evidence

The Court finds that there is sufficient evidence that **[name of intended mother]** cannot carry a pregnancy to term and deliver the child **[include if applicable: without unreasonable risk to her physical or mental health or the health of the child].** **[Repeat for second intended parent if each intended parent is female.]**

Continue with the following.

Health-Care Expenses

The Court finds that the gestational agreement adequately provides which party is to be responsible for all reasonable health-care expenses associated with the pregnancy, including provisions for who is responsible if the agreement is terminated.

Validation of Gestational Agreement

Based on the evidence presented, IT IS THEREFORE ORDERED that the gestational agreement entered into between **[names of intended parents]** and **[name of gestational**

mother]/[**names of gestational mother and her spouse**] is valid and that [**names of intended parents**] will be the parents of the child born under the agreement.

IT IS FURTHER ORDERED that [**names of intended parents**] shall be named as the parents of the child on the birth certificate of the child and on all forms and other documents to be completed by the hospital or place of delivery of the child.

IT IS FURTHER ORDERED that hospital policy shall be followed regarding wristbands. IT IS FURTHER ORDERED that [**names of intended parents**] shall be designated by the hospital as the people to be issued wristbands identifying them as parents of the child and that [**name of gestational mother**] shall not receive such a wristband unless it is medically necessary for the child's welfare.

IT IS FURTHER ORDERED that [**name of gestational mother**] shall immediately surrender the child to [**names of intended parents**] following birth of the child.

File Sealed

IT IS ORDERED that the clerk of this Court shall seal the file and the minutes of this Court in connection with this case.

SIGNED on _____.

JUDGE PRESIDING

APPROVED

[Name]

Attorney for Petitioners

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name of gestational mother]

Include the following if applicable.

[Name of gestational mother's spouse]

Form 54-24

After the birth of the child, the style of the case should be changed to “In the Interest of **[name of child]**, a Child.”

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Notice of Birth

Petitioners, **[names of intended parents]**, file this Notice of Birth.

Petitioners are the intended parents in a gestational agreement. In the Order Validating Gestational Agreement signed by the Court on **[date]**, Petitioners were declared to be the parents of the child born under that agreement.

The child the subject of the suit was born on **[date of birth]**.

Name of child:

Sex of child:

Time of birth:

Place of birth: **[city, county, state]**

[Name]

Attorney for Petitioners

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Form 54-25

After the birth of the child, the style of the case should be changed to “In the Interest of [name of child], a Child.”

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Confirming Parentage under Validated Gestational Agreement

On [date] the Court signed an Order Validating Gestational Agreement in this case.

The Court has received a Notice of Birth of the child born under the gestational agreement. The child is a [male/female] child named [name of child] and was born on [date] at [time] in [city, county, state].

The Court confirms that [names of intended parents], Petitioners, are the parents of [name of child]. The Court further confirms all other findings in the Order Validating Gestational Agreement, which is incorporated herein for all purposes.

Include the following if applicable.

IT IS ORDERED that [name of gestational mother] surrender [name of child] to Petitioners. [Specify requirements for surrender.]

Continue with the following.

IT IS ORDERED that the vital statistics unit shall issue a birth certificate naming Petitioners, [names of intended parents], as the parents of [name of child].

IT IS FURTHER ORDERED that the clerk of this Court shall transmit to the vital statistics unit at Austin, Texas, a certified copy of this order and shall seal all papers and records in this case, including the minutes of the Court.

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Form 54-26**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Request for Certified Copy
[Gestational Agreement]

Request is hereby made of the Judge of the [number] Court of [county] County, Texas, to retain a certified copy of the [Order Validating Gestational Agreement/Order Confirming Parentage under Validated Gestational Agreement] in this case.

Reason for request: A certified copy of the order is necessary as proof of the parentage of the child.

[Name of attorney]

The District Clerk of [county] County, Texas, is hereby directed to furnish [name of attorney] or [name of attorney]'s agent with a certified copy of the [Order Validating Gestational Agreement/Order Confirming Parentage under Validated Gestational Agreement] in this case.

SIGNED on _____.

JUDGE PRESIDING

Requester: [name of attorney]

[Address]

[Telephone]

Chapter 55

International SAPCR Issues

Form 55-1	Original Petition in Suit Affecting the Parent-Child Relationship Seeking Prevention of International Parental Child Abduction	531
Form 55-2	Order in Suit Affecting the Parent-Child Relationship Seeking Prevention of International Parental Child Abduction	549
<i>[Forms 55-3 through 55-10 are reserved for expansion.]</i>		
Form 55-11	Petition for Registration of Foreign Order of Adoption.	572
Form 55-12	Order Recognizing Foreign Order of Adoption and Granting Change of Name	575

Form 55-1

The risk of international parental abduction of a child may be an issue in the context of a divorce suit or other suit affecting the parent-child relationship. If so, the salient pleadings from this petition may be included in the petitions contained in this manual as forms [3-1](#) (divorce), [40-1](#) (original suit affecting the parent-child relationship), and [41-1](#) (modification of Texas order) or other appropriate petition. The following petition is appropriate if the court is being requested to deal solely with the issue of international parental abduction.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition in Suit Affecting the Parent-Child Relationship Seeking Prevention of International Parental Child Abduction

1. *Discovery Level*
TRCP 190.1

1. Discovery Level

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form [5-1](#).]**

Include 2 . if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
§ 201.005

2. Objection to Assignment of Case to Associate Judge

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. Parties

§ 102.008(b)(3); TCPRC

§ 30.014

3. Parties

This suit is brought by [name of petitioner], Petitioner. [The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

Respondent is [name of respondent].

Select [3.A.](#) or [3.B.](#)

3.A. Petitioner Not Related to Child[ren]

Petitioner is not related to the child[ren] the subject of this suit.

3.B. Petitioner's Relationship to Child[ren]

Petitioner is the [relationship] of the child[ren] the subject of this suit.

Continue with [3.C.](#)

3.C. Petitioner's Interest in Child[ren]

§§ 102.003, 102.004, 154.303

Petitioner has standing to bring this suit in that [state facts that bring petitioner within Tex. Fam. Code §§ 102.003, 102.004, and/or 154.303].

4. Jurisdiction

§§ 102.002, 102.008(b)(1),
155.001, 155.101

4. Jurisdiction

No court has continuing jurisdiction of this suit or of the child[ren] the
subject of this suit.

5. Child[ren]

§ 102.008(b)(2)

5. Child[ren]

The following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

County of residence:

Repeat above information for each additional child.

6. Person[s] Entitled to Citation

§ 102.009

6. Person[s] Entitled to Citation

If the parents are of the same sex, amend 6.A.
and 6.B. as appropriate.

Do not include 6.A. if the mother is the petitioner.

6.A. Mother

§ 102.008(b)(4)

The mother of the child[ren] the subject of this suit is [name of mother].

- *Service*
§ 102.009(a)(7)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable:** at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Continue with the following if applicable. Do not include 6.B. if the father is the petitioner.

6.B. Father
§ 102.008(b)(4)

The father of the child[ren] the subject of this suit is [name of father].
[Include if applicable: [Name of father]'s paternity is evidenced by an unrescinded and uncontested acknowledgment of paternity of the child[ren] filed with the vital statistics unit on [date].]

- *Service*
§ 102.009(a)(7)

Select one of the following.

1. *Personal*

Process should be served [**include if applicable:** at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Continue with the following, selecting 6.C.1. or 6.C.2.

6.C. Court-Ordered Relationships

6.C.1. *None Existing*

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the child[ren] the subject of this suit.

6.C.2. *Court-Ordered Relationships*
§ 102.008(b)(5), (6), (7)

Persons having a court-ordered relationship with the child[ren] the subject of this suit are:

Name:

Relationship:

• *Service*
§ 102.009

If 6.C.2. is used, select one of the following.

1. *Personal*

Process should be served [include if applicable: at [address, city, state, zip code]].

2. *Waiver*

No service is necessary at this time.

3. *Substituted*
§ 102.010

Citation by publication or other substituted service is necessary for the reasons stated in the affidavit attached as Exhibit [exhibit number/letter].

Repeat 6.C.2. for each additional person having a court-ordered relationship with the child(ren).

If appropriate, include provisions for service on a man who has filed a notice of intent to claim paternity and/or on the Department of Family and Protective Services as required by Tex. Fam. Code § 102.009(a)(9), (10).

Include 6.D. if any party resides outside Texas.

6.D. *UCCJEA Information*
§ 152.209

Information required by section 152.209 of the Texas Family Code is provided in the affidavit attached as Exhibit [exhibit number/letter].

7. *Nonresident Entitled to Citation*
§ 102.011

7. *Nonresident Entitled to Citation*

[Name of nonresident], named above, is a nonresident of Texas.

Select one or more of 7.A.–7.H.

7.A. *Child[ren] Reside[s] in Texas*
§ 102.011(b)(3)

The child[ren] the subject of this suit reside[s] in Texas as a result of the acts or directives of the nonresident person.

7.B. *Former Resident*
§ 102.011(b)(4)

The nonresident person has resided in Texas with the child[ren] the subject of this suit.

7.C. Payment of Prenatal Expenses or Support
§ 102.011(b)(5)

The nonresident person has resided in Texas and provided prenatal expenses or support for the child[ren] the subject of this suit.

7.D. In-State Intercourse
§ 102.011(b)(6)

The nonresident person engaged in sexual intercourse in Texas, and the child[ren] the subject of this suit may have been conceived by that act of intercourse.

7.E. Personal Service of Citation
§ 102.011(b)(1)

The nonresident person was or will be personally served with citation in Texas.

7.F. Submission to Jurisdiction
§ 102.011(b)(2)

The nonresident person has submitted or will submit to the jurisdiction of Texas by consent, by entering a general appearance, or by filing a responsive document having the effect of waiving any contest to personal jurisdiction.

7.G. Paternity Registry/AOP
§ 102.011(b)(7)

The nonresident person [registered with the paternity registry maintained by the vital statistics unit/signed an acknowledgment of paternity of a child born in Texas who is the subject of this suit] as provided by chapter 160 of the Texas Family Code.

**7.H. Other Long-Arm
Jurisdiction Facts**
§ 102.011(b)(8)

State other facts required for long-arm jurisdiction.

Repeat for each additional nonresident.

8. Property
§ 102.008(b)(9)

8. Property

8.A. No Property

No property of consequence is owned or possessed by the child[ren] the subject of this suit.

Or

8.B. Property

The following property is owned or possessed by the child[ren] the subject of this suit and is valued as stated: [**describe and state value of property for each child**].

9. Protective Order Statement
§ 102.008(b)(11)

9. Protective Order Statement

Select **9.A.** if no order is in effect and no application is pending. Include **9.B.** if one or more orders are in effect. Include **9.C.** if one or more applications are pending.

**9.A. No Order or Pending
Application**

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code

of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

9.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

9.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

10. Potential Risk of International Abduction
§§ 153.501–.502

10. Potential Risk of International Parental Abduction of Child[ren]

Select as applicable.

Respondent has taken, enticed away, kept, withheld, or concealed the child[ren] in violation of Petitioner's right of possession of or access to the child[ren].

And/Or

Respondent has previously threatened to take, entice away, keep, withhold, or conceal the child[ren] in violation of Petitioner's right of possession of or access to the child[ren].

And/Or

Respondent lacks financial reason to stay in the United States and is [financially independent/able to work outside the United States/unemployed].

And/Or

Respondent has recently engaged in planning activities that could facilitate the removal of the child[ren] from the United States by Respondent parent, including [**include as applicable:** quitting a job/selling a primary residence/terminating a lease/closing bank accounts/liquidating assets/hiding or destroying documents/applying for a passport or visa or obtaining other travel documents for [Respondent/the child[ren]/Respondent and the child[ren]]/applying to obtain the child[ren]'s birth certificate[s] or school or medical records].

And/Or

Respondent has a history of domestic violence.

And/Or

Respondent has a criminal history or a history of violating court orders.

And/Or

Respondent has strong familial, emotional, or cultural ties to another country, [name of foreign country] [include if applicable: , which is not a signatory to or compliant with the Hague Convention on the Civil Aspects of International Child Abduction].

And/Or

Respondent lacks strong ties to the United States.

And/Or

Respondent is undergoing a change in status with the United States Immigration and Naturalization Service that would adversely affect Respondent's ability to legally remain in the United States.

And/Or

Respondent's application for United States citizenship has been denied by the United States Immigration and Naturalization Service.

And/Or

Respondent has forged or presented misleading or false evidence to obtain a visa, a passport, a Social Security card, or another identification card or has made a misrepresentation to the United States government.

And/Or

The foreign country to which Respondent has ties—

Select as applicable.

- a. presents obstacles to the recovery and return of a child who is abducted to the country from the United States;

And/Or

- b. has no legal mechanisms for immediately and effectively enforcing an order regarding the possession of or access to the child issued by Texas;

And/Or

- c. has local laws or practices that would [**include as applicable:** enable Respondent to prevent Petitioner from contacting the child[ren] without due cause/restrict Petitioner from freely traveling to or exiting from the country because of Petitioner's gender, nationality, or religion/restrict the child[ren]'s ability to legally leave the country after the child[ren] reach[es] the age of majority because of the child[ren]'s gender, nationality, or religion];

And/Or

- d. is included by the United States Department of State on a list of state sponsors of terrorism;

And/Or

- e. is a country for which the United States Department of State has issued a travel warning to United States citizens regarding travel to the country;

And/Or

- f. does not have an embassy of the United States in the country;

And/Or

- g. is engaged in active military action or war;

And/Or

- h. is not a party to and compliant with the Hague Convention on the Civil Aspects of International Child Abduction according to the most recent report on compliance issued by the United States Department of State;

And/Or

- i. does not provide for the extradition of a parental abductor and the return of the child to the United States;

And/Or

- j. poses a risk that the child's physical health or safety would be endangered in **[name of foreign country]** because of **[include as applicable: specific circumstances relating to the child/ human rights violations committed against children, including [include as applicable: arranged marriages/lack of freedom of religion/child labor/lack of child abuse laws/female genital mutilation/slavery]]**.

11. Requested Relief
§ 153.503

11. Requested Relief

Select as applicable.

Petitioner requests that the Court appoint Petitioner as the child[ren]'s sole managing conservator and require supervised visitation of Respondent by a visitation center or independent organization until the Court finds under section 153.501 of the Texas Family Code that supervised visitation is no longer necessary.

And/Or

Petitioner requests that the Court enjoin Respondent or any person acting on Respondent's behalf from disrupting or removing the child[ren] from the school or child care facility in which the child[ren] [is/are] enrolled or approaching the child[ren] at any location other than a site designated for supervised visitation.

And/Or

Petitioner requests that the Court order passport and travel controls, including controls that [**include as applicable:** prohibit Respondent and any person acting on Respondent's behalf from removing the child[ren] from Texas or the United States/require Respondent to surrender any passport issued in the child[ren]'s name[s], including any passport issued in the name of both Respondent and the child[ren]/prohibit Respondent from applying on behalf of the child[ren] for a new or replacement passport or international travel visa].

And/Or

Petitioner requests that the Court require Respondent to provide—

- a. to the United States Department of State's Office of Children's Issues and the relevant foreign consulate or embassy, written notice of the court-ordered passport and travel restrictions for the child[ren] and a properly authenticated copy of the court order detailing the restrictions and documentation of Respondent's agreement to the restrictions; and

- b. to the Court, proof of receipt of the required written notice by the United States Department of State's Office of Children's Issues and the relevant foreign consulate or embassy.

And/Or

Petitioner requests that the Court order Respondent to execute a bond or deposit security in an amount sufficient to offset the cost of recovering the child[ren] if the child[ren] [is/are] abducted by Respondent to a foreign country.

And/Or

Petitioner requests that the Court authorize the appropriate law enforcement agencies to take measures to prevent the abduction of the child[ren] by Respondent.

And/Or

Petitioner requests that the Court include in its order provisions identifying the United States as the country of habitual residence of the child[ren], defining the basis for the Court's exercise of jurisdiction, and stating that Respondent's violation of the order may subject Respondent to a civil penalty or a criminal penalty or to both civil and criminal penalties.

12. Ad Litem/Amicus

12. Appointment of [Ad Litem[s]/Amicus Attorney]

12.A. Child[ren]

§§ 107.001, 107.021

12.A.1. Guardian Ad Litem

Petitioner requests the Court to appoint a guardian ad litem to represent the best interests of the child[ren] the subject of this suit.

Or

12.A.2. *Attorney Ad Litem*

Petitioner requests the Court to appoint an attorney ad litem to provide legal services for the child[ren].

Or

12.A.3. *Amicus Attorney*

Petitioner requests the Court to appoint an amicus attorney to provide legal services necessary to assist the Court in protecting the best interests of the child[ren].

And/Or

12.B. Service by Publication
TRCP 244

One or more persons entitled to citation must be cited by publication, and Petitioner requests the Court to appoint an attorney ad litem for any party so cited who may default or fail to appear.

**13. Attorney's Fees, Expenses,
Costs, and Interest**
§§ 106.001, 106.002

13. Request for Attorney's Fees, Expenses, Costs, and Interest

It was necessary for Petitioner to secure the services of [name of attorney], a licensed attorney, to preserve and protect the child[ren]'s rights. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Respondent and be ordered paid directly to Petitioner's attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

14. Prayer

14. Prayer

• *Required in All Petitions*

Petitioner prays that citation and notice issue as required by law and that the Court enter its orders in accordance with the allegations contained in this petition.

Include the following if applicable.

• *Attorney's Fees, Expenses, Costs, and Interest*

Petitioner prays for attorney's fees, expenses, costs, and interest as requested above.

Continue with the following.

• *Required in All Petitions*

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach any affidavits, statements, or exhibits as required by the pleadings.

For affidavit for citation by publication, see the relevant portion of form [40-2](#); for affidavit for citation by other substituted service, see form [8-23](#).

For affidavit providing information required under the UCCJEA, see form [56-1](#).

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 55-2

The risk of international parental abduction of a child may be an issue in the context of a divorce suit or other suit affecting the parent-child relationship. If so, the salient provisions from this order may be included in the temporary and final orders contained in this manual as forms 4-3 and 23-1 (divorce), 40-5 and 40-6 (original suit affecting the parent-child relationship), and 41-9 and 41-10 (modification of Texas orders) or other appropriate orders if the court finds that it is necessary under section 153.501 of the Texas Family Code to take measures to protect a child from international parental abduction. The following order is appropriate if the court is dealing solely with the issue of international parental abduction.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order in Suit Affecting the Parent-Child Relationship Seeking
Prevention of International Parental Child Abduction**

1. Date of Hearing

On **[date]** the Court heard this case.

2. Appearances

Appearances

2.A. Petitioner**1. In Person and by Attorney**

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

Or

2. Agreement

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.

2.B. Respondent

Respondent, **[name of respondent]**,

Select one of the following.

1. *In Person*

appeared in person and announced ready for trial.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Agreement*

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

7. *Did Not Appear (Default after Appearance)*

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

2.C. Ad Litem/Amicus**2.C.1. Ad Litem for Child[ren]**

Also appearing was [name], appointed by the Court as [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.]

Or

2.C.2. Amicus

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.]

And/Or

**2.C.3. Ad Litem for Parties Cited
by Publication or Other
Substituted Service**

Tex. R. Civ. P. 244 requires that a statement of evidence, approved and signed by the judge, be filed as a part of the record. See form 23-4. Tex. Fam. Code § 102.010 similarly requires a statement of the evidence of service.

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

2.D. Other Parties

Other parties appearing were [name[s] and relationship[s] to child[ren]]. **[Include if applicable:** [Name[s]] [has/have] agreed to the terms of this order, as evidenced by the signature[s] below.]

3. Jurisdiction
§ 153.503(8)(B)

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties [**set forth basis for the court's exercise of jurisdiction**]. The Court further finds that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

4. Jury

Jury

4.A. Waived

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

Or

4.B. Selected

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

5. Record

Record

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

6. Child[ren]*Child[ren]*

The Court finds that the following child[ren] [is/are] the subject of this suit:

Name:

Sex:

Birth date:

Home state:

Social Security number:

Driver's license number and issuing state:

Repeat above information for each additional child.

7. Court's Findings*Findings***7.A. Habitual Residence***§ 153.503(8)(A)*

The Court finds that the United States is the country of habitual residence of [name[s] of child[ren]].

7.B. Risk of International Abduction*§§ 153.501–.502*

The Court finds that credible evidence has been presented that there is a potential risk of the international abduction of [name[s] of child[ren]] by Respondent. The Court further finds that:

Select as applicable.

Respondent has taken, enticed away, kept, withheld, or concealed the child[ren] in violation of Petitioner's right of possession of or access to the child[ren].

And/Or

Respondent has previously threatened to take, entice away, keep, withhold, or conceal the child[ren] in violation of Petitioner's right of possession of or access to the child[ren].

And/Or

Respondent lacks financial reason to stay in the United States and is [financially independent/able to work outside the United States/unemployed].

And/Or

Respondent has recently engaged in planning activities that could facilitate the removal of the child[ren] from the United States by Respondent, including [**include as applicable:** quitting a job/selling a primary residence/terminating a lease/closing bank accounts/liquidating assets/hiding or destroying documents/applying for a passport or visa or obtaining other travel documents for [Respondent/the child[ren]/Respondent and the child[ren]]/applying to obtain the child[ren]'s birth certificate[s] or school or medical records].

And/Or

Respondent has a history of domestic violence.

And/Or

Respondent has a criminal history or a history of violating court orders.

And/Or

Respondent has strong familial, emotional, or cultural ties to another country, **[name of foreign country]** **[include if applicable: , which is not a signatory to or compliant with the Hague Convention on the Civil Aspects of International Child Abduction]**.

And/Or

Respondent lacks strong ties to the United States.

And/Or

Respondent is undergoing a change in status with the United States Immigration and Naturalization Service that would adversely affect Respondent's ability to legally remain in the United States.

And/Or

Respondent's application for United States citizenship has been denied by the United States Immigration and Naturalization Service.

And/Or

Respondent has forged or presented misleading or false evidence to obtain a visa, a passport, a Social Security card, or another identification card or has made a misrepresentation to the United States government.

And/Or

Respondent has ties to **[name of foreign country]**.

Select as applicable.

- a. **[Name of foreign country]** presents obstacles to the recovery and return of a child who is abducted to the country from the United States.

And/Or

- b. **[Name of foreign country]** has no legal mechanisms for immediately and effectively enforcing an order regarding the possession of or access to the child issued by Texas.

And/Or

- c. **[Name of foreign country]** has local laws or practices that would **[include as applicable: enable Respondent to prevent Petitioner from contacting the child[ren] without due cause/ restrict Petitioner from freely traveling to or exiting from the country because of Petitioner's gender, nationality, or religion/restrict the child[ren]'s ability to legally leave the country after the child[ren] reach[es] the age of majority because of the child[ren]'s gender, nationality, or religion]**.

And/Or

- d. **[Name of foreign country]** is included by the United States Department of State on a list of state sponsors of terrorism.

And/Or

- e. **[Name of foreign country]** is a country for which the United States Department of State has issued a travel warning to United States citizens regarding travel to the country.

And/Or

- f. **[Name of foreign country]** does not have an embassy of the United States in the country.

And/Or

- g. **[Name of foreign country]** is engaged in active military action or war.

And/Or

- h. **[Name of foreign country]** is not a party to and compliant with the Hague Convention on the Civil Aspects of International Child Abduction according to the most recent report on compliance issued by the United States Department of State.

And/Or

- i. **[Name of foreign country]** does not provide for the extradition of a parental abductor and the return of the child to the United States.

And/Or

- j. **[Name of foreign country]** poses a risk that the child's physical health or safety would be endangered in **[name of foreign country]** because of **[include as applicable: specific circumstances relating to the child/human rights violations committed against children, including [include as applicable: arranged marriages/lack of freedom of religion/child labor/lack of child abuse laws/female genital mutilation/slavery]]**.

Include 8.–11. as applicable.

8. Conservatorship
§ 153.503(1)

Conservatorship

IT IS THEREFORE ORDERED that [name of petitioner] is appointed
as the sole managing conservator of [name[s] of child[ren]].

9. Passport and Travel Controls
§ 153.503(4), (5);
22 CFR § 51.28

Passport and Travel Controls

IT IS ORDERED that [name of petitioner] is the sole person authorized
to apply for [a] passport[s] for the child[ren], [name[s] of child[ren]]. If [name
of petitioner] applies for a passport for the child[ren], [name of petitioner] is
ORDERED to notify the other conservator[s] of that fact no later than [num-
ber] days after the application.

Select as applicable.

IT IS ORDERED that [name of respondent] and any person acting on
behalf of [name of respondent] is prohibited from removing [name[s] of
child[ren]] from Texas or the United States. IT IS FURTHER ORDERED that
[name of respondent] shall surrender any passport issued in the name[s] of
[name[s] of child[ren]], including any passport issued to [name of respondent]
and [name[s] of child[ren]], to [name of petitioner] on the date that this order is
signed by the Court. IT IS FURTHER ORDERED that [name of respondent] is
prohibited from applying on behalf of [name[s] of child[ren]] for a new or
replacement passport or international travel visa.

And/Or

IT IS ORDERED that [name of respondent] shall provide to the United States Department of State's Office of Children's Issues and [name of foreign country]'s consulate or embassy written notice of the court-ordered passport and travel restrictions for [name[s] of child[ren]] and a properly authenticated copy of this order and [name of respondent]'s agreement thereto. IT IS FURTHER ORDERED that [name of respondent] shall provide to the Court proof of receipt of this written notice by the United States Department of State's Office of Children's Issues and [name of foreign country]'s consulate or embassy.

And/Or

IT IS ORDERED that [name of respondent] shall execute a bond or security in the amount of [number] dollars (\$[amount]) to offset the cost of recovering [name[s] of child[ren]] if [name[s] of child[ren]] [is/are] abducted by [name of respondent] to a foreign country.

And/Or

IT IS ORDERED that [name[s] of law enforcement [agency/agencies]] are authorized to take the following measures to prevent [name of respondent] from abducting [name[s] of child[ren]]: [list authorized measures].

**10. Possession and Access—
Supervised Visitation**
§ 153.503(2)

Possession and Access

IT IS FURTHER ORDERED that [name of respondent]'s visitation with the child[ren] 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]].

11. Permanent Injunctions

§ 153.503(3)

Injunctive Relief

The Court finds that, because of the conduct of [name of respondent], 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 of respondent]; 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 that [name of respondent] is permanently enjoined from:

Select as applicable.

Disrupting or removing [name[s] of child[ren]] from the school or child care facility in which [name[s] of child[ren]] [is/are] enrolled.

And/Or

Approaching [name[s] of child[ren]] at any location other than a site designated for supervised visitation.

- *Service of Writ*
TRCP 689

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

12. Information Regarding Parties

§ 105.006(a)

Required Information

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

If the court finds that requiring a party to give certain items of this information to another party is likely to cause the child or a conservator harassment, abuse, serious harm, or injury, or to subject the child or a conservator to family violence, as defined by [Tex. Fam. Code § 71.004](#), the court may make any orders it considers necessary regarding the information. [Tex. Fam. Code § 105.006\(c\)](#), information regarding the child appears in 6. rather than here, because the child is not a party.

Name: **[name of petitioner]**

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 respondent**]

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:

Repeat as needed for other parties.

13. Required Notices

§§ 105.006(e), (e–1), 105.007

Required Notices

Include the following four paragraphs of 13. unless an exception exists under [Tex. Fam. Code § 105.006\(c\)](#).

[Tex. Fam. Code § 105.007\(c\)](#) provides for waiver of the requirement of notice of change of information on motion by a party if the court finds the giving of notice would be likely to expose the child or the party to harassment, abuse, serious harm, or injury. See also [Tex. Fam. Code § 105.006\(c\)](#).

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 PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice 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.

Include the following paragraph in all orders.

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.

14. Warnings to Parties

§§ 105.006(d), 153.503(8)(C)

Warnings

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.

Include the following in all orders that contain any of the foregoing provisions under Tex. Fam. Code §§ 153.501–.503 .

WARNING

[Name of respondent]'S VIOLATION OF THIS ORDER MAY SUBJECT [name of respondent] TO A CIVIL OR A CRIMINAL PENALTY OR TO BOTH CIVIL AND CRIMINAL PENALTIES.

15. Attorney's Fees and Ad Litem Fees*Attorney's [and Ad Litem] Fees***15.A. Petitioner's Attorney**

IT IS ORDERED that good cause exists to award **[name of attorney]** judgment in the amount of **[number]** dollars (\$**[amount]**) for reasonable attorney's fees, expenses, and costs incurred by **[name of party]**, with interest at **[percent]** percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against **[name of respondent]**, Respondent. Respondent 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.

- *Attorney's Fees on Appeal*

IT IS FURTHER ORDERED that **[name]** is awarded a judgment of **[number]** dollars (\$**[amount]**) against **[name]** for attorney's fees on appeal for the benefit of **[his/her]** attorney, **[name]**. The judgment shall bear interest at **[percent]** percent per year compounded annually from the date the award is made final by the appropriate appellate court's judgment, for which let execution issue.

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

Following are some of the levels of attorney's fees that may be included in the appellate process. For a more complete listing that should be considered in proving up appellate attorney's fees, see the practice notes at section [20.23](#).

IT IS ORDERED that **[name]** shall be entitled to a remittitur of **[number]** dollars (\$**[amount]**) if a petition for review is granted by the Supreme Court of Texas but oral argument is not granted.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if briefing on the merits is not requested by the Supreme Court of Texas.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if a responsive brief to the petition for review is not requested by the Supreme Court of Texas.

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

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if there is no oral argument in the court of appeals.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if an appellate brief is not filed with the court of appeals.

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

Continue with the following if applicable.

**15.B. Ad Litem/Amicus for
Child[ren]**

The Court finds that **[name of attorney or professional]** has satisfactorily discharged all of [his/her] duties and obligations under chapter 107 of the Texas Family Code, and IT IS ORDERED that [he/she] is hereby discharged and relieved of any further rights, duties, and responsibilities in this case. IT IS FURTHER ORDERED that **[name of attorney or professional]** is awarded **[number]** dollars (\$**[amount]**) as [legal/professional] fees for services rendered as [guardian ad litem/attorney ad litem/amicus attorney]. **[Include if applicable:** The Court finds that the fees are necessities for the benefit of the child[ren].] These fees are taxed as costs, and **[name]**, [Petitioner/Respondent], is ORDERED to pay the fees to **[name of attorney or professional]** by cash, cashier's check, or money order on or before **[date]**. **[Name of attorney or professional]** may enforce this order for fees in [his/her] own name.

And/Or

15.C. Ad Litem for Absent Party

IT IS ORDERED that **[name of attorney]** is awarded **[number]** dollars (\$**[amount]**) as attorney's fees for legal services rendered for **[name of absent party]**, who received process by substituted service but did not otherwise appear. These fees are taxed as costs, and **[name]**, [Petitioner/Respondent], is ORDERED to pay the fees to **[name of attorney]** by cash, cashier's check, or money order on or before **[date]**. **[Name of attorney]** may enforce this order for fees in [his/her] own name.

Repeat for each additional attorney ad litem as needed.

16. Costs

TCPRC § 31.007

Costs

Select [16.A.](#), [16.B.](#), [16.C.](#), or [16.D.](#)

16.A. One Party Due—No Judgment

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

16.B. One Party Due—Judgment

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

16.C. Party Incurring

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

16.D. Half to Each Party

IT IS ORDERED 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.

17. Relief Not Granted

- *Required in All Orders*

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

18. Date of Order*Date of Order*

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING**19. Approvals**

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include the following if applicable.

[Name]
[Guardian Ad Litem/Attorney Ad Litem/
Amicus Attorney]
State Bar No.: [if applicable]
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Forms 55-3 through 55-10 are reserved.

Form 55-11

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition for Registration of Foreign Order of Adoption

This Petition for Registration of Foreign Order of Adoption is filed by **[name]** **[include if applicable: and [name]]**, Petitioner[s], whose address is **[address, city, state]**.

[The last three numbers of [Petitioner/[name]]'s driver's license number are **[numbers]**./[Petitioner/[Name]] has not been issued a driver's license.] [The last three numbers of [Petitioner/[name]]'s Social Security number are **[numbers]**./[Petitioner/[Name]] has not been issued a Social Security number.] **[If applicable, repeat statements for second petitioner.]**

1. On **[date]** Petitioner[s] obtained, in a court or governmental body of competent jurisdiction in the country of **[name of foreign country]**, **[a/an]** **[title of foreign adoption order]**. The adoption law and process of **[name of foreign country]** do not violate the fundamental principles of human rights or the laws or public policy of Texas.

2. Petitioner[s] **[has/have]** adopted the child. There is no other parent or person acting as a parent or other entity who has been awarded custody or visitation in the order sought to be registered. There is therefore no person or entity entitled to notice of these proceedings.

3. Petitioner[s] request[s] that the name of the child **[be changed to/remains]** **[full name]** and that the State Registrar of Texas Vital Statistics at Austin, Texas, register the for-

eign order of adoption under chapter 192 of the Texas Health and Safety Code and file a certificate of birth for the child pursuant to section 192.006 of the Health and Safety Code.

Include the following if applicable.

4. Based on the attached affidavit, visa information, and other documentation, Petitioner[s] request[s] the Court to take judicial notice that the child is a United States citizen.

Continue with the following.

Petitioner[s] pray[s] that this Court exercise jurisdiction over this suit; that on final hearing, the Court render judgment declaring that the prior international adoption of this child by Petitioner[s] be given full faith and credit; that the Court confirm the name of the child; [include if applicable: that the Court confirm the recognition of U.S. citizenship of the child;] and for general relief.

[Name]

Attorney for Petitioner[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of an affidavit. See form [8-27](#).

Affidavit

[Name of adoptive parent] appeared in person before me today and stated under oath:

“My name is [name of adoptive parent]. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“I am the adoptive parent of [name of child]. I adopted [name of child] in [name of foreign country] on [date]. I completed the necessary documentation and obtained permission to immigrate my child into the United States.

Include the following if applicable.

“All prerequisites and conditions have been complied with and performed sufficient to render the child a United States citizen.

Continue with the following.

“The attached documents are evidence of the validity of the adoption and include the following:

1. Foreign document establishing the adoption.
2. Amended foreign birth certificate verifying that I am the parent of the child.
3. Documentation of the child’s immigration status.

“No certified copies are available. These are true and correct copies of documents I received from the foreign and U.S. officials.”

Affiant

SIGNED under oath before me on _____.

Notary Public, State of Texas

Repeat for second petitioner if applicable.

Form 55-12

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order Recognizing Foreign Order of Adoption and
Granting Change of Name**

On **[date]** the Court considered the Petition for Registration of Foreign Order of Adoption filed by **[name]** **[include if applicable: and [name]]**, Petitioner[s].

The Court finds that on **[date]**, pursuant to a valid adoption proceeding in **[name of foreign country]**, **[name]** **[include if applicable: and [name]]** adopted the minor child **[name]**, who was born on **[date]**. The Court further finds that the adoption law and process of **[name of foreign country]** do not violate the fundamental principles of human rights or the laws or public policy of Texas.

The Court further finds that all prerequisites of the law have been fully complied with, that the adoption order should be accorded full faith and credit as allowed by Texas law, and that the foreign order of adoption is legally valid and of full force and effect under the laws of the United States of America and of the state of Texas. The Court further finds that based on the evidence presented the child is a citizen of the United States of America.

IT IS THEREFORE ORDERED that the adoption proceedings by which **[name]** **[include if applicable: and [name]]** have adopted the child **[name]** are hereby recognized by this Court as valid and of full force and effect in the state of Texas and that the adoption is hereby approved and accorded the same validity and dignity as though originally granted by this Court.

IT IS FURTHER ORDERED that the name of the child [is changed to/shall remain]
[full name].

IT IS FURTHER ORDERED that the State Registrar of Texas Vital Statistics at Austin, Texas, register the foreign order of adoption under chapter 192 of the Texas Health and Safety Code and file a certificate of birth for the above-named child pursuant to section 192.006 of the Health and Safety Code. [**Include if applicable:** All papers and records in this case, including the minutes of the Court, are ordered sealed.]

SIGNED on _____.

JUDGE PRESIDING

Chapter 56

Miscellaneous SAPCR and Other Child-Related Forms

Form 56-1	Affidavit for UCCJEA Information	579
Form 56-2	Statement of Health Insurance and Dental Insurance Availability	583
<i>[Forms 56-3 and 56-4 are reserved for expansion.]</i>		
Form 56-5	Motion to Order Parties to Attend Parent Education and Family Stabilization Course	587
Form 56-6	Order on Motion to Order Parties to Attend Parent Education and Family Stabilization Course	589
Form 56-7	Motion for Sanctions for Failure to Attend Parent Education and Family Stabilization Course	593
Form 56-8	Order on Motion for Sanctions for Failure to Attend Parent Education and Family Stabilization Course	595
Form 56-9	Motion for Drug Screening	596
Form 56-10	Order on Motion for Drug Screening	598
Form 56-11	Motion Regarding Possession and Transfer of Child’s Passport	600
Form 56-12	Order Regarding Possession and Transfer of Child’s Passport	603
Form 56-13	Notice of Intent for Child to Travel Outside the United States	606
Form 56-14	Consent for Child to Travel Outside the United States	608
Form 56-15	Additional Provisions for Long-Distance Access and Visitation.	610
Form 56-16	Additional Provisions for Religious Holidays	619
Form 56-17	Possession Order [Split Conservatorship]	625
Form 56-18	Information on Suit Affecting the Family Relationship.	641
Form 56-19	Parent-Child Relationship Information Sheet	643
Form 56-20	Motion for Child Custody Evaluation	646
Form 56-21	Response to Motion for Child Custody Evaluation	649
Form 56-22	Objection to Motion for Child Custody Evaluation.	651
Form 56-23	Order on Objection to Motion for Child Custody Evaluation	654
Form 56-24	Order for Child Custody Evaluation	655

CHAPTER CONTENTS

Form 56-25	Motion to Remove Child Custody Evaluator.	664
Form 56-26	Motion of Child Custody Evaluator to Be Removed.	667
Form 56-27	Order Removing Child Custody Evaluator	669

Form 56-1

The affidavit should state the basis for the affiant's personal knowledge of the facts alleged. See the practice notes at section 8.58.

An unsworn declaration may be used in place of an affidavit. See section 8.58 and form 8-27.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Affidavit for UCCJEA Information

[Name of affiant] appeared in person before me today and stated under oath:

“My name is **[name of affiant]**. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“I am the **[Petitioner/Respondent/[other party designation]]** in this case.

Include 1. if applicable.

**1. Request for Nondisclosure of
Identifying Information
§ 152.209(e)**

“DISCLOSURE OF IDENTIFYING INFORMATION WOULD JEOPARDIZE THE HEALTH, SAFETY, OR LIBERTY OF **[name[s] of party and/or child[ren]]**. AFFIANT REQUESTS THAT THE COURT ORDER THAT IDENTIFYING INFORMATION CONCERNING **[name[s]]** BE AND REMAIN SEALED AND THAT THE INFORMATION NOT BE DISCLOSED TO **[name[s] of other party[ies]]** OR TO THE PUBLIC.

2. Child[ren]
§ 152.209(a)

2.A. Present Address

“The child[ren]’s present [address is [address]/whereabouts are
[describe]].

**2.B. Address[es] for Past 5
Years**

“For the past five years immediately preceding the date of this affidavit,
the child[ren] [has/have] lived at the following address[es] with the following
person[s]:

Address[es]:

Person[s] lived with:

From [date] until [date].

“The present address[es] of [name[s] of person[s] listed in above para-
graph] [is/are] [specify].

Repeat the above information as needed.

**3. Participation in Other
Proceeding**
§ 152.209(a)(1)

3.A. No Participation

“I have not participated, as a party or as a witness or in any other capac-
ity, in any other proceeding concerning the custody of or visitation with the
child[ren] in Texas or any other state.

Or

3.B. Participation

“I have participated as a [capacity in which participated, e.g., witness, party] in other proceedings concerning the custody of or visitation with the child[ren] in [Texas/[specify other state]] in [cause number] in [court].

[Include if applicable: A child custody determination was made in that proceeding on [date].]

Repeat the above information as needed.

4. Proceeding Affecting Current Proceeding

§ 152.209(a)(2)

4.A. No Knowledge of Proceeding

“I do not know of any proceeding that could affect this proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

Or

4.B. Knowledge of Proceeding

“The following proceeding could affect the current proceeding: [identify the court, the cause number, and the nature of the proceeding].

5. Nonparty with Custody or Claims

§ 152.209(a)(3)

5.A. No Knowledge of Nonparty

“I do not know of any person not a party to this proceeding who has physical custody of the child[ren] or claims rights of legal custody or physical custody of, or visitation with, the child[ren].

Or

5.B. Knowledge of Nonparty**5.B.1. Nonparty with Physical Custody**

“The following person[s] have physical custody of the child[ren]: **[state the name[s] and address[es] of the person[s]]. [”]**

And/Or

5.B.2. Nonparty with Claims

“The following person[s] claim rights of [legal custody of/physical custody of/visitation with] the child[ren]: **[state the name[s] and address[es] of the person[s]]. [”]**

Repeat paragraph 5.B.2. as needed.

• **Further Information**

If any information in 3., 4., or 5. is in the affirmative, the affiant shall give additional information under oath as required by the court.

[Name of affiant]

SIGNED under oath before me on _____.

 Notary Public, State of Texas

Form 56-2

The following disclosure may be included in the initial pleading or filed separately. See [Tex. Fam. Code §§ 154.181\(b\), 154.1815\(c\)](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Statement of Health Insurance and Dental Insurance Availability

This statement is made by **[name]**, **[party designation]**, in accordance with sections 154.181 and 154.1815 of the Texas Family Code.

1. Child[ren]*1. Child[ren]*

The following child[ren] [is/are] the subject of this suit:

Name:

Birth date:

Social Security number:

Repeat above information for each additional child.

2. Health Insurance Availability*2. Health Insurance Availability*

Select [2.A.](#) or [2.B.](#) Repeat for each child if coverage differs.

2.A. Private Health Insurance in Effect

Private health insurance is in effect for the child[ren], [name[s]].

Name of insurance company:

Policy number:

Party responsible for premium:

Monthly cost of premium:

The insurance coverage [is/is not] provided through a parent's employment.

Or

2.B. Private Health Insurance Not in Effect

Private health insurance is not in effect for the child[ren], [name[s]].

The child[ren] [is/is not/are/are not] receiving Medicaid benefits under chapter 32, Human Resources Code.

The child[ren] [is/is not/are/are not] receiving health benefits coverage under the Children's Health Insurance Program under chapter 62 of the Texas Health and Safety Code. [Include if applicable: The cost of the premium is \$[amount].]

[Name], [mother/father] of the child[ren], [has/does not have] access to private health insurance at reasonable cost to [her/him]. [Name], [father/mother] of the child[ren], [has/does not have] access to private health insurance at reasonable cost to [him/her].

Include the following if applicable.

**2.C. Application for Medicaid or
CHIP**

[Name] has applied for [Medicaid benefits for the child[ren]/coverage for the child[ren] under the Children's Health Insurance Program]. The status of the application is [specify].

Continue with the following.

3. Dental Insurance Availability

3. Dental Insurance Availability

Select 3.A. or 3.B. Repeat for each child if coverage differs.

3.A. Dental Insurance in Effect

Dental insurance is in effect for the child[ren], [name[s]].

Name of insurance company:

Policy number:

Party responsible for premium:

Monthly cost of premium:

The insurance coverage [is/is not] provided through a parent's employment.

Or

**3.B. Dental Insurance Not in
Effect**

Private dental insurance is not in effect for the child[ren], [name[s]].

[**Name**], [mother/father] of the child[ren], [has/does not have] access to dental insurance at reasonable cost to [her/him]. [**Name**], [father/mother] of the child[ren], [has/does not have] access to dental insurance at a reasonable cost to [him/her].

Continue with the following.

Date: _____.

[Name of party completing form]

Forms 56-3 and 56-4 are reserved.

Form 56-5**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Motion to Order Parties to Attend Parent Education
and Family Stabilization Course**

This Motion to Order Parties to Attend Parent Education and Family Stabilization Course is brought by **[name of movant]**, **[party designation]**, who shows in support:

1. This is a suit affecting the parent-child relationship providing for possession of or access to [a/the] child[ren].
2. It would be in the best interest of the child[ren] for the Court to order the parties to attend a parent education and family stabilization course.

Include the following if applicable.

[Name of movant] alleges that there [is/was] a history of family violence in the [marriage/parties' relationship] and requests the Court to enter an order prohibiting the parties from taking the course together.

Continue with the following.

[Name of movant] prays that the Court grant this Motion to Order Parties to Attend Parent Education and Family Stabilization Course.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include a certificate of conference if required by local rules.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 56-6

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order on Motion to Order Parties to Attend Parent Education
and Family Stabilization Course**

On [date] the Court considered the Motion to Order Parties to Attend Parent Education and Family Stabilization Course brought by [name of movant].

The Court finds that it would be in the best interest of the child[ren] for the Court to order the parties to attend a parent education and family stabilization course.

[Name] and [name] are ORDERED to each individually register to attend the next available parent education and family stabilization course with [name of individual or facility] (the “course provider”) at [address and telephone number] on or before [date] and to attend all sessions as directed by the course provider.

If the parties are attending different courses for any reason, adapt the preceding paragraph and repeat it for the second party.

The Court finds that the course provider[s] shall be bound by the guidelines and requirements set forth in section 105.009 of the Texas Family Code and in Exhibit A attached to this order.

Include the following if applicable.

IT IS ORDERED that [name] and [name] are prohibited from taking the course together.

Continue with the following.

On completion of the course, the course provider shall issue a certificate of completion to each participant. 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 the parent education and family stabilization course, [name] and [name] each are ORDERED to file a certificate 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.

SIGNED on _____.

JUDGE PRESIDING

Exhibit A**Guidelines and Requirements for Providers of Parent
Education and Family Stabilization Courses**

A course provider must be a mental health professional who has at least a master's degree with a background in family therapy or parent education or a religious practitioner who performs counseling consistent with the laws of Texas or another person designated as a program counselor by a church or religious institution chosen by the party attending.

The course shall be between four and twelve hours in length and be designed to educate and assist parents with regard to the consequences of divorce on parents and children.

The course must include information on the following issues:

1. the emotional effects of divorce on parents;
2. the emotional and behavioral reactions to divorce by young children and adolescents;
3. parenting issues relating to the concerns and needs of children at different developmental stages;
4. stress indicators in young children and adolescents;
5. conflict management;
6. family stabilization through development of a coparenting relationship;
7. the financial responsibilities of parenting;
8. family violence, spousal abuse, and child abuse and neglect; and
9. the availability of community services and resources.

The course provider may not design the course to provide individual mental health therapy or individual legal advice.

The course provider may provide instruction by personal instruction, videotape instruction, instruction through an electronic medium, or a combination of those methods.

The course provider may not charge more than \$100 per party for attendance at the course.

Information obtained in a course or a statement made by a participant to a suit during a course may not be considered in the adjudication of the suit or in any subsequent legal proceeding. Any report that results from participation in the course may not become a record in the suit unless the parties stipulate to the record in writing.

Form 56-7

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Motion for Sanctions for Failure to Attend Parent Education and
Family Stabilization Course**

This Motion for Sanctions for Failure to Attend Parent Education and Family Stabilization Course is brought by **[name of movant]**, **[party designation]**, who shows in support:

On **[date]** **[name of party violating order]** was ordered to register to attend the next available parent education and family stabilization course with **[name of individual or facility]** at **[address and telephone number]** on or before **[date]** and to attend all scheduled sessions as directed by the course provider.

To the date of filing of this motion, **[name of party violating order]** has not **[specifically state violation]**.

[Name of movant] requests the Court, after notice and hearing, to make such orders with regard to the failure of **[name of party violating order]** to attend the parent education and family stabilization course as are just and right, including the following:

See form 5-92 and Tex. R. Civ. P. 215 regarding appropriate orders.

[Name of movant] prays that the Court grant this motion.

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include a certificate of conference if required by local rules.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of movant]

Form 56-8

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Order on Motion for Sanctions for Failure to Attend Parent
Education and Family Stabilization Course**

On [date] the Court considered the Motion for Sanctions for Failure to Attend Parent Education and Family Stabilization Course brought by [name of movant].

The Court finds that [name of party violating order] violated an order of this Court as follows: [specify violation[s]].

The Court further finds that the following sanctions are appropriate:

See form 5-92 and Tex. R. Civ. P. 215 regarding appropriate orders.

SIGNED on _____.

JUDGE PRESIDING

Form 56-9

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Drug Screening

This Motion for Drug Screening is brought by **[name of movant]**, **[party designation]**,
who shows in support: **[detail the reasons that good cause exists for drug screening]**.

[Name of movant] prays that the Court grant the Motion for Drug Screening.

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 56-10**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Motion for Drug Screening

On **[date]** the Court considered the Motion for Drug Screening of **[name]**, Movant.

The Court finds that **[name of party to be screened]** has abused controlled substances in the past and that spontaneous drug screening of **[name of party to be screened]** is in the best interest of the child[ren] the subject of this suit.

IT IS THEREFORE ORDERED that **[name of party to be screened]** shall submit to a spontaneous drug screening at **[name and address of laboratory]** within forty-eight hours after a request for a spontaneous drug screening is sent to [his/her] attorney by facsimile transmission. **[Name of party to be screened]** is ORDERED to present photographic identification to the laboratory staff and to provide the laboratory with such specimen[s] as may be required. **[Name of party to be screened]** is ORDERED to sign whatever authorization is necessary to permit the laboratory conducting the drug screening to furnish the drug screening results of the spontaneous drug screening directly to the attorneys for both parties.

If **[name of party to be screened]** tests positive for a controlled substance or fails to comply with the terms of this order when requested to submit to a drug screening, all periods of possession by **[name of party to be screened]** shall be discontinued until further order of the Court.

IT IS ORDERED that the costs of the drug screenings shall be paid [percent] percent by [name of party] and [percent] percent by [name of party].

SIGNED on _____.

JUDGE PRESIDING

Form 56-11

This motion is intended to be filed in an existing suit.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion Regarding Possession and Transfer of Child[ren]'s Passport[s]

This Motion Regarding Possession and Transfer of Child[ren]'s Passport[s] is brought by **[name of movant]**, Movant, who shows in support:

1. Movant is [the sole managing conservator/a possessory conservator/a joint managing conservator/**[state other relationship]**] of the child[ren]. Respondent, **[name of respondent]**, is [the sole managing conservator/a possessory conservator/a joint managing conservator/**[state other relationship]**] of the child[ren]. The child[ren] the subject of this suit [is/are] **[name[s] of child[ren]]**.

2. The government of [the United States of America/**[name of other nation that issued the passport[s]]**] issued [a] passport[s] to the child[ren], which at the time of this motion [is/are] still valid. Movant and Respondent are not able to agree on which party shall have possession of the passport[s] when the child[ren] [is/are] not traveling, and they are not able to agree when each party should be entitled to use the passport[s] for international travel.

3. Movant asks the Court—

Select all applicable relief.

a. to award Movant possession of the passport[s];

- b. to order Respondent to transfer possession of the passport[s] to Movant by a date certain;
- c. to make orders stating the circumstances under which Respondent is entitled to temporary possession of the passport[s];
- d. to make orders requiring each party to provide prior, written notice to the other party if a party intends for the child[ren] to travel outside the United States of America during a party's period of possession of the child[ren]; and
- e. to require each party to execute, have notarized, and deliver to the other party all forms needed for intended international travel of the child[ren].

Continue with the following.

[Name of movant] prays that the Court grant the Motion Regarding Possession and Transfer of Child[ren]'s Passport[s].

[Name]

Attorney for [name of movant]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Notice of Hearing

The above motion is set on _____ at _____ .M. in [designa-
tion and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 56-12

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Regarding Possession and Transfer of Child[ren]'s Passport[s]

On [date] the Court considered the Motion Regarding Possession and Transfer of Child[ren]'s Passport[s] of [name of movant], Movant. The Court finds good cause to grant the motion.

IT IS THEREFORE ORDERED that Movant shall have the right to maintain possession of any passport[s] of the child[ren], subject to the requirements for delivery of the passport[s] and all other requirements set forth below.

Movant is ORDERED to deliver or cause to be delivered to [name of other conservator] the original, valid passport[s] of the child[ren], within ten days of Movant's receipt of [name of other conservator]'s notice of intent to have the child[ren] travel outside the United States during a period of possession of [name of other conservator]. [Name of other conservator] is ORDERED to return or cause to be returned to Movant the original, valid passport[s] of the child[ren], within ten days of the child[ren]'s return from the travel outside the United States for which the passport[s] [was/were] required.

IT IS ORDERED that if a conservator intends to have the child[ren] travel outside the United States during the conservator's period of possession of the child[ren], the conservator shall provide written notice to the other conservator. IT IS ORDERED that this written notice shall include all the following:

Select as applicable.

1. any written consent form for travel outside the United States that is required by the country of destination, countries through which travel will occur, or the intended carriers;
2. the date, time, and location of the child[ren]'s departure from the United States;
3. a reasonable description of means of transportation, including, if applicable, all names of carriers, flight numbers, and scheduled departure and arrival times;
4. a reasonable description of each destination of the intended travel, including the name, address, and phone number of each interim destination and the final travel location;
5. the dates the child[ren] [is/are] scheduled to arrive and depart at each such destination;
6. the date, time, and location of the child[ren]'s return to the United States;
7. a complete statement of each portion of the intended travel during which the conservator providing the written notice will not accompany the child[ren]; and
8. the name, permanent and mailing addresses, and work and home telephone numbers of each person accompanying the child[ren] on the intended travel other than the conservator providing the written notice.

Continue with the following.

The written notice may be in the form attached to this order as Exhibit 1, Notice of Intent for Child[ren] to Travel Outside the United States.

If the intended travel is a group trip, such as with a school or other organization, the conservator providing the written notice is ORDERED to provide with the written notice all information about the group trip and its sponsor instead of stating the name, permanent and

mailing addresses, and work and home telephone numbers of each person accompanying the child[ren].

IT IS FURTHER ORDERED that this written notice shall be furnished to the other conservator no less than twenty-one days before the intended day of departure of the child[ren] from the United States.

[Names of conservators] each are ORDERED to properly execute the written consent form to travel abroad (attached hereto) and any other form required for the travel by the United States Department of State, passport authorities, foreign nations, travel organizers, school officials, or public carriers; when applicable, to have the forms duly notarized; and, within ten days of that conservator's receipt of each consent form, to deliver the form to the conservator providing the written notice.

IT IS ORDERED that any conservator who violates the terms and conditions of these provisions regarding the child[ren]'s passport[s] shall be liable for all costs incurred due to that person's noncompliance with these provisions. These costs shall include, but not be limited to, the expense of nonrefundable or noncreditable tickets, the costs of nonrefundable deposits for travel or lodging, attorney's fees, and all other costs incurred seeking enforcement of any of these provisions.

SIGNED on _____.

JUDGE PRESIDING

Form 56-13**Notice of Intent for Child[ren] to Travel Outside the United States**

TO: _____.
(Name of nontraveling conservator)

In accordance with the terms of the Order Regarding Possession and Transfer of Child[ren]'s Passport[s], please be advised of the following schedule:

SELECT AS APPLICABLE.

Date, time, and location of the child[ren]'s departure from the United States: _____

Description of means of transportation: _____

Description of each destination of the intended travel: _____

Dates the child[ren] [is/are] scheduled to arrive and depart at each such destination: _____

Date, time, and location of the child[ren]'s return to the United States: _____

Each portion of the intended travel during which I will not accompany the child[ren]: _____

Name, permanent and mailing addresses, and work and home telephone numbers of each person accompanying the child[ren] or information about the group trip and its sponsor: _____

Please sign and return to me the attached Consent for Child[ren] to Travel Outside the United States together with the child[ren]'s original passports within ten days after you receive this notice and consent form.

Sincerely,

(Name of traveling conservator)

Date: _____

Form 56-14

Before using this form, check with the public carrier and the embassies of the countries into or through which the child or children will travel to determine if the carrier or the country requires a specific form or other information for a valid consent.

Consent for Child[ren] to Travel Outside the United States

Date: **[date]**

To Whom It May Concern:

Re: Consent for Child[ren] to Travel Outside the United States of America

I, **[name]**, am the [mother/father/managing conservator] of **[name[s] of child[ren]]**, who [was/were] born on **[birth date[s]]**[, respectively].

I give my consent and permission for [this/these] child[ren] to travel outside the United States of America with **[name of adult traveling with child[ren]]**, who is the child[ren]'s **[describe relationship]**, during the period and to the locations stated in this consent. The child[ren] [is/are] scheduled to depart on or about **[date]** for **[location of first intended destination]**. **[If applicable, include interim locations and dates of travel.]** The child[ren] [is/are] scheduled to arrive back in the United States of America on or about **[date]**.

[Name of conservator or parent]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of conservator or parent].

Notary Public, State of Texas

Form 56-15

Additional Provisions for Long-Distance Access and Visitation

Tex. Fam. Code § 153.316(3) provides two options that may be ordered for the end of periods of possession: *surrender* of the child at the possessory conservator's residence (i.e., pickup there by the sole managing conservator) or *return* of the child by the possessory conservator to the sole managing conservator's residence. (See part (g)2. of paragraph 10.H.1. in form 23-1.) Choices among the following travel provisions should be made to conform to the option for surrender or return chosen for the decree.

Include 1. if any child is under five years of age.

1. Child under 5 Years of Age

Although five years is the minimum age for unaccompanied minors to travel on most airlines, the age requirement varies from airline to airline.

IT IS ORDERED that, until a child reaches the age of five years, the following arrangements for the travel of that child shall control:

1.A. Adult to Accompany Child

Select one of the following.

1.A.1. Surrender at Possessory Conservator's Residence

Adult to Accompany Child—IT IS ORDERED that Possessory Conservator shall travel with the child between the residence of Sole Managing Conservator and that of Possessory Conservator at the beginning of each period of possession. IT IS FURTHER ORDERED that Sole Managing Conservator shall travel with the child between the residence of Possessory Conservator and that of Sole Managing Conservator at the end of each period of possession. In place of this requirement, each conservator is authorized to designate a responsible adult known to the child to travel with the child between the residences of the parties. IT IS FURTHER ORDERED that the child shall not

travel alone between the residence of Possessory Conservator and that of Sole Managing Conservator until the child reaches the age of five years.

Or

**1.A.2. Return to Managing
Conservator's Residence**

Adult to Accompany Child—IT IS ORDERED that Possessory Conservator shall travel with the child between the residence of Sole Managing Conservator and that of Possessory Conservator at the beginning and end of each period of possession. In place of this requirement, Possessory Conservator is authorized to designate a responsible adult known to the child to travel with the child between the residence of Sole Managing Conservator and that of Possessory Conservator. IT IS FURTHER ORDERED that the child shall not travel alone between the residence of Sole Managing Conservator and that of Possessory Conservator until the child reaches the age of five years.

1.B. Expenses

Select one of the following.

**1.B.1. Surrender at Possessory
Conservator's Residence**

Expenses Shared by Possessory Conservator and Sole Managing Conservator—IT IS ORDERED that Possessory Conservator shall pay all travel expenses, charges, escort fees, and air fares incurred for the child for transportation from the residence of Sole Managing Conservator to that of Possessory Conservator. IT IS FURTHER ORDERED that Sole Managing Conservator shall pay all travel expenses, charges, escort fees, and air fares incurred for the child for transportation from the residence of Possessory Conservator to that of Sole Managing Conservator.

Or

**1.B.2. Return to Managing
Conservator's Residence**

Expenses Paid by Possessory Conservator—IT IS ORDERED that Possessory Conservator shall pay all travel expenses, charges, escort fees, and air fares incurred for the child from the time Possessory Conservator takes possession of the child from Sole Managing Conservator at the beginning of a period of possession until the time Possessory Conservator returns the child to the possession of Sole Managing Conservator at the end of the period of possession.

2. Child 5 Years of Age or Older

IT IS ORDERED that the following provisions shall govern the arrangements for the travel of the child to and from Possessory Conservator [**include if applicable:** after the child reaches the age of five years].

**2.A. Notice of Place and Time of
Possession**

Select one of the following.

**2.A.1. Surrender at Possessory
Conservator's Residence**

Notice of Place and Time of Possession—IT IS ORDERED that, if Possessory Conservator desires to take possession of the child at an airport near Possessory Conservator's residence, Possessory Conservator shall state these facts in a notice letter to Sole Managing Conservator:

- a. the airport where Sole Managing Conservator is to surrender the child;
- b. the date and time of the flight on which the child is scheduled to leave; and

c. the airline and flight number of the airplane on which the child is scheduled to leave.

IT IS FURTHER ORDERED that, if Sole Managing Conservator desires to take possession of the child at an airport near Sole Managing Conservator's residence, Sole Managing Conservator shall state these facts in a notice letter to Possessory Conservator:

- a. the airport where Possessory Conservator is to surrender the child;
- b. the date and time of the flight on which the child is scheduled to leave; and
- c. the airline and flight number of the airplane on which the child is scheduled to leave.

Or

**2.A.2. *Return to Managing
Conservator's Residence***

Notice of Place and Time of Possession—IT IS ORDERED that, if Possessory Conservator desires to take possession of the child at an airport near Possessory Conservator's residence, Possessory Conservator shall state these facts in a notice letter to Sole Managing Conservator:

- a. the airport where Sole Managing Conservator is to surrender the child;
- b. the date and time of the flight on which the child is scheduled to leave;

- c. the airline and flight number of the airplane on which the child is scheduled to leave;
- d. the airport where the child will return to Sole Managing Conservator at the end of the period of possession;
- e. the date and time of the flight on which the child is scheduled to return to that airport; and
- f. the airline and flight number of the airplane on which the child is scheduled to return to Sole Managing Conservator at the end of the period of possession.

2.B. Flight Arrangements

Flight Arrangements—IT IS ORDERED that [Possessory Conservator/each conservator] shall make airline reservations for the child only on major commercial passenger airlines on flights having no change of airplanes between the airport of departure and the airport of final arrival (a “nonequipment change flight”). IT IS FURTHER ORDERED that [Possessory Conservator/each conservator] shall make airline reservations for the child on flights that depart from a commercial airport near the residence of [Sole Managing Conservator/the other conservator] that offers regularly scheduled passenger flights to various cities throughout the United States on major commercial passenger airlines. IT IS FURTHER ORDERED that [Possessory Conservator/each conservator] shall make airline reservations for the child on flights that depart the airport of departure nearest the time [Possessory Conservator/each conservator]’s period of possession is to begin under the possession order and that arrive at the airport of final arrival nearest the time [Possessory Conservator/each conservator]’s period of possession is to end under the pos-

session order. IT IS FURTHER ORDERED that [Possessory Conservator/each conservator] shall not make airline reservations that would require the child to depart the airport of departure sooner than [time] [A.M./P.M.] or to arrive at the airport of final arrival later than [time] [A.M./P.M.]. IT IS FURTHER ORDERED that [Possessory Conservator/each conservator] shall not make flight arrangements that cause the child to be removed before the child's school is regularly dismissed on the date the period of possession is to begin or that cause the child to be returned to the child's school later than the time the child's school resumes on the date the period of possession is to end.

2.C. Delivery/Pickup by Sole Managing Conservator

[Delivery/Delivery and Pickup] by Sole Managing Conservator—IT IS ORDERED that Sole Managing Conservator shall deliver the child to the airport from which the child is scheduled to leave at the beginning of each period of possession at least [specify] hour[s] before the scheduled departure time. IT IS FURTHER ORDERED that Sole Managing Conservator shall surrender the child to a flight attendant who is employed by the airline and who will be flying on the same flight on which the child is scheduled.

Include the following if applicable.

IT IS FURTHER ORDERED that Sole Managing Conservator shall take possession of the child at the end of Possessory Conservator's period of possession at the airport where the child is scheduled to return and at the security checkpoint, if applicable, or at the specific airport gate where the passengers from the child's scheduled flight disembark.

2.D. Pickup/Return by Possessory Conservator

[Pickup/Pickup and Return] by Possessory Conservator—IT IS ORDERED that Possessory Conservator shall take possession of the child at the beginning of each period of possession at the airport where the child is scheduled to arrive and at the security checkpoint, if applicable, or at the specific airport gate where the passengers from the child's scheduled flight disembark.

Include the following if applicable.

IT IS FURTHER ORDERED that Possessory Conservator, at the end of each period of possession, shall deliver the child to the airport where the child is scheduled to depart at least [**specify**] hour[s] before the scheduled departure time and surrender the child to a flight attendant who is employed by the airline and who will be flying on the same flight on which the child is scheduled to return.

2.E. Missed Flights

Missed Flights—IT IS ORDERED that any conservator who has possession of the child at the time shall notify the other conservator immediately if the child is not placed on a scheduled flight at the beginning or end of a period of possession. IT IS FURTHER ORDERED that, if the child should miss a scheduled flight, the conservator having possession of the child when the flight is missed shall schedule another nonequipment change flight for the child as soon as is possible after the originally scheduled flight and shall pay any additional expense associated with the changed flight and give the other conservator notice of the date and time of that flight.

2.F. Expenses

Select one of the following.

**2.F.1. *Surrender at Possessory
Conservator's Residence***

Expenses Shared by Possessory Conservator and Sole Managing Conservator—IT IS ORDERED that Possessory Conservator shall purchase in advance the airline tickets (including escort fees) to be used by the child for the child's flight from the airport near the residence of Sole Managing Conservator to the airport near the residence of Possessory Conservator. IT IS FURTHER ORDERED that Possessory Conservator shall make the necessary arrangements with the airlines and with Sole Managing Conservator in order that the airline tickets are available to the child before a scheduled flight. IT IS FURTHER ORDERED that Sole Managing Conservator shall purchase in advance the airline tickets (including escort fees) to be used by the child for the child's flight from the airport near the residence of Possessory Conservator to the airport near the residence of Sole Managing Conservator. IT IS FURTHER ORDERED that Sole Managing Conservator shall make the necessary arrangements with the airlines and with Possessory Conservator in order that the airline tickets are available to the child before a scheduled flight.

Or

**2.F.2. *Return to Managing
Conservator's Residence***

Expenses Paid by Possessory Conservator—IT IS ORDERED that Possessory Conservator shall purchase, in advance, the round-trip airline tickets (including escort fees) to be used by the child for the child's flight. IT IS FURTHER ORDERED that Possessory Conservator shall make necessary arrangements with the airlines and with Sole Managing Conservator in order that the

airline tickets are available to the child before a scheduled flight. IT IS FURTHER ORDERED that Possessory Conservator shall pay any other traveling expenses and charges incurred for the child from the time Sole Managing Conservator surrenders possession of the child by placing the child on the scheduled nonequipment change flight at the beginning of a period of possession until the time Sole Managing Conservator takes possession of the child at the termination of the scheduled nonequipment change flight at the end of the period of possession. IT IS FURTHER ORDERED that Possessory Conservator shall reimburse Sole Managing Conservator for travel expenses of the child if, because of circumstances beyond Sole Managing Conservator's control, Sole Managing Conservator is required to pay travel expenses of the child on a nonequipment change flight to or from the possession of Possessory Conservator.

Continue with the following.

2.F.3. *Miscellaneous Expenses*

Miscellaneous Expenses—IT IS ORDERED that the expenses of a conservator incurred in traveling to and from an airport, as well as related parking and baggage-handling expenses, are the sole responsibility of the conservator delivering or receiving the child at the airport.

Form 56-16

Additional Provisions for Religious Holidays***Jewish Holidays***

Use 1. if the possessory conservator is Jewish. Use 2. if the sole managing conservator is Jewish.

1. Possessory Conservator

In addition to all other provisions for possession provided in this decree, IT IS ORDERED that Possessory Conservator shall have a superior right of possession of the child[ren] for Jewish religious holidays as follows:

1.A. Rosh Hashanah**1.A.1. First Day**

Rosh Hashanah (First Day)—In [all/all odd-numbered/all even-numbered] years for a period beginning at [4:00 P.M./[time]] on the day Rosh Hashanah begins and ending at [9:00 P.M./[time]] the following day.

Include second day if applicable.

1.A.2. Second Day

Rosh Hashanah (Second Day)—In [all/all odd-numbered/all even-numbered] years beginning at [9:00 P.M./[time]] on the day the first day of Rosh Hashanah ends and ending at [9:00 P.M./[time]] the following day.

1.B. Yom Kippur

Yom Kippur—In [all/all odd-numbered/all even-numbered] years beginning at [4:00 P.M./[time]] on the day Yom Kippur begins and ending at [9:00 P.M./[time]] the following day.

1.C. Sukkot**1.C.1. First Day**

Sukkot (First Day)—In [all/all odd-numbered/all even-numbered] years for a period beginning at [4:00 P.M./[time]] on the day Sukkot begins and ending at [9:00 P.M./[time]] the following day.

1.C.2. Second Day

Sukkot (Second Day)—In [all/all odd-numbered/all even-numbered] years beginning at [9:00 P.M./[time]] on the day the first day of Sukkot ends and ending at [9:00 P.M./[time]] the following day.

1.D. Shemini Atzeret

Shemini Atzeret—In [all/all odd-numbered/all even-numbered] years beginning at [4:00 P.M./[time]] on the day Shemini Atzeret begins and ending at [4:00 P.M./[time]] the following day.

1.E. Simchat Torah

Simchat Torah—In [all/all odd-numbered/all even-numbered] years beginning at [4:00 P.M./[time]] on the day Simchat Torah begins and ending at [9:00 P.M./[time]] the following day.

1.F. Hanukkah

Hanukkah—In [all/all odd-numbered/all even-numbered] years beginning at [4:00 P.M./[time]] on the day Hanukkah begins and ending at [9:00 P.M./[time]] the following day.

Or

Hanukkah—In [all/all odd-numbered/all even-numbered] years for the eight days of Hanukkah, beginning at [4:00 P.M./[time]] on the day Hanukkah begins and ending at [9:00 P.M./[time]] eight days later.

1.G. Purim

Purim—In [all/all odd-numbered/all even-numbered] years beginning at [4:00 P.M./[time]] on the day Purim begins and ending at [9:00 P.M./[time]] the following day.

1.H. Passover**1.H.1. First Seder**

Passover (First Seder)—In [all/all odd-numbered/all even-numbered] years beginning at [4:00 P.M./[time]] on the day of the first Passover Seder and ending at [4:00 P.M./[time]] the following day.

Include second seder if applicable.

1.H.2. Second Seder

Passover (Second Seder)—In [all/all odd-numbered/all even-numbered] years beginning at [4:00 P.M./[time]] on the day of the second Passover Seder and ending at [4:00 P.M./[time]] the following day.

2. Sole Managing Conservator

Notwithstanding the periods of possession ORDERED for Possessory Conservator, it is ORDERED that Sole Managing Conservator shall have a superior right of possession of the child[ren] for Jewish religious holidays as follows:

Holiday possession periods are listed in 1.A. through 1.H. above. If 1. was used for the possessory conservator, adapt those provisions by reversing odd- and even-numbered years in 2. or otherwise ensure there are no conflicts between the possession awarded to each conservator.

Christian Holidays

Use 3. if the possessory conservator is Christian. Use 4. if the sole managing conservator is Christian.

3. Possessory Conservator

In addition to all other provisions for possession provided in this decree, IT IS ORDERED that Possessory Conservator shall have a superior right of possession of the child[ren] for Christian religious holidays as follows:

3.A. Christmas Eve

Christmas Eve—In [all/all odd-numbered/all even-numbered] years beginning at [time] [A.M./P.M.] on December 24 and ending at [time] [A.M./P.M.] on December [24/25].

3.B. Epiphany

Epiphany—In [all/all odd-numbered/all even-numbered] years beginning at [time] [A.M./P.M.] on [January 6/January 6 if January 6 is a Sunday or otherwise on the Sunday immediately following January 6] and ending at [time] [A.M./P.M.] that same day.

3.C. Ash Wednesday

Ash Wednesday—In [all/all odd-numbered/all even-numbered] years beginning at [time] [A.M./P.M.] on Ash Wednesday and ending at [time] [A.M./P.M.] that same day.

3.D. Palm Sunday

Palm Sunday—In [all/all odd-numbered/all even-numbered] years beginning at [time] [A.M./P.M.] on Palm Sunday and ending at [time] [A.M./P.M.] that same day.

3.E. Easter

Easter—In [all/all odd-numbered/all even-numbered] years beginning at [time] [A.M./P.M.] on [Maundy Thursday/Good Friday/Holy Saturday/Easter Sunday] and ending at [time] [A.M./P.M.] on Easter Sunday.

3.F. Day of Pentecost

Day of Pentecost—In [all/all odd-numbered/all even-numbered] years beginning at [time] [A.M./P.M.] on the Sunday that is the Day of Pentecost and ending at [time] [A.M./P.M.] that same day.

3.G. All Saints' Day

All Saints' Day—In [all/all odd-numbered/all even-numbered] years beginning at [time] [A.M./P.M.] on [November 1/November 1 if November 1 is a Sunday or otherwise on the Sunday immediately following November 1] and ending at [time] [A.M./P.M.] that same day.

3.H. Other Holy Day

[Name of other holy day]—In [all/all odd-numbered/all even-numbered] years beginning at [time] [A.M./P.M.] on [[name of holy day]/[name of holy day] if that day is a Sunday or otherwise on the Sunday immediately following [name of holy day]] and ending at [time] [A.M./P.M.] that same day.

4. Sole Managing Conservator

Notwithstanding the periods of possession ORDERED for Possessory Conservator, it is ORDERED that Sole Managing Conservator shall have a superior right of possession of the child[ren] for Christian religious holidays as follows:

Holiday possession periods are listed in 3.A. through 3.H. above. If 3. was used for the possessory conservator, adapt those provisions by reversing odd- and even-numbered years in 4. or otherwise ensure there are no conflicts between the possession awarded to each conservator.

Muslim Holidays

Use 5. if the possessory conservator is Muslim. Use 6. if the sole managing conservator is Muslim.

5. Possessory Conservator

In addition to all other provisions for possession provided in this decree, IT IS ORDERED that Possessory Conservator shall have a superior right of possession of the child[ren] for Muslim religious holidays as follows:

5.A. Eid al-Fitr

In [all/all odd-numbered/all even-numbered] years beginning at [6:00 P.M./[time]] on the last day of Ramadan and ending at [6:00 P.M./[time]] on the second day of Eid al-Fitr.

5.B. Eid al-Adha

In [all/all odd-numbered/all even-numbered] years beginning at [6:00 P.M./[time]] on the day before Eid al-Adha begins and ending at [6:00 P.M./[time]] on the second day of Eid al-Adha.

6. Sole Managing Conservator

Notwithstanding the periods of possession ORDERED for Possessory Conservator, it is ORDERED that Sole Managing Conservator shall have a superior right of possession of the child[ren] for Muslim religious holidays as follows:

Holiday possession periods are listed in 5.A. and 5.B. above. If 5. was used for the possessory conservator, adapt those provisions by reversing odd- and even-numbered years in 6. or otherwise ensure there are no conflicts between the possession awarded to each conservator.

Form 56-17

The following form is a sample order for possession of children in a situation in which one parent has primary possession of one child and the other parent has primary possession of the other child. The provisions, which are to be included in a decree or order in a suit affecting the parent-child relationship, may be adapted as appropriate.

Possession Order
[Split Conservatorship]

IT IS ORDERED that each party shall comply with all terms and conditions of this Possession Order. IT IS ORDERED that this Possession Order is effective immediately and applies to all periods of possession occurring on and after the date the Court signs this Possession Order. IT IS THEREFORE ORDERED:

1. Definition

§§ 101.028, 153.3101

Definition

In this order “school” means the elementary or secondary school in which a child is enrolled or, if a child is not enrolled in an elementary or secondary school, the public school district in which the child primarily resides.

2. Mutual Agreement or Specified Terms

§ 153.311

Mutual Agreement or Specified Terms for Possession

IT IS ORDERED that [name of parent A] shall have possession of [name of child A] at all times not specifically set aside for [name of parent B] and as set out elsewhere in this order. IT IS ORDERED that [name of parent B] shall have possession of [name of child B] at all times not specifically set aside for [name of parent A] and as set out elsewhere in this order. IT IS ORDERED that

each parent shall have possession of the children at any and all times mutually agreed to in advance by the parties and, in the absence of mutual agreement, IT IS ORDERED that each party, beginning immediately on the signing of this order, shall have possession of the children under the specified terms set out in this order. IT IS THEREFORE ORDERED:

3. Periods of Possession

Periods of Possession

**3.A. Weekends, Tuesdays, and
Wednesdays**

Except as otherwise expressly provided in this order, each party shall have the right to possession of the children as follows:

1. Weekends—

On weekends that occur during the regular school term, [**name of parent A**] shall have possession of the children beginning at [6:00 P.M./the time the children's school is regularly dismissed] on the first and third Friday of each month and ending at [6:00 P.M. on the following Sunday/the time school resumes after the weekend], and [**name of parent B**] shall have possession of the children beginning at [6:00 P.M./the time the children's school is regularly dismissed] on the second and fourth Friday of each month and ending at [6:00 P.M. on the following Sunday/the time school resumes after the weekend].

On weekends that do not occur during the regular school term, [**name of parent A**] shall have possession of the children beginning at 6:00 P.M. on the first and third Friday of each month and ending at 6:00 P.M. on the following Sunday, and [**name of parent B**] shall have possession of the children beginning

at 6:00 P.M. on the second and fourth Friday of each month and ending at 6:00 P.M. on the following Sunday.

Inclusion of the following optional paragraphs provides four weekends a year in which each parent will have time alone with the child of whom that parent does not have primary possession.

In each month containing five Fridays, on weekends that occur during the regular school term, **[name of parent A]** shall have possession of **[name of child B]** beginning at [6:00 P.M./the time the child's school is regularly dismissed] on the fifth Friday and ending at [6:00 P.M. on the following Sunday/the time school resumes after the weekend], and **[name of parent B]** shall have possession of **[name of child A]** beginning at [6:00 P.M./the time the child's school is regularly dismissed] on the fifth Friday and ending at [6:00 P.M. on the following Sunday/the time school resumes after the weekend].

In each month containing five Fridays, on weekends that do not occur during the regular school term, **[name of parent A]** shall have possession of **[name of child B]** beginning at 6:00 P.M. on the fifth Friday and ending at 6:00 P.M. on the following Sunday, and **[name of parent B]** shall have possession of **[name of child A]** beginning at 6:00 P.M. on the fifth Friday and ending at 6:00 P.M. on the following Sunday.

2. Weekend Possession Extended by a Student Holiday or Teacher In-Service Day—Except as otherwise expressly provided in this order, if a weekend period of possession by a parent begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the children are enrolled, that weekend period of possession shall begin at [6:00 P.M./the time the children's school is regularly dismissed] on the immediately preceding Thursday.

Except as otherwise expressly provided in this order, if a weekend period of possession by a parent ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the children are enrolled, that weekend period of possession shall end at [6:00 P.M. on that Monday/8:00 A.M. on Tuesday].

3. Weekend Possession Extended by a Summer Holiday—Except as otherwise expressly provided in this order, if a weekend period of possession by a parent begins on a federal, state, or local holiday that falls on a Friday during the summer months when school is not in session, that weekend period of possession shall begin at 6:00 P.M. on the immediately preceding Thursday.

Except as otherwise expressly provided in this order, if a weekend period of possession by a parent ends on or is immediately followed by a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall end at 6:00 P.M. on that Monday.

4. Tuesdays—[**Name of parent A**] shall have possession of the children on Tuesday of each week during the regular school term, beginning at [6:00 P.M./the time the children's school is regularly dismissed] and ending at [8:00 P.M./the time school resumes on Wednesday].

5. Wednesdays—[**Name of parent B**] shall have possession of the children on Wednesday of each week during the regular school term, beginning at [6:00 P.M./the time the children's school is regularly dismissed] and ending at [8:00 P.M./the time school resumes on Thursday].

3.B. Other Specified Periods

Notwithstanding the weekend, Tuesday, and Wednesday periods of possession provided above, [name of parent A] and [name of parent B] shall have the right to possession of the children as follows:

1. First Part of Christmas Holidays—[Name of parent A] shall have possession of the children in even-numbered years, beginning at [6:00 P.M. on the day the children are dismissed from school/the time the children’s school is dismissed] for the Christmas school vacation and ending at noon on December 28. [Name of parent B] shall have possession of the children in odd-numbered years, beginning at [6:00 P.M. on the day the children are dismissed from school/the time the children’s school is dismissed] for the Christmas school vacation and ending at noon on December 28.

2. Last Part of Christmas Holidays—[Name of parent A] shall have possession of the children in odd-numbered years, beginning at noon on December 28 and ending at 6:00 P.M. on the day before school resumes after that Christmas school vacation. [Name of parent B] shall have possession of the children in even-numbered years, 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—[Name of parent A] shall have possession of the children in odd-numbered years, beginning at [6:00 P.M. on the day the children are dismissed from school/the time the children’s school is dismissed] for the Thanksgiving holiday and ending at 6:00 P.M. on the Sunday following Thanksgiving. [Name of parent B] shall have possession of the children in even-numbered years, beginning at [6:00 P.M. on the day the children are dismissed from school/the time the children’s school is dismissed] for the

Thanksgiving holiday and ending at 6:00 P.M. on the Sunday following Thanksgiving.

4. Spring Vacation—[Name of parent A] shall have possession of the children in even-numbered years, beginning at [6:00 P.M. on the day the children are dismissed from school/the time the children's school is dismissed] for the school's spring vacation and ending at 6:00 P.M. on the day before the children's school resumes after that vacation. [Name of parent B] shall have possession of the children in odd-numbered years, beginning at [6:00 P.M. on the day the children are dismissed from school/the time the children's school is dismissed] for the school's spring vacation and ending at 6:00 P.M. on the day before the children's school resumes after that vacation.

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

If the parents are of the same sex, provisions regarding Mother's Day and Father's Day must be adjusted. Suggested alternatives are—

1. Assign one party Mother's Day weekend and the other party Father's Day weekend and alternate these two weekends each year.
2. Split Father's Day and Mother's Day in half, giving each party half the day. If this alternative is chosen, other adjustments will need to be made throughout the possession order.

6. Father's Day—[Name of father] shall have possession of the children for Father's Day, beginning at 6:00 P.M. on the Friday preceding Father's Day and ending at [6:00 P.M. on/8:00 A.M on the Monday after] Father's Day,

provided that if he is not otherwise entitled under this order to present possession of a child, he shall pick up that child from **[name of mother]**'s residence and return the child to that same place.

7. Mother's Day—**[Name of mother]** shall have possession of the children for Mother's Day, beginning at [6:00 P.M./the time the children's school is regularly dismissed] on the Friday preceding Mother's Day and ending at [6:00 P.M. on/the time the children's school resumes after] Mother's Day, provided that if she is not otherwise entitled under this order to present possession of a child, she shall pick up that child from **[name of father]**'s residence and return the child to that same place.

Select [3.B.1.](#) or [3.B.2.](#) for extended summer possession. [3.B.1.](#) provides annual thirty-day periods for each parent to have extended summer possession of the children, with the beginning and ending dates stated in the order. [3.B.2.](#) allows the parents to choose the dates each year for extended summer possession periods totaling twenty-one days for each parent, with the first choice of dates alternating from year to year between the parents.

3.B.1. Extended Summer Possession—Specified 30-Day Periods

8. Extended Summer Possession—

In even-numbered years, **[name of parent A]** shall have possession of the children for thirty days **[state beginning and ending dates, ensuring, if appropriate, that the dates do not include Father's Day possession]**. This period of possession shall begin and end at 6:00 P.M.

In even-numbered years, **[name of parent B]** shall have possession of the children for thirty days **[state beginning and ending dates that do not conflict with parent A's period of extended summer possession, ensuring, if appropriate,**

ate, that the dates do not include Father's Day possession]. This period of possession shall begin and end at 6:00 P.M.

In odd-numbered years, [name of parent B] shall have possession of the children for thirty days [state beginning and ending dates, ensuring, if appropriate, that the dates do not include Father's Day possession]. This period of possession shall begin and end at 6:00 P.M.

In odd-numbered years, [name of parent A] shall have possession of the children for thirty days [state beginning and ending dates that do not conflict with parent A's periods of extended summer possession, ensuring, if appropriate, that the dates do not include Father's Day possession]. This period of possession shall begin and end at 6:00 P.M.

Or

3.B.2. *Extended Summer Possession—Choice of Dates for 21-Day Periods*

8. Extended Summer Possession in Even-Numbered Years—

With Written Notice by [name of parent A] by April 1—In even-numbered years, if [name of parent A] gives [name of parent B] written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, [name of parent A] shall have possession of the children for twenty-one days beginning no earlier than the day after the children's school is dismissed for the summer vacation and ending no later than twenty-eight 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 possession]. These periods of possession shall begin and end at 6:00 P.M.

Without Written Notice by [name of parent A] by April 1—In even-numbered years, if [name of parent A] does not give [name of parent B] written notice by April 1 of that year specifying an extended period or periods of summer possession for that year, [name of parent A] shall have possession of the children for twenty-one consecutive days in that year beginning at 6:00 P.M. on June 22 and ending at 6:00 P.M. on July 13.

With Written Notice by [name of parent B] by May 1—In even-numbered years, if [name of parent B] gives [name of parent A] written notice by May 1 of a year specifying an extended period or periods of summer possession for that year, [name of parent B] shall have possession of the children for twenty-one days beginning no earlier than the day after the children'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, provided that the period or periods do not conflict with the period or periods of extended summer possession by [name of parent A] for that year [include if applicable: or with Father's Day possession]. These periods of possession shall begin and end at 6:00 P.M.

Without Written Notice by [name of parent B] by May 1—In even-numbered years, if [name of parent B] does not give [name of parent A] written notice by May 1 of that year specifying an extended period or periods of summer possession for that year, [name of parent B] shall have possession of the children for twenty-one consecutive days in that year beginning at 6:00 P.M. on July 13 and ending at 6:00 P.M. on August 3. If [name of parent A] has desig-

nated days within this twenty-one-day period as part of [name of parent A]'s period or periods of extended summer possession of the children, [name of parent B]'s extended period of summer possession shall begin at 6:00 P.M. on the last day designated by [name of parent A] and shall end at 6:00 P.M. twenty-one days later.

9. Extended Summer Possession in Odd-Numbered Years—

With Written Notice by [name of parent B] by April 1—In odd-numbered years, if [name of parent B] gives [name of parent A] written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, [name of parent B] shall have possession of the children for twenty-one days beginning no earlier than the day after the children's school is dismissed for the summer vacation and ending no later than twenty-eight 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 possession]. These periods of possession shall begin and end at 6:00 P.M.

Without Written Notice by [name of parent B] by April 1—In odd-numbered years, if [name of parent B] does not give [name of parent A] written notice by April 1 of that year specifying an extended period or periods of summer possession for that year, [name of parent B] shall have possession of the children for twenty-one consecutive days in that year beginning at 6:00 P.M. on June 22 and ending at 6:00 P.M. on July 13.

With Written Notice by **[name of parent A]** by May 1—In odd-numbered years, if **[name of parent A]** gives **[name of parent B]** written notice by May 1 of a year specifying an extended period or periods of summer possession for that year, **[name of parent A]** shall have possession of the children for twenty-one days beginning no earlier than the day after the children'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, provided that the period or periods do not conflict with the period or periods of extended summer possession by **[name of parent B]** for that year **[include if applicable: or with Father's Day possession]**. These periods of possession shall begin and end at 6:00 P.M.

Without Written Notice by **[name of parent A]** by May 1—In odd-numbered years, if **[name of parent A]** does not give **[name of parent B]** written notice by May 1 of that year specifying an extended period or periods of summer possession for that year, **[name of parent A]** shall have possession of the children for twenty-one consecutive days in that year beginning at 6:00 P.M. on July 13 and ending at 6:00 P.M. on August 3. If **[name of parent B]** has designated days within this twenty-one-day period as part of **[name of parent B]**'s period or periods of extended summer possession of the children, **[name of parent A]**'s extended period of summer possession shall begin at 6:00 P.M. on the last day designated by **[name of parent B]** and shall end at 6:00 P.M. twenty-one days later.

4. General Terms and Conditions*General Terms and Conditions*

Except as otherwise expressly provided in this order, IT IS ORDERED AND DECREED that the terms and conditions of possession of the child[ren] are as follows:

1. Surrender of **[name of child A]** by **[name of parent A]**—**[Name of parent A]** is ORDERED to surrender **[name of child A]** to **[name of parent B]** at the beginning of each period of **[name of parent B]**'s possession at the residence of **[name of parent A]**. **[Include the following if applicable:** If a period of possession by **[name of parent B]** begins at the time the child's school is regularly dismissed, **[name of parent A]** is ORDERED to surrender **[name of child A]** to **[name of parent B]** at the beginning of each such period of possession at the school in which the child is enrolled, and **[name of parent B]** is ORDERED to pick up **[name of child A]** at the child's school at the time the child's school is regularly dismissed. If the child is not in school, **[name of parent B]** shall pick up the child at the residence of **[name of parent A]** at **[time]**, and **[name of parent A]** is ORDERED to surrender **[name of child A]** to **[name of parent B]** at the residence of **[name of parent A]** at **[time]** under these circumstances.]

2. Surrender of **[name of child B]** by **[name of parent B]**—**[Name of parent B]** is ORDERED to surrender **[name of child B]** to **[name of parent A]** at the beginning of each period of **[name of parent A]**'s possession at the residence of **[name of parent B]**. **[Include the following if applicable:** If a period of possession by **[name of parent A]** begins at the time the child's school is regularly dismissed, **[name of parent B]** is ORDERED to surrender **[name of child B]** to **[name of parent A]** at the beginning of each such period of possession at

the school in which the child is enrolled, and **[name of parent A]** is ORDERED to pick up **[name of child B]** at the child's school at the time the child's school is regularly dismissed. If the child is not in school, **[name of parent A]** shall pick up the child at the residence of **[name of parent B]** at **[time]**, and **[name of parent B]** is ORDERED to surrender **[name of child B]** to **[name of parent A]** at the residence of **[name of parent B]** at **[time]** under these circumstances.]

3. Return of **[name of child A]** by **[name of parent B]**—**[Name of parent B]** is ORDERED to return **[name of child A]** to the residence of **[name of parent A]** at the end of each period of possession. However, it is ORDERED that, if **[name of parent A]** and **[name of parent B]** live in the same county at the time of rendition of this order, **[name of parent B]**'s county of residence remains the same after the rendition of this order, and **[name of parent A]**'s county of residence changes, effective on the date of the change of residence by **[name of parent A]**, **[name of parent B]** shall surrender **[name of child A]** to **[name of parent A]** at the residence of **[name of parent B]** at the end of each period of possession.

If alternate possession times are used for ending any period of possession ([Tex. Fam. Code § 153.317](#)), include the following paragraph.

If a period of possession by **[name of parent B]** ends at the time **[name of child A]**'s school resumes, **[name of parent B]** is ORDERED to surrender **[name of child A]** to **[name of parent A]** at the end of each period of possession at the school in which the child is enrolled, and **[name of parent B]** is ORDERED to deliver **[name of child A]** to the child's school on or before the time the child's school day regularly begins, or, if the child is not in school, **[name of parent B]** is ORDERED to surrender **[name of child A]** to **[name of**

parent A] at the residence of **[name of parent A]** at the end of each period of possession.

4. Return of **[name of child B]** by **[name of parent A]**—**[Name of parent A]** is ORDERED to return **[name of child B]** to the residence of **[name of parent B]** at the end of each period of possession. However, it is ORDERED that, if **[name of parent B]** and **[name of parent A]** live in the same county at the time of rendition of this order, **[name of parent A]**'s county of residence remains the same after the rendition of this order, and **[name of parent B]**'s county of residence changes, effective on the date of the change of residence by **[name of parent B]**, **[name of parent A]** shall surrender **[name of child B]** to **[name of parent B]** at the residence of **[name of parent A]** at the end of each period of possession.

If alternate possession times are used for ending any period of possession ([Tex. Fam. Code § 153.317](#)), include the following paragraph.

If a period of possession by **[name of parent A]** ends at the time **[name of child B]**'s school resumes, **[name of parent A]** is ORDERED to surrender **[name of child B]** to **[name of parent B]** at the end of each period of possession at the school in which the child is enrolled, and **[name of parent A]** is ORDERED to deliver **[name of child B]** to the child's school on or before the time the child's school day regularly begins, or, if the child is not in school, **[name of parent A]** is ORDERED to surrender **[name of child B]** to **[name of parent B]** at the residence of **[name of parent B]** at the end of each period of possession.

5. Surrender of **[name of child A]** by **[name of parent B]**—**[Name of parent B]** is ORDERED to surrender **[name of child A]** to **[name of parent A]**, if

the child is in [name of parent B]’s possession or subject to [name of parent B]’s control, at the beginning of each period of [name of parent A]’s exclusive periods of possession, at the place designated in this order.

6. Surrender of [name of child B] by [name of parent A]—[Name of parent A] is ORDERED to surrender [name of child B] to [name of parent B], if the child is in [name of parent A]’s possession or subject to [name of parent A]’s control, at the beginning of each period of [name of parent B]’s exclusive periods of possession, at the place designated in this order.

7. Return of [name of child A] by [name of parent A]—[Name of parent A] is ORDERED to return [name of child A] to [name of parent B], if [name of parent B] is entitled to possession of [name of child A], at the end of each of [name of parent A]’s exclusive periods of possession, at the place designated in this order.

8. Return of [name of child B] by [name of parent B]—[Name of parent B] is ORDERED to return [name of child B] to [name of parent A], if [name of parent A] is entitled to possession of [name of child B], at the end of each of [name of parent B]’s exclusive periods of possession, at the place designated in this order.

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

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

11. Inability to Exercise Possession—Each parent is ORDERED to give notice to the other parent in possession of a child on each occasion that the parent will be unable to exercise that parent’s right of possession for any specified period. Repeated failure of a parent to give notice of an inability to exercise possessory rights may be considered as a factor in a modification of those possessory rights.

12. Written Notice—Written notice, including notice provided by electronic mail or facsimile, shall be deemed to have been timely made if received or, if applicable, postmarked before or at the time that notice is due. Each conservator is ORDERED to notify the other conservator of any change in the conservator’s electronic mail address or facsimile number within twenty-four hours after the change.

If alternate possession times are used for ending any period of possession (Tex. Fam. Code § 153.317), include the following paragraph.

13. Notice to School and Other Parent—If a parent’s time of possession of a child ends at the time school resumes and for any reason the child is not or will not be returned to school, the parent in possession of the child is ORDERED to immediately notify the school and the other parent that the child will not be or has not been returned to school.

Form 56-18

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. TYPE OF ORDER (CHECK ALL THAT APPLY):

☐ DIVORCE/ANNULMENT WITH CHILDREN (Sec. 1,2 AND 3) ☐ DIVORCE/ANNULMENT WITHOUT CHILDREN (Sec 1 AND 2)☐ ESTABLISHMENT OF COURT OF CONTINUING JURISDICTION (SEC 1 AND 3)
(Court Order Establishing Paternity, Conservatorship, Child Support or Termination of Parental Rights)☐ CHANGE IN THE NAME OF THE CHILD (SEC 1 AND 3)
(PROVIDE PRIOR AND NEW NAME OF CHILD IN SECTION 3)☐ TRANSFER OF COURT OR CONTINUING JURISDICTION (SEC1,3 AND INFORMATION BELOW)

TRANSFER TO: COUNTY _____ COURT NO. _____ STATE COURT ID# _____

3a. NAME OF ATTORNEY FOR PETITIONER	3b. TELEPHONE NUMBER (including area code)
3c. CURRENT MAILING ADDRESS (STREET AND NUMBER OR P.O BOX, CITY, STATE, ZIP)	

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

PETITIONER	4. NAME (FIRST MIDDLE LAST SUFFIX)		5. MAIDEN LAST NAME (NAME BEFORE 1 ST MARRIAGE)	
	6. PLACE OF BIRTH (CITY AND STATE OR FOREIGN COUNTRY)		7. RACE	8. DATE OF BIRTH (mm/dd/yyyy)
	9. USUAL RESIDENCE STREET NAME & NUMBER CITY STATE ZIP			
RESPONDENT	10. NAME (FIRST MIDDLE LAST SUFFIX)		11. MAIDEN LAST NAME (NAME BEFORE 1 ST MARRIAGE)	
	12. PLACE OF BIRTH (CITY AND STATE OR FOREIGN COUNTRY)		13. RACE	14. DATE OF BIRTH (mm/dd/yyyy)
	15. USUAL RESIDENCE (STREET AND NUMBER CITY, STATE, ZIP)			
16. NUMBER OF MINOR CHILDREN		17. DATE OF MARRIAGE (mm/dd/yyyy)	18. PLACE OF MARRIAGE (CITY AND STATE OR FOREIGN COUNTRY)	

SECTION 3 (IF APPLICABLE) CHILDREN AFFECTED BY THIS SUIT

CHILD 1	19a. CHILD CURRENT NAME (FIRST MIDDLE LAST SUFFIX)			
	19b. DATE OF BIRTH (mm/dd/yyyy)	19c. SEX	19d. BIRTHPLACE (CITY, COUNTY AND STATE)	
	19e. PRIOR NAME OF CHILD (FIRST MIDDLE LAST SUFFIX) – IF APPLICABLE			
CHILD 2	20a. CHILD CURRENT NAME (FIRST MIDDLE LAST SUFFIX)			
	20b. DATE OF BIRTH (mm/dd/yyyy)	20c. SEX	20d. BIRTHPLACE (CITY, COUNTY AND STATE)	
	20e. PRIOR NAME OF CHILD (FIRST MIDDLE LAST SUFFIX) – IF APPLICABLE			
CHILD 3	21a. CHILD CURRENT NAME (FIRST MIDDLE LAST SUFFIX)			
	21b. DATE OF BIRTH (mm/dd/yyyy)	21c. SEX	21d. BIRTHPLACE (CITY, COUNTY AND STATE)	
	21e. PRIOR NAME OF CHILD (FIRST MIDDLE LAST SUFFIX) – IF APPLICABLE			

ADDITIONAL CHILDREN LISTED ON BACK OF THE FORM.

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

SIGNATURE OF THE CLERK OF THE COURT

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 07/2017

ADDITIONAL CHILDREN AFFECTED BY THIS SUIT FROM SECTION 3 (IF APPLICABLE)

CHILD 4	23a. CHILD CURRENT NAME (FIRST MIDDLE LAST SUFFIX)		
	23b. DATE OF BIRTH (mm/dd/yyyy)	23c. SEX	23d. BIRTHPLACE (CITY, COUNTY AND STATE)
	23e. PRIOR NAME OF CHILD (FIRST MIDDLE LAST SUFFIX) – IF APPLICABLE		
CHILD 5	24a. CHILD CURRENT NAME (FIRST MIDDLE LAST SUFFIX)		
	24b. DATE OF BIRTH (mm/dd/yyyy)	24c. SEX	24d. BIRTHPLACE (CITY, COUNTY AND STATE)
	24e. PRIOR NAME OF CHILD (FIRST MIDDLE LAST SUFFIX) – IF APPLICABLE		
CHILD 6	25a. CHILD CURRENT NAME (FIRST MIDDLE LAST SUFFIX)		
	25b. DATE OF BIRTH (mm/dd/yyyy)	25c. SEX	25d. BIRTHPLACE (CITY, COUNTY AND STATE)
	25e. PRIOR NAME OF CHILD (FIRST MIDDLE LAST SUFFIX) – IF APPLICABLE		

Instructions for Completing the Suit Affecting Parent Child Relationship Form**GENERAL REQUIREMENT:**

All divorces/annulments (with or without children) and all suits affecting the parent-child relationship must be reported through the clerk of the court to the State Vital Statistics Unit (VSU).

Consolidated reporting by petitioners, attorneys, and the courts is designed to make mandatory reporting more efficient, timely, and improve the quality of reporting. However, this reporting system is only as good or timely as you make it; therefore, your attention in completing and filing this report is critical.

Legal basis for this reporting is contained in Health and Safety Code §194.002 and Texas Family Code §§108.001-.002 and 108.004.

For information concerning reporting or questions about this form, contact field services at fieldservices@dshs.texas.gov or by phone at 512-776-3010.

The VSU-165 form must be printed double-sided (one sheet not two).

For information on the court of continuing jurisdiction of a child, contact VSU at (888) 963-7111 ext. 2529. Inquiries should be addressed to VSU, 1100 West 49th Street, Austin, Texas, 78756-3191; inquiries may also be faxed to (512) 776-7164.

SECTION 1 GENERAL INFORMATION (REQUIRED)

This section must be completed for each report filed.

- 1a – d. Enter the required information to identify the court proceeding.
- 2. Check the type of suit being reported. This determines also which sections of the form must be completed. If more than one type of order applies, check all that apply. Transfers from one jurisdiction to another must be reported in this section (if court number is unknown, specify "unknown").
- 3a – c. Complete the attorney information to assist in questions or follow up. If case was pro se, please enter the information of the person completing this form.

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

All divorces/annulments must be reported, even if there were no minor children. All information is required.

- 4-9. Report the Petitioner's information including maiden name (if applicable).
- 10-15. Report the Respondent's information, including maiden name (if applicable).
- 16. Report the number of minor children affected by this divorce; if none, record "0." This number must correspond to the listing of children in Section 3.
- 17-18. Enter the date and place of the marriage being dissolved.

SECTION 3 (IF APPLICABLE) CHILDREN AFFECTED BY THIS SUIT

Every child affected by the suit being reported must be listed, and all items concerning that child must be completed. If more than three children are affected, check the "additional children listed on back of form" box, and continue to list the additional children. If more than 6 children complete section 3 on another form, label it "continuation" and attached the continuation form to the original form.

Form 56-19

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

**Parent-Child Relationship Information Sheet
(Texas Family Code § 105.006(a))**

Petitioner:

Name:

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:

Respondent:

Name:

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:

Other Party:

Name:

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:

Repeat as needed for other parties.

Child:

Name:

Social Security number:

Driver's license number and issuing state:

Repeat for each child.

Submitted by:

Date:

Include the following if applicable.

This is an information update. The effective date of change is: **[date]**.

Form 56-20

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion for Child Custody Evaluation

This Motion for Child Custody Evaluation is brought by [**name of movant**], [**party designation**] [**include if applicable:** , and [**name[s]**, [**party designation[s]**]. In support, Movant[s] show[s] that conservatorship or possession of and access to the child[ren] is a disputed issue among the parties to this suit, and the preparation of a child custody evaluation into the circumstances and condition of the child[ren] the subject of this suit [,/and] the parties to this suit [**include if applicable:** , and the residences of all parties requesting conservatorship of, possession of, or access to the child[ren] the subject of this suit] would be in the best interest of the child[ren].

Include any or all of the following if applicable.

The parties have agreed to a child custody evaluation [**include if applicable:** and have agreed that there is no need for a visit by the evaluator to any party's residence].

And/Or

[**Name**] is a nonparent seeking conservatorship of the child[ren], and there is good cause for preparation of a child custody evaluation in that [**specify good cause**]. [**Include if applicable:** There is no need for a visit by the evaluator to the residence of any party.]

And/Or

Movant[s] believe[s] that [there is a need for visits by the evaluator to the residences of the parties/no visit by the evaluator to any party's residence is needed].

And/Or

[Name] does not speak English as a primary language. Movant[s] request[s] that the child custody evaluator appointed be able to effectively communicate in [primary language of party] or that the child custody evaluator be assisted by a licensed or certified interpreter.

Continue with the following.

Movant[s] request[s] that the fees of the child custody evaluator [include if applicable: and any costs associated with obtaining the assistance of a licensed or certified interpreter] be paid by [[name[s]],[percent] percent by [name of movant] and [percent] percent by [name[s]].

Movant[s] request[s] that the Court order that the child custody evaluation report be sealed.

Movant[s] pray[s] that the Court grant this Motion for Child Custody Evaluation.

[Name]
Attorney for [name of movant]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Repeat for other movants if applicable.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[**Name**]

Attorney for [**name of movant**]

Form 56-21

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Response to Motion for Child Custody Evaluation

This Response to Motion for Child Custody Evaluation is filed by [name], [party designation].

Select as appropriate.

[Name] requests that the fees of the child custody evaluator be paid [percent] percent by [name] and [percent] percent by [name].

And/or

[Name] requests that [name of proposed child custody evaluator] be appointed as child custody evaluator.

And/or

[Name] believes that [there is a need for visits by the evaluator to the residences of the parties/no visit by the evaluator to any party's residence is needed].

And/or

[Specify other response.]

Continue with the following.

[Name] prays that the Court grant the relief requested in this response.

[Name]

Attorney for [name]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name]

Form 56-22

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Objection to Motion for Child Custody Evaluation

This Objection to Motion for Child Custody Evaluation is filed by [name of objecting party], [party designation].

Select as appropriate.

[Name] does not have the funds to pay the fees of a child custody evaluator.

And/or

There is not a qualified child custody evaluator available in the county.

And/or

There is not good cause to appoint a child custody evaluator.

And/or

[Specify other response.]

Continue with the following.

[Name of objecting party] prays that the Court [sustain this objection/deny the Motion for Child Custody Evaluation].

[Name]

Attorney for [name of objecting party]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include certificate of conference if applicable
and if required by local rules.

Include the following if applicable.

Notice of Hearing

The above Objection to Motion for Child Custody Evaluation is set for hearing on

_____ at _____ .M. in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Continue with the following.

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for [name of objecting party]

See form [56-23](#) for order on objection.

Form 56-23

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order on Objection to Motion for Child Custody Evaluation

On [date] the Court considered the objection of [name of objecting party] to a child custody evaluation in this case.

Select one of the following.

The Court ORDERS that a child custody evaluation should not be performed. [Include if applicable: The Order for Child Custody Evaluation signed on [date] is set aside.]

Or

The Court finds that there is good cause shown and it is in the best interest of [name[s] of child[ren]] that a child custody evaluation be performed. The Objection to Motion for Child Custody Evaluation is DENIED.

Continue with the following.

SIGNED on _____.

JUDGE PRESIDING

Form 56-24

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order for Child Custody Evaluation

On [date], the Court considered the Motion for Child Custody Evaluation of [name of movant]. The Court finds that a child custody evaluation is appropriate and is in the best interest of the child[ren]. [Include if applicable: The Court further finds that the parties agree to a child custody evaluation.] [Include if applicable: The Court further finds that [name] is a non-parent seeking conservatorship of the child[ren] and that there is good cause shown for the appointment of a child custody evaluator.]

Select one of the following. The second option may be used only for a county with a population of less than 500,000 described in [Tex. Fam. Code § 107.106](#).

The Court finds that [name] is qualified to conduct a child custody evaluation pursuant to section 107.104 of the Texas Family Code, as documented by [name].

Or

The Court finds that an individual who meets the requirements of section 107.104 of the Texas Family Code is not available in the county to conduct a child custody evaluation in a timely manner and that [name] is otherwise qualified to conduct the child custody evaluation. [Name] shall comply with all provisions of chapter 107, subchapter D, of the Texas Family Code other than section 107.104.

Include the following if applicable.

The Court finds that **[name of party who does not speak English as a primary language]** does not speak English as a primary language. The Court finds that **[name]** [is able to effectively communicate in the primary language of **[name of party who does not speak English as a primary language]**]/will be assisted by a licensed or certified interpreter].

Continue with the following.

IT IS THEREFORE ORDERED that **[name]** is appointed as the child custody evaluator. The child custody evaluator shall conduct a child custody evaluation regarding the circumstances and condition of [the/each] child the subject of this suit [,/and] each party to this suit [**include if applicable:** , and the residence of any person requesting conservatorship of, possession of, or access to a child the subject of this suit].

All [counsel/parties] are ORDERED to [fax/mail/e-mail] a copy of this order to **[name, phone number, fax number, address, e-mail address]** within **[number]** business days of the signing of this order. Each party is ORDERED to contact the child custody evaluator on or before **[time]** [A.M./P.M.] on the **[number]** business day following the date this order is signed to schedule that party's first appointment with the child custody evaluator.

The child custody evaluator shall select a date for each party's first appointment, and each party is ORDERED to appear at the initial appointment and any appointment thereafter as directed by the child custody evaluator, to facilitate the completion of the evaluation. Each party is further ORDERED to make the child[ren] available to the child custody evaluator as directed by the evaluator when these appointments occur during that party's court-ordered periods of possession of or access to the child[ren]. The party in possession of the child[ren] at the time of the other party's appointment is ORDERED to release the child[ren] to the other party for evaluation with the other party as directed by the child custody evaluator.

IT IS ORDERED that the child custody evaluator shall conduct a child custody evaluation in compliance with this order, any additional order of the Court, any local rules adopted

by the Court applicable to a child custody evaluation, and chapter 107, subchapter D of the Texas Family Code. The child custody evaluator's actions shall conform with the professional standard of care applicable to the child custody evaluator's professional license and any administrative rules, ethical standards, or guidelines by the licensing authority that licenses the evaluator. **[Include if applicable: IT IS FURTHER ORDERED that a licensed or certified interpreter may accompany the child custody evaluator in person or assist through use of audio or video conferencing technology.]**

IT IS ORDERED that the child custody evaluation shall consist of—

1. A personal interview of each party to the suit seeking conservatorship of, possession of, or access to the child[ren] the subject of this suit;
2. interviews, conducted in a developmentally appropriate manner, of each child who is the subject of the suit who is at least four years of age during a period of possession of each party to the suit but outside the presence of the party;
3. observation of each child who is the subject of the suit, regardless of the age of the child, in the presence of each party to the suit, including, as appropriate, during supervised visitation, unless contact between a party and a child is prohibited by court order or the person conducting the evaluation has good cause for not conducting the observation and states the good cause in writing provided to the parties to the suit before the completion of the evaluation;
4. an observation and, if the child is at least four years of age, an interview of any child who is not a subject of the suit who lives on a full-time basis in a residence that is the subject of the evaluation, including with other children or parties who are subjects of the evaluation, where appropriate;

5. the obtaining of information from relevant collateral sources, including the review of—

- a. relevant school records;
- b. relevant physical and mental health records of each party to the suit and each child who is the subject of the suit;
- c. relevant records of the Department of Family and Protective Services obtained under section 107.111 of the Texas Family Code;
- d. criminal history information relating to each child who is the subject of the suit, each party to the suit, and each person who lives with a party to the suit; and
- e. notwithstanding other law, records or information from any other collateral source that may have relevant information;

6. for each individual residing in a residence subject to the child custody evaluation, consideration of any criminal history information and any contact with the Department of Family and Protective Services or a law enforcement agency regarding abuse or neglect; and

7. assessment of the relationship between each child who is the subject of the suit and each party seeking possession of or access to the child.

Include the following if applicable. The following are examples only.

IT IS FURTHER ORDERED that the child custody evaluation shall consist of the following additional elements:

1. balanced interviews and observations of each child who is the subject of the suit so that a child who is interviewed or observed while in the care of one party to the suit is also interviewed or observed while in the care of each other party to the suit;

And/Or

2. an interview of each individual, including a child who is at least four years of age, residing on a full-time or part-time basis in a residence subject to the child custody evaluation;

And/Or

3. evaluation of the residence [**include if applicable:** , which [shall/shall not] include a visit to the residence,] of each party seeking conservatorship of a child who is the subject of the suit or possession of or access to the child;

And/Or

4. observation of a child who is the subject of the suit with each adult who lives in a residence that is the subject of the evaluation;

And/Or

5. an interview, if the child is at least four years of age, and observation of a child who is not the subject of the suit but who lives on a full-time or part-time basis in a residence that is the subject of the evaluation;

And/Or

6. psychometric testing, if necessary, consistent with section 107.110 of the Texas Family Code; and

And/Or

7. the performance of other tasks requested of the evaluator by the Court, including—

- a. a joint interview of the parties to the suit or
- b. the review of any other information that the Court determines is relevant.

Continue with the following.

IT IS ORDERED that each party the subject of the evaluation shall provide the child custody evaluator with all information and documents requested by the evaluator. IT IS FURTHER ORDERED that each party shall execute any and all HIPAA releases requested by the child custody evaluator within three business days of the evaluator's request that a party execute any such release.

IT IS ORDERED that any person who participates in the child custody evaluation is not a patient as that term is defined by section 611.001(1) of the Texas Health and Safety Code.

Notwithstanding any rule, standard of care, or privilege that applies to the child custody evaluator's professional license, any communication made by a participant in the child custody evaluation is subject to disclosure and may be offered in any judicial or administrative proceeding, if otherwise admissible under the rules of evidence.

IT IS ORDERED that the child custody evaluator shall prepare a written report pursuant to this order, any additional order of the Court, and section 107.113 of the Texas Family Code, containing the evaluator's findings, opinions, recommendations, and answers to specific questions asked by the Court relating to the evaluation [, including but not limited to the following question[s]:/.]

If applicable, list the court's specific questions.
The following are examples only.

Should the parties be appointed as joint managing conservators of the child[ren]?

Which party should have the exclusive right to determine the primary residence of the child[ren]?

What periods of possession of and access to the child[ren] should be ordered for each party?

Include the following if applicable. The following are examples only.

In addition, the child custody evaluator should consider the following:

Which party is best able to meet the emotional needs of the child[ren]?

Which party is best able to meet the physical needs of the child[ren]?

Should either party's possession of and access to the child[ren] be supervised?

Does either parent present a physical or emotional danger to the child[ren]?

What is the nature and quality of parental communication between the parties?

What effect does each party's communication with the other party have on the parties' parenting abilities?

What effect does each party's communication with the other party in the presence of the child[ren] have on the child[ren]?

Continue with the following.

IT IS ORDERED that the child custody evaluator shall identify in the report any basic element or any additional element that was not completed. The evaluator IS ORDERED to explain the reasons the element was not completed and include an explanation of the likely effect of the missing element on the confidence the child custody evaluator has in the evaluator's expert opinion.

IT IS ORDERED that by [date] the child custody evaluator shall file with the Court notice that the report is complete. IT IS FURTHER ORDERED that on the earlier of the date

the notice is filed or the date required under section 107.114 of the Texas Family Code, the child custody evaluator shall provide a copy of the child custody evaluation report to the attorney for each party, to any self-represented party, and to each attorney ad litem, guardian ad litem, and amicus attorney appointed in the suit. IT IS FURTHER ORDERED that each attorney is authorized to disclose a copy of the report to the client and any expert retained on behalf of the client, and any self-represented party is authorized to disclose a copy of the report to any expert retained on behalf of the party.

IT IS FURTHER ORDERED that the child custody evaluator shall maintain and retain the evaluator's records in accordance with section 107.112 of the Texas Family Code and any applicable laws, including rules applicable to the evaluator's license.

IT IS ORDERED that if the child custody evaluator discovers that the evaluator has a conflict of interest that the evaluator believes the evaluator has with, or previous knowledge (other than knowledge obtained in a court-ordered evaluation) of, a party to this suit or a child the subject of this suit, the evaluator shall immediately disclose the conflict or previous knowledge to the Court, each attorney for a party to this suit, any attorney for a child the subject of this suit, and any party to this suit who does not have an attorney. IT IS ORDERED that, after making such a disclosure, the evaluator shall resign from the appointment as evaluator unless the Court finds that the evaluator has no conflict of interest with a party to this suit or a child who is the subject of this suit and the evaluator's previous knowledge of any party to this suit or a child who is the subject of this suit is not relevant, or the parties and any attorney for a child who is the subject of this suit agree in writing to the evaluator's continued appointment as the child custody evaluator.

IT IS ORDERED that the child custody evaluator shall comply with all requirements of subchapter D of chapter 107 of the Texas Family Code, including sections 107.107 and 107.108, a copy of which is attached to this order.

IT IS ORDERED that the fees of the child custody evaluator shall be paid [[percent] percent by [name] and [percent] percent by [name]/by [name]]. [Include if applicable: Each party is responsible for that party's defined portion of cost.] [[Name]/Each party] is ordered to pay directly to the child custody evaluator the assigned fees as required by the child custody evaluator. The Court reserves the right to order a reasonable fee for the preparation of the child custody evaluation as a money judgment to be paid directly to the child custody evaluator, which judgment may be enforced by any means available under law for civil judgments. [Include if applicable: IT IS ORDERED that any costs associated with obtaining the assistance of a licensed or certified interpreter shall be paid by [[name]/[percent] percent by [name] and [percent] percent by [name]].]

IT IS ORDERED that the child custody evaluation report shall be sealed.

SIGNED on _____.

JUDGE PRESIDING

Attach a copy of Texas Family Code chapter 107, subchapter D (sections 107.101–.115).

Form 56-25

For a motion to be removed brought by the child custody evaluator, see form [56-26](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Remove Child Custody Evaluator

This Motion to Remove Child Custody Evaluator is brought by **[name of movant]**, **[party designation]** **[include if applicable: , and [name of other party], [party designation]]**. Movant[s] show[s] the Court that [all parties have agreed to the removal/good cause exists for the removal in that **[specific facts showing good cause for removal]**/the child custody evaluator has ceased to satisfy the minimum qualifications required].

The child custody evaluator [is/is not] owed outstanding fees. **[Include if applicable: The Court should make appropriate orders for payment/[specify request for allocation of payment].]**

[Name]

Attorney for **[name of movant]**

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Include the following if applicable.

[Name]
Attorney for [name of other party]
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Include certificate of conference if applicable
and if required by local rules.

Continue with the following.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in [designation and location of court].

SIGNED on _____.

Judge or Clerk

Include the following if applicable.

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for **[name of movant]**

Form 56-26

For a motion to remove child custody evaluator brought by a party or parties, see form [56-25](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion of Child Custody Evaluator to Be Removed

This Motion of Child Custody Evaluator to Be Removed is brought by [**name of movant**], the child custody evaluator appointed in this suit. Movant [requests to be removed as child custody evaluator/shows the Court that Movant has ceased to satisfy the minimum qualifications required].

Movant [is/is not] owed outstanding fees. [**Include if applicable:** The Court should make appropriate orders for payment.]

[**Name**]
Attorney for [**name of movant**]
State Bar No.:
[**E-mail address**]
[**Address**]
[**Telephone**]
[**Fax**]

Include certificate of conference if applicable and if required by local rules.

Continue with the following.

Notice of Hearing

The above motion is set for hearing on _____ at _____ .M.
in **[designation and location of court]**.

SIGNED on _____.

Judge or Clerk

Certificate of Service

I certify that a true copy of this [document/**[title of document]**] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **[date]**:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at **[e-mail address]**]/fax at **[fax number]**/personal delivery at **[address]**/commercial delivery service at **[address]**/certified mail at **[address]**/first-class mail at **[address]**]. **[Repeat for each attorney of record or party to be served.]**

[Name]

Attorney for **[name of movant]**

Form 56-27

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Removing Child Custody Evaluator

Select one of the following.

On [date] the Court considered the Motion to Remove Child Custody Evaluator of [name], [party designation] [include if applicable: , and [name], [party designation]].

Or

On [date] the Court considered the Motion of Child Custody Evaluator to Be Removed of [name], the child custody evaluator appointed in this suit.

Continue with the following.

The Court, having heard the evidence [include if applicable: and agreement of the parties], finds that the child custody evaluator should be removed. IT IS ORDERED that the child custody evaluator is hereby REMOVED.

IT IS ORDERED that the fees of [name], the child custody evaluator, shall be paid [[percent] percent by [name] and [percent] percent by [name]/by [name]]. [Include if applicable: Each party is responsible for that party's defined portion of cost.] [[Name]/Each party] is ordered to pay directly to the child custody evaluator the assigned fees as required by the child custody evaluator. IT IS ORDERED that the child custody evaluator is awarded a money judgment in the amount of \$[amount] to be paid directly to the child custody evaluator on or

before [date], which judgment may be enforced by any means available under law for civil judgments.

SIGNED on _____.

JUDGE PRESIDING

Chapter 60

Adoption of Adult

Form 60-1	Original Petition to Adopt an Adult	673
Form 60-2	Consent by Adult to Be Adopted	675
Form 60-3	Motion to Waive Attendance by Petitioner in Suit to Adopt Adult	676
Form 60-4	Motion to Waive Attendance by Adult to Be Adopted	677
Form 60-5	Order Waiving Attendance in Suit to Adopt Adult	678
Form 60-6	Final Order of Adoption of Adult.	679

Form 60-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition to Adopt an Adult

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Select one of the following.

2. This suit is brought by **[names of petitioners]**, who are adult residents of Texas and of this county. Petitioners are spouses.

[The last three numbers of **[name of first petitioner]**'s driver's license number are **[numbers]**./**[Name of first petitioner]** has not been issued a driver's license.] [The last three numbers of **[name of first petitioner]**'s Social Security number are **[numbers]**./**[Name of first petitioner]** has not been issued a Social Security number.] **[Repeat statements for second petitioner.]**

Or

2. This suit is brought by **[name of petitioner]**, who is an adult resident of Texas and of this county. Petitioner is not married.

[The last three numbers of Petitioner's driver's license number are **[numbers]**./
Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's
Social Security number are **[numbers]**./
Petitioner has not been issued a Social Security number.]

Continue with the following.

3. **[Name of adoptee]** is an adult person whom Petitioner[s] wish[es] to adopt.
4. The written consent of **[name of adoptee]** to adoption by Petitioner[s] is attached.
5. Petitioner[s] pray[s] that the Court grant an order of adoption declaring **[name of adoptee]** to be the [son/daughter] of Petitioner[s], **[name[s] of Petitioner[s] to whom adoption is to be granted]**.

Petitioner[s] pray[s] for general relief.

[Name]

Attorney for Petitioner[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach consent by adult to be adopted. See form [60-2](#).
For initial disclosures required by [Tex. R. Civ. P. 194](#)
(generally within thirty days after filing of the first
answer or general appearance), see form [5-18](#).

Form 60-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Consent by Adult to Be Adopted

Select one of the following.

I was born on [date] and am eighteen years of age or older.

Or

I was born on [date] and had my disabilities of minority removed for general purposes in Cause No. [number] in the [designation of court] [state].

Or

I was born on [date] and was legally married on [date] in [county and state].

Continue with the following.

I consent to my adoption by [name[s] of petitioner[s]].

SIGNED on _____.

[Name of adoptee]

Form 60-3

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Waive Attendance by Petitioner[s] in Suit to Adopt Adult

This motion is brought by [name[s] of movant[s]], who show[s] in support:

1. [Name[s] of movant[s]] [is a petitioner/are the petitioners] in this case.
2. Good cause exists for waiver of attendance by [name[s] of movant[s]] at the hearing in this case in that [he is/she is/they are] unable to attend because [allege facts].

[Name[s] of movant[s]] pray[s] that the Court waive the requirement that [he/she/they] attend the hearing.

SIGNED on _____.

[Name]

Attorney for Petitioner[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Form 60-4

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Motion to Waive Attendance by Adult to Be Adopted

This motion is brought by **[name of movant]**, who shows in support:

1. **[Name of movant]** is the adult whose adoption is sought by Petitioner[s] in this case.
2. Good cause exists for waiver of **[name of movant]**'s attendance at the hearing in this case in that [he/she] is unable to attend because **[allege facts]**.

[Name of movant] prays that the Court waive the requirement that [he/she] attend the hearing.

SIGNED on _____.

[Name of movant]

Form 60-5

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Waiving Attendance in Suit to Adopt Adult

Select one of the following.

A motion by [**name[s] of petitioner[s]**], Petitioner[s], requesting waiver of [his/her/their] attendance at the hearing in this case was presented to the Court.

Or

A motion by [**name of adoptee**], the adult sought to be adopted, requesting waiver of [his/her] attendance at the hearing in this case was presented to the Court.

Continue with the following.

The Court finds that [**name[s] of movant[s]**] [is/are] unable to attend and that there is good cause as set forth in the motion for [his/her/their] nonattendance.

IT IS THEREFORE ORDERED that attendance by [**name[s] of movant[s]**] at the hearing in this case is waived.

SIGNED on _____.

JUDGE PRESIDING

Form 60-6

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Final Order of Adoption of Adult

On [date] the Court heard the petition of [name[s] of petitioner[s]], [a single person/who are spouses], to adopt [name of adoptee], an adult.

Select one of the following.

Petitioner[s] appeared in person and through attorney of record, [name].

Or

Petitioner[s] appeared through attorney of record, [name], the requirement of attendance by Petitioner[s] having been waived by the Court.

Select one of the following.

The adult to be adopted appeared in person.

Or

The adult to be adopted did not appear, the requirement of attendance having been waived by the Court.

Continue with the following.

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

The Court finds that it has jurisdiction of the subject matter and parties in this case; that the adult to be adopted has consented in writing to this adoption; that all requirements of the law have been met; and that the adoption should be granted.

IT IS THEREFORE ORDERED that the adoption is granted and that [name of adoptee] is henceforth the [son/daughter] of Petitioner[s], [name[s] of petitioner[s]] for all purposes.

SIGNED on _____.

JUDGE PRESIDING

Chapter 61

Miscellaneous Litigation

Form 61-1	Original Petition for Bill of Review [for Fraud]	683
Form 61-2	Original Petition for Breach of Alimony Contract.	686
Form 61-3	Original Petition for Breach of Contract to Pay College Expenses	689
Form 61-4	Original Petition for Change of Name of Adult.	692
Form 61-5	Order Granting Change of Name of Adult.	697
Form 61-6	Original Petition for Change of Name of Child	701
Form 61-7	Order Granting Change of Name of Child.	704
Form 61-8	Application for Texas Hardship Driver License	707
Form 61-9	Original Petition for Postdivorce Division of Property	709
Form 61-10	Petition for Removal of Disabilities of Minority	713
Form 61-11	Order Appointing [Amicus Attorney/Attorney Ad Litem]	717
Form 61-12	Order Removing Disabilities of Minority	718
Form 61-13	Original Petition to Enjoin Harassing Behavior.	721
Form 61-14	Original Petition for Interference with Possessory Interest in Child	724
Form 61-15	Petition for Declaratory Judgment	728
Form 61-16	Declaratory Judgment.	730

Form 61-1

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Bill of Review
[for Fraud]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

2. This suit is brought by **[name of petitioner]**, Petitioner, who is a resident of **[county]** County, **[state]**. [The last three numbers of Petitioner's driver's license number are **[numbers]**./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are **[numbers]**./Petitioner has not been issued a Social Security number.]

Respondent is a resident of **[county]** County, **[state]**, and should be served with citation and a copy of this pleading **[include if applicable: at [address, city, state, zip code]]**.

3. On **[date]** a divorce was rendered in this Court in Cause No. **[number]**, styled "In the Matter of the Marriage of **[name]** and **[name]**." A certified copy of the decree is attached as Exhibit **[exhibit number/letter]**.

4. Petitioner was prevented by Respondent from asserting rights to a greater share of the parties' marital estate than that awarded to Petitioner in the decree. Specifically, **[state facts showing meritorious claim and extrinsic fraud]**. Petitioner's failure to assert the claim was not a result of any negligence or fault of Petitioner.

5. Petitioner has no adequate legal remedy now available to avoid the effect of the decree. Despite the exercise of due diligence, Petitioner did not discover Respondent's fraud until more than thirty days after rendition of the judgment. The invalidity of the judgment does not appear on the face of the record.

6. Petitioner requests that the Court set aside and cancel the decree rendered on [date] and order a division of the estate of the parties in a manner that the Court deems just and right.

7. Petitioner prays that citation and notice issue as required by law, that a new trial be granted, and that on final trial the Court order as follows:

The following are examples.

- a. The Agreement Incident to Divorce be set aside.
- b. The portion of the judgment in Cause No. [number] that incorporates the Agreement Incident to Divorce be set aside and vacated.
- c. The property of the parties be divided as requested above.
- d. Petitioner recover [his/her] costs of suit.

Continue with the following.

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

I, **[name of petitioner]**, Petitioner, swear under oath that the facts stated in the above Original Petition for Bill of Review are true and correct.

[Name of petitioner]

SIGNED under oath before me on _____.

Notary Public, State of Texas

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 61-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Breach of Alimony Contract

1. Discovery in this case is intended to be conducted under [level 1/level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [**Include if level 1:** Petitioner seeks only monetary relief aggregating \$100,000 or less, including damages of any kind, penalties, costs, expenses, prejudgment interest, and attorney’s fees.] [**If level 3, see form 5-1.**]

2. This suit is brought by [**name of petitioner**], Petitioner, who is a resident of [**county**], County, [**state**]. [The last three numbers of Petitioner’s driver’s license number are [**numbers**]./Petitioner has not been issued a driver’s license.] [The last three numbers of Petitioner’s Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

Respondent is [**name of respondent**], who is a resident of [**county**], County, [**state**]. Respondent should be served with process [**include if applicable:** at [**address, city, state, zip code**]].

3. Respondent, in an Agreement Incident to Divorce signed by the parties on [**date**] and incorporated and approved in a Final Decree of Divorce entered in the [**designation**] Court of [**county**] County, Texas, in Cause No. [**number**], styled “In the Matter of the Marriage of [**name**] and [**name**],” on [**date**] agreed to make payments of contractual alimony to Petitioner as follows: [**set out payment provisions of agreement**]. Certified copies of the

Agreement Incident to Divorce and Final Decree of Divorce are attached as Exhibits [**exhibit numbers/letters**] and incorporated in this petition by reference.

4. Although Petitioner has fully performed Petitioner's obligations under the agreement, Respondent has breached the agreement in failing to pay the following installments of contractual alimony: [**set out each installment due date and amount**]. Respondent currently owes \$[**amount**] in past-due installments and has failed and refused to pay this arrearage, although Petitioner has made numerous demands for payment.

5. Respondent, without just excuse, has demonstrated a clear, present, and unconditional intention not to pay the remaining installments of contractual alimony due under the agreement in that Respondent [**state acts or statements illustrating defendant's repudiation**], thereby anticipatorily repudiating Respondent's agreement to pay contractual alimony. As a result of this anticipatory breach, Petitioner has been damaged in an amount equal to the present value of the future installments of contractual alimony Petitioner would have received had Respondent fully performed Respondent's obligation under the agreement. The present value of the installments that Petitioner would have received from [**date**] through [**date**] is \$[**amount**].

Select as applicable.

6. Petitioner presented this claim to Respondent more than thirty days before filing this action, but Respondent has failed and refused to pay Petitioner the amounts owing. It was necessary to secure the services of [**name**], a licensed attorney, to collect sums owing to Petitioner, and Petitioner should be granted a judgment for attorney's fees, in accordance with chapter 38 of the Texas Civil Practice and Remedies Code.

And/Or

7. The agreement provides for payment of reasonable attorney's fees incurred in its enforcement. As a result of Respondent's failure to comply with the agreement, it was neces-

sary to secure the services of [name], a licensed attorney, to collect the sums owing to Petitioner, and Petitioner should be granted a judgment for reasonable attorney's fees.

Continue with the following.

8. Petitioner prays that citation and notice issue as required by law and that Petitioner have judgment against Respondent:

- a. For all past-due installments of contractual alimony described above, together with prejudgment and postjudgment interest on that amount at the legal rate.
- b. For the present value of all future installments of contractual alimony accruing from [date] through [date], together with prejudgment and postjudgment interest on that amount at the legal rate.
- c. For reasonable attorney's fees and costs of court.

Petitioner prays for general relief.

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Attach certified copies of the agreement incident to divorce and the final decree of divorce as exhibits.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 61-3

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Breach of Contract to Pay College Expenses

1. Discovery in this case is intended to be conducted under [level 1/level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [**Include if level 1:** Petitioner seeks only monetary relief aggregating \$100,000 or less, including damages of any kind, penalties, costs, expenses, prejudgment interest, and attorney’s fees.] [**If level 3, see form 5-1.**]

2. This action is brought by [**name of petitioner**], [**include if applicable:** formerly known as [**name**],] Petitioner, who is a resident of [**county**], County, [**state**]. [The last three numbers of Petitioner’s driver’s license number are [**numbers**]./Petitioner has not been issued a driver’s license.] [The last three numbers of Petitioner’s Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

Respondent is [**name of respondent**], who is a resident of [**county**], County, [**state**]. Respondent should be served with process [**include if applicable:** at [**address, city, state, zip code**]].

3. Respondent, as part of the [Property Settlement Agreement/Agreement Incident to Divorce] signed by the parties on [**date**] and incorporated in the [judgment/Final Decree of Divorce] entered in the [**designation**] Court of [**county**] County, Texas, in Cause No. [**number**], styled “In the Matter of the Marriage of [**name**] and [**name**],” on [**date**] agreed as follows: [**set out payment provisions of agreement**]. Certified copies of the agreement and the

[judgment/Final Decree of Divorce] are attached as Exhibits [exhibit numbers/letters] and incorporated in this petition by reference.

4. Respondent has breached the agreement in that Respondent has refused to pay the costs of [name[s] of child[ren]] to attend [name of university], which university the child[ren] [is/are] now attending, to the damage of Petitioner in an amount of \$[amount]. That amount exceeds the minimum jurisdictional limits of this Court. Petitioner has been required to expend funds for [select as applicable: tuition and required fees/books/room and board/orientation expenses/transportation/clothing/housing/supplies], which all constitute part of the costs of a college education.

5. Respondent has anticipatorily breached Respondent's obligation to pay the costs of a college education for the child[ren] as to future years in that Respondent has absolutely repudiated Respondent's obligations under the provisions of the agreement.

6. Because of Respondent's repudiation of Respondent's obligation for the costs of a college education for [name[s] of child[ren]], Petitioner requests a money judgment for the present value of the reasonably anticipated expenses of the child[ren] through a college career.

Select as applicable.

7. Petitioner presented this claim to Respondent more than thirty days before filing this action, but Respondent has failed and refused to pay Petitioner the amounts owing. It was necessary to secure the services of [name], a licensed attorney, to collect sums owing to Petitioner, and Petitioner should be granted a judgment for attorney's fees, in accordance with chapter 38 of the Texas Civil Practice and Remedies Code.

And/Or

8. The agreement provides for payment of reasonable attorney's fees incurred in its enforcement. As a result of Respondent's failure to comply with the agreement, it was neces-

sary to secure the services of [name], a licensed attorney, to collect the sums owing to Petitioner, and Petitioner should be granted a judgment for reasonable attorney's fees.

Continue with the following.

9. Petitioner prays that citation and notice issue as required by law and that Petitioner have judgment against Respondent:

- a. For all past-due college expenses described above, together with prejudgment and postjudgment interest on that amount at the legal rate.
- b. For the present value of the reasonably anticipated college expenses accruing from [date] through [date], together with prejudgment and postjudgment interest on that amount at the legal rate.
- c. For reasonable attorney's fees and costs of court.

Petitioner prays for general relief.

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

Attach certified copies of the judgment or decree and the agreement as exhibits.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 61-4

This form is intended for use in obtaining a change of name in a situation *not* involving a dissolution of marriage. See [Tex. Fam. Code §§ 6.706, 45.105](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Change of Name of Adult

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2 . if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This suit is brought by **[name of petitioner]**, Petitioner. [Petitioner resides at **[address, including county]**, Texas./Petitioner is a participant in the address confidentiality program administered by the attorney general under subchapter B of chapter 58 of the Texas Code of Criminal Procedure.] Petitioner is an adult. In accordance with section 45.102 of the Texas Family Code, the following information is supplied about Petitioner:

Full true name:

Sex:

Race:

Date of birth:

Driver's license number and state of issuance of any license issued within the past ten years:

Social Security number:

FBI or SID number, if known, or other reference number to a criminal-history record system:

4. No offense has been charged against Petitioner above the grade of class C misdemeanor.

Or

4. The following offense[s] [has/have] been charged against Petitioner above the grade of class C misdemeanor: **[specify]**

Include the following if applicable.

Case number:

Court of offense:

Repeat for each offense.

Continue with the following.

5. Petitioner has not been the subject of a final felony conviction.

Or

5. Petitioner has been the subject of a final felony conviction and has [received a certificate of discharge by the Texas Department of Criminal Justice, and not less than two years have passed from the date of receipt of discharge/completed a period of [community supervision/juvenile probation] ordered by a court, and not less than two years have passed from the date of completion of [community supervision/juvenile probation]/been pardoned]. Petitioner's change of name is in the interest or to the benefit of Petitioner and is in the interest of the public.

Or

5. Petitioner is requesting a change of name to the primary name used in Petitioner's criminal history record information.

6. Petitioner is not subject to the registration requirements of chapter 62 of the Texas Code of Criminal Procedure.

Or

6. Petitioner is subject to the registration requirements of chapter 62 of the Texas Code of Criminal Procedure. Petitioner's change of name is in the interest or to the benefit of Petitioner and is in the interest of the public, and proof that Petitioner has notified the appropriate local law enforcement authority of the proposed name change [is attached/will be provided].

Or

6. Petitioner is subject to the registration requirements of chapter 62 of the Texas Code of Criminal Procedure. Petitioner is requesting a change of name to the primary name used in Petitioner's criminal history record information, and proof that Petitioner has notified the appropriate local law enforcement authority of the proposed name change [is attached/will be provided].

7. Petitioner requests the Court to grant a change of Petitioner's name to **[first, middle, and last names as they should appear in the order]**.

8. The reason for the requested change is **[state specific reason for name change]**.

Or

8. Petitioner includes a copy of an authorization card certifying in accordance with article 58.059 of the Texas Code of Criminal Procedure that Petitioner is a participant in the

address confidentiality program administered by the attorney general under subchapter B of chapter 58 of the Texas Code of Criminal Procedure.

9. Petitioner includes with this Petition a legible and complete set of [his/her] fingerprints on a fingerprint card format acceptable to the Texas Department of Public Safety and the Federal Bureau of Investigation.

Petitioner prays that the Court grant Petitioner's Petition for Change of Name of Adult.

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

I, [name of petitioner], Petitioner, swear under oath that the facts stated in the above Original Petition for Change of Name of Adult are true and correct.

[Name of petitioner]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Include completed fingerprint card.

If appropriate, attach proof of notification of law enforcement agency of name change.

Attach authorization card certifying participation in address confidentiality program if applicable.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 61-5

This form is intended for granting a change of name in a situation *not* involving a dissolution of marriage. See [Tex. Fam. Code §§ 6.706, 45.105](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Granting Change of Name of Adult

On **[date]** the Court heard the Petition for Change of Name of Adult of **[name of petitioner]**, Petitioner.

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

The Court finds that it has jurisdiction of the case and **[name of petitioner]**.

Select one of the following.

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

Or

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

Continue with the following.

The Court finds:

1. Petitioner is an adult.

2. Petitioner's full true name is **[name]**.
3. Petitioner's sex is **[sex]**.
4. Petitioner's race is **[race]**.
5. Petitioner was born on **[date]**.
6. Petitioner's driver's license number of any license issued within the past ten years is **[driver's license number and state of issuance]**.
7. Petitioner's Social Security number is **[number]**.
8. Petitioner has no FBI number or SID number.

Or

8. Petitioner's FBI number is **[number]**. Petitioner's SID number is **[number]**.
9. No offense has been charged against Petitioner above the grade of class C misdemeanor.

Or

9. The following offense[s] [has/have] been charged against Petitioner above the grade of class C misdemeanor. The case number and the court of offense for [the/each] offense for which a warrant was issued or a charging instrument was filed or presented are as follows:

Offense:

Case number:

Court of offense:

Repeat for each offense.

10. Petitioner has not been finally convicted of a felony.

Or

10. Petitioner has been finally convicted of a felony, and the requirements of section 45.103(b) of the Texas Family Code have been met, thus allowing a change of name.

11. Petitioner is not subject to the registration requirements of chapter 62 of the Texas Code of Criminal Procedure.

Or

11. Petitioner is subject to the registration requirements of chapter 62 of the Texas Code of Criminal Procedure, and the requirements of section 45.103(c) of the Texas Family Code have been met, thus allowing a change of name.

12. [Petitioner's change of name is in the interest or to the benefit of Petitioner and is in the interest of the public./Petitioner is requesting a change of name to the primary name used in Petitioner's criminal history record information.]

Include 13. if applicable.

13. Petitioner has provided a copy of an authorization card certifying in accordance with article 58.059 of the Texas Code of Criminal Procedure that Petitioner is a participant in the address confidentiality program administered by the attorney general under subchapter B of chapter 58 of the Texas Code of Criminal Procedure.

Continue with the following.

IT IS ORDERED that Petitioner's name is changed from **[prior name]** to **[first, middle, and last names]**.

Include the following if applicable.

IT IS ORDERED that this order is confidential and that the clerk of the Court shall prohibit the release of this order to any person.

Continue with the following.

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Form 61-6

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Change of Name of Child

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This suit is brought by [**name of petitioner**], Petitioner, who is the [parent/ managing conservator/guardian of the person] of [**name of child**]. [The last three numbers of Petitioner's driver's license number are [**numbers**]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]./ Petitioner has not been issued a Social Security number.]

4. [**Name of child**] is a minor and resides in [**county**] County, Texas. [**Name of child**]'s present full legal name, address, and Social Security number are:

Name:

Address:

[**Name of child**] was born on [**date**].

5. [**Name of child**] is not subject to the continuing jurisdiction of any court.

Or

5. **[Name of child]** is subject to the continuing, exclusive jurisdiction of [this Court/ the **[designation]** Court of **[county]** County, Texas].

6. **[Name of child]** [is/is not] subject to the registration requirements of chapter 62 of the Texas Code of Criminal Procedure.

Include **7.** if applicable.

7. Respondent, **[name of respondent]**, is the [parent/possessory conservator] of **[name of child]**. [Respondent should be served with process [**include if applicable:** at **[address, city, state, zip code]**]/No service is necessary at this time.]

8. Petitioner requests the Court to grant a change of **[name of child]**'s name to **[first, middle, and last names as they should appear in the order]**.

9. The reason for the requested change is **[state specific reason for name change]**.

Include **10.** if the child is ten or older.

10. **[Name of child]**'s written consent to the change of name is attached to this petition.

11. Petitioner prays that the Court grant Petitioner's Petition for Change of Name of Child.

Include the following if applicable.

Petitioner prays that citation and notice issue as required by law.

Continue with the following.

Petitioner prays for general relief.

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

An unsworn declaration may be used in place of a verification. See form [8-27](#).

Verification

I, **[name of petitioner]**, Petitioner, swear under oath that I have personal knowledge of the facts stated in the Petition for Change of Name of Child and that they are true and correct.

[Name of petitioner]

SIGNED under oath before me on _____.

Notary Public, State of Texas

Attach the child's written consent, if applicable.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 61-7

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Granting Change of Name of Child

On [date] the Court heard the Petition for Change of Name of Child of [name of petitioner], Petitioner.

Petitioner appeared in person and by attorney of record, [name], and announced ready.

Include the following paragraph, if applicable, for each other person who appears.

Also appearing was [name], the [parent/managing conservator/guardian of the person/possessory conservator] of [name of child].

Include the following if applicable.

[Name[s]] [, 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].

Select one of the following.

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

Or

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

Continue with the following.

The Court finds:

1. This Court has jurisdiction over this case and **[name of child]**.
2. All persons entitled to citation were properly cited.
3. Petitioner is the [parent/managing conservator/guardian of the person] of **[name of child]**.
4. **[Name of child]** is a child.
5. **[Name of child]** was born on **[date]**.
6. **[Name of child]** was a resident of **[county]** County at the time the Petition for Change of Name of Child was filed.

Include [7](#). if applicable.

7. **[Name of child]** is subject to the registration requirements of chapter 62 of the Texas Code of Criminal Procedure, and the person petitioning on behalf of the child has provided the Court with proof that the child has notified the appropriate local law enforcement authority of the proposed name change.

8. The change of name requested is in the best interest of **[name of child]** **[include if applicable: and in the interest of the public]**.

Include [9](#). if applicable.

9. **[Name of child]** has consented in writing to the change of name.

Continue with the following.

IT IS ORDERED that **[name of child]**'s name is changed from **[prior name]** to **[first, middle, and last names]**.

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Explain in detail all necessary driving of minor and why others cannot perform this function: **NOTE: TRAVEL TO PARTICIPATE IN SCHOOL ACTIVITIES SUCH AS BAND, SPORTS, ETC., WILL NOT BE CONSIDERED A SUFFICIENT REASON TO ESTABLISH AN UNUSUAL ECONOMIC HARDSHIP. (TAC Title 37 §15.28)**

If additional space is needed -- attach an additional page

Texas Transportation Code Section §521.223 (e) - A person who is refused a driver license under this section may appeal to the county court of the county in which the person resides. The court may try the matter on the request of the petitioner or respondent.

Texas Transportation Code Section §521.454 - A person commits an offense if the person knowingly swears to or affirms falsely before a person authorized to take statements under oath any matter, information, or statement required by the Department in an application for an original, renewal, or duplicate driver license or certificate issued under this chapter.

TO THE PARENT: In making this application as parent or guardian of _____, I take full responsibility for the authorization of said minor to be issued a driver license. I understand that the Department may make any investigation necessary to confirm or deny any information contained in this application or information concerning early enrollment authority in a driver education course as provided in Texas Transportation Code Section 521.223.

I DO SOLEMNLY SWEAR, AFFIRM, OR CERTIFY THAT I AM THE PERSON NAMED HEREIN AND THAT THE STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT. I FURTHER CERTIFY MY RESIDENCE ADDRESS IS A: () SINGLE FAMILY DWELLING, () APARTMENT, () MOTEL, () TEMPORARY SHELTER. (check one)

Signature of Parent or Guardian

Signature of Minor

VERIFICATION

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, _____

Notary Public in and for the state of Texas/Authorized Officer

DO NOT WRITE BELOW THIS LINE -- FOR DEPARTMENT USE ONLY

Application approved this date _____ Rejected this date _____ DL-77A issued.

Applicant meets requirements under Texas Transportation Code Section 521.223.

Restrictions: _____

License number issued: _____ Application Approved/Rejected (circle one) by _____ Signature ID#

JUSTIFICATION: _____

Form 61-9

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Postdivorce Division of Property

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

2. This suit is brought by [**name of petitioner**], Petitioner, who is a resident of [**county**] County, [**state**]. [The last three numbers of Petitioner's driver's license number are [**numbers**]/Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]/Petitioner has not been issued a Social Security number.]

Respondent, [**name of respondent**], is a resident of [**county**] County, [**state**]. Respondent should be served with process **[include if applicable: at [address, city, state, zip code]]**.

Select one of the following four paragraphs as applicable.

3. On [**date**], in the [**designation**] Court of [**county**] County, Texas, a Final Decree of Divorce was rendered dissolving the marriage of Petitioner and Respondent. A certified copy of the Final Decree of Divorce is attached to this pleading as Exhibit [**exhibit number/letter**]. The Final Decree of Divorce failed to dispose of the parties' marital interest in [**description and estimated value of item of property**], although the Court had jurisdiction to do so. Petitioner requests the Court to divide the property between Petitioner and Respondent in a manner that the Court deems just and right, having due regard for the rights of each party **[include if applicable: and of the child[ren] of the marriage]**.

Or

3. On **[date]**, in the **[designation]** Court of **[county]** County, Texas, a Final Decree of Divorce was rendered dissolving the marriage of Petitioner and Respondent. A certified copy of the Final Decree of Divorce is attached to this pleading as Exhibit **[exhibit number/letter]**. The Final Decree of Divorce failed to dispose of the parties' marital interest in **[description and estimated value of item of property]**. At the time the Final Decree of Divorce was rendered, the Court lacked jurisdiction over a spouse or over the property, but the Court has subsequently acquired the requisite jurisdiction. Petitioner requests the Court to divide the property between Petitioner and Respondent in a manner that the Court deems just and right, having due regard for the rights of each party **[include if applicable: and of the child[ren] of the marriage]**.

Or

3. On **[date]**, in the **[designate court of other state]**, a Final Decree of Divorce was rendered dissolving the marriage of Petitioner and Respondent. A certified copy of the Final Decree of Divorce is attached to this pleading as Exhibit **[exhibit number/letter]**. The Final Decree of Divorce failed to dispose of the parties' marital interest in **[description and estimated value of item of property]**, although the **[designate court of other state]** had jurisdiction to do so. Petitioner requests the Court to divide the property between Petitioner and Respondent in accordance with the law of **[other state]**.

Or

3. On **[date]**, in the **[designate court of other state]**, a Final Decree of Divorce was rendered dissolving the marriage of Petitioner and Respondent. A certified copy of the Final Decree of Divorce is attached to this pleading as Exhibit **[exhibit number/letter]**. The Final Decree of Divorce failed to dispose of the parties' marital interest in **[description and estimated value of item of property]**. At the time the Final Decree of Divorce was rendered, the **[designate court of other state]** lacked jurisdiction over a spouse or over the property. This

Court has subsequently acquired the requisite jurisdiction. Petitioner requests the Court to divide the property between Petitioner and Respondent in a manner that the Court deems just and right, having due regard for the rights of each party [**include if applicable:** and of the child[ren] of the marriage].

4. This is a proceeding to divide property not divided on divorce. It was necessary for Petitioner to secure the services of [**name**], a licensed attorney, to prepare and prosecute this suit. To effect an equitable division of the property and as a part of the division, judgment for reasonable attorney's fees, expenses, and costs through final judgment after appeal should be granted against Respondent and in favor of Petitioner for the use and benefit of Petitioner's attorneys and be ordered paid directly to Petitioner's attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

5. Petitioner prays that citation and notice issue as required by law.

Petitioner prays for judgment against Respondent, finding the property in question is property not divided or awarded to a spouse in a Final Decree of Divorce, and that the Court divide the property [in a manner that the Court deems just and right, having due regard for the rights of each party [**include if applicable:** and of the child[ren] of the marriage]/in accordance with the law of [**other state**]]. Petitioner prays for attorney's fees, expenses, costs, and interest and for general relief.

[**Name**]

Attorney for Petitioner

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Attach a certified copy of the final decree of divorce as an exhibit.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 61-10

The court by order, or the Texas Supreme Court by rule or order, may remove the disabilities of minority of a minor. [Tex. Fam. Code § 31.005](#). In an appropriate case, adapt the caption accordingly.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition for Removal of Disabilities of Minority

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

2. This suit is brought by [**name of petitioner**], Petitioner, who requests the Court to remove [his/her] disabilities of minority for [general/limited] purposes. Petitioner resides at [**address, including county**]. Petitioner's date of birth is [**date**]. Petitioner is [seventeen years of age/sixteen years of age and living separate and apart from [his/her] parents, managing conservator, or guardian] and is self-supporting and managing [his/her] own financial affairs.

[The last three numbers of Petitioner's driver's license number are [**numbers**]./
Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's
Social Security number are [**numbers**]./Petitioner has not been issued a Social Security number.]

Select one of the following.

3. Petitioner's living parent[s] [is/are] as follows:

Parent: [**name of parent A**]

Residence address:

Court-appointed relationship:

[Petitioner requests that citation issue and be served on Respondent **[name]** **[include if applicable: at [address, city, state, zip code]]./No service is necessary at this time.]**

And/Or

Parent: **[name of parent B]**

Residence address:

Court-appointed relationship:

[Petitioner requests that citation issue and be served on Respondent **[name]** **[include if applicable: at [address, city, state, zip code]]./No service is necessary at this time.]**

Or

3. None of Petitioner's parents are alive.

Select one of the following.

4. Petitioner's guardian[s] [is/are] as follows:

Guardian of the person:

Residence address:

[Petitioner requests that citation issue and be served on Respondent **[name]** **[include if applicable: at [address, city, state, zip code]]./No service is necessary at this time.]**

And/Or

Guardian of the estate:

Residence address:

[Petitioner requests that citation issue and be served on Respondent **[name]** **[include if applicable: at [address, city, state, zip code]]**./No service is necessary at this time.]

Or

4. No guardian is currently appointed for the person or estate of Petitioner.

Include the following if there is a nonparent managing conservator.

5. **[Name]** is the [sole/joint] managing conservator of Petitioner and resides at **[address]**. [Petitioner requests that citation issue and be served on Respondent **[name]** **[include if applicable: at [address, city, state, zip code]]**./No service is necessary at this time.]
[If applicable, repeat for second joint managing conservator.]

Or

5. No managing conservator is currently appointed for Petitioner.

Continue with the following.

6. **[State reasons that removal of disabilities is in the child's best interest.]**

7. Petitioner requests that [his/her] disabilities of minority be removed for [general purposes/the following purposes: **[state limited purposes]**].

8. Petitioner requests the Court to appoint an amicus attorney or attorney ad litem to represent the interest of Petitioner at the hearing as required by section 31.004 of the Texas Family Code.

9. Petitioner prays that citation issue, that the Court appoint an attorney ad litem or an amicus attorney, that the Court remove Petitioner's disabilities of minority for [general purposes/the limited purposes requested], and for all other relief to which Petitioner may be entitled.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a verification. See form [8-27](#).

Verification

The undersigned states under oath: “I, [name], am the [[parent/managing conservator/ guardian of the person/attorney ad litem] of [name of petitioner]/amicus attorney]. I have read the foregoing Petition for Removal of Disabilities of Minority. I have personal knowledge of the facts in it, and they are true and correct.”

[Name of [parent/managing conservator/
guardian of the person/attorney
ad litem/amicus attorney]]

SIGNED under oath before me on _____.

Notary Public, State of Texas

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 61-11

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]**Order Appointing [Amicus Attorney/Attorney Ad Litem]**

The Court considered the request of [**name of petitioner**], Petitioner, for the appointment of an [amicus attorney/attorney ad litem] to represent Petitioner at the hearing of the Petition for Removal of Disabilities of Minority. The Court appoints [**name**] as [Amicus Attorney/Attorney Ad Litem] to represent the interest of Petitioner.

SIGNED on _____.

JUDGE PRESIDING

Form 61-12

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Order Removing Disabilities of Minority

On [date] the Court heard the Petition for Removal of Disabilities of Minority brought by [name of petitioner].

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

Respondent, [name of respondent],

Select one of the following.

appeared in person and announced ready.

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

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

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.

Repeat as needed for additional respondents.

Continue with the following.

[Name], [attorney ad litem for Petitioner/amicus attorney], appeared and announced ready.

The Court finds that Petitioner's date of birth is **[date]** and that [he/she] is a Texas resident, is [seventeen years of age/sixteen years of age and living separate and apart from [his/her] parents, managing conservator, or guardian], and is self-supporting and managing [his/her] own financial affairs. The Court finds that Petitioner is therefore entitled to file the Petition for Removal of Disabilities of Minority in accordance with section 31.001 of the Texas Family Code.

The Court finds that the pleadings of Petitioner 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 over this case and the parties and that Petitioner is a resident of **[county]** County, Texas. All persons entitled to citation were properly cited.

The Court finds that the following orders are in the best interest of Petitioner.

Select one of the following.

IT IS ORDERED that all disabilities of minority of **[name of petitioner]** are removed for general purposes. **[Name of petitioner]** has the capacity of an adult, including the capacity to contract, limited only by specific constitutional and statutory age requirements.

Or

IT IS ORDERED that the following disabilities of minority of **[name of petitioner]** are removed: **[list limited purposes for which disabilities are removed]**. IT IS ORDERED that **[name of petitioner]** is subject to all disabilities of minority not expressly removed in this order.

Continue with the following.

[Costs of court are to be borne by the party who incurred them/**[state specific apportionment of costs between parties]**.]

IT IS ORDERED that all relief requested in this case and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Form 61-13

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition to Enjoin Harassing Behavior

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

2. This suit is brought by [**name of petitioner**], Petitioner, who is a resident of [**county**] County, [**state**]. [The last three numbers of Petitioner's driver's license number are [**numbers**]/Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [**numbers**]/Petitioner has not been issued a Social Security number.]

Respondent is [**name of respondent**], who is a resident of [**county**] County, [**state**]. Respondent should be served with process [**include if applicable: at [address, city, state, zip code]]**].

3. Petitioner and Respondent were divorced on [**date**]. Since the date of divorce, Respondent has engaged in a course of conduct calculated [**generally describe respondent's conduct, e.g., to harass, embarrass, and annoy Petitioner/to destroy or significantly impair the relationship existing between Petitioner and the child[ren] of the parties/to seriously jeopardize Petitioner's employment with [name of employer]]**].

4. In particular, Respondent has [**describe in detail the conduct of respondent that adversely affects petitioner**].

5. Petitioner will suffer irreparable harm, damage, and injury unless Respondent is restrained immediately and without notice and hearing from committing the acts described above, because [**describe the manner in which the conduct of respondent is adversely affecting petitioner**].

6. Petitioner has no adequate remedy at law for the harm and damage Petitioner has suffered and is suffering as a result of Respondent's conduct. [**If the facts alleged above do not demonstrate why petitioner has no adequate remedy at law, specify why no remedy exists, e.g.:** No award of monetary damages can compensate Petitioner for the loss of the affection of Petitioner's child[ren].]

7. Petitioner requests that the Court assess an appropriate bond.

8. Petitioner prays that citation and notice issue as required by law and that:

- a. The Court issue a temporary restraining order restraining Respondent immediately and without notice from the acts set forth in this petition.
- b. After notice and hearing, the temporary restraining order be made a temporary injunction.
- c. A permanent injunction be entered on final trial enjoining Respondent permanently from the acts set forth in this petition.
- d. The Court set a bond as appropriate.
- e. Petitioner be awarded all costs of court and all further relief, at law and in equity, general and special, to which Petitioner is entitled.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

An unsworn declaration may be used in place of a verification.
See form [8-27](#).

Verification

I, **[name of petitioner]**, Petitioner, swear under oath that the facts stated in the above Original Petition to Enjoin Harassing Behavior are true and correct.

[Name of petitioner]

SIGNED under oath before me on _____.

Notary Public, State of Texas

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Forms [3-3](#) and [4-3](#) may be adapted for the appropriate TRO and injunction. Any permanent injunction rendered by the court must be issued in accordance with [Tex. R. Civ. P. 680–683](#).

Form 61-14

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition for Interference with Possessory Interest in Child[ren]

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. [If level 3, see form 5-1.]
2. This suit is brought by [name of petitioner], Petitioner, who is a resident of [county] County, [state]. [The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]
3. Respondent is [name of respondent], who is a resident of [county] County, [state]. Respondent should be served with process [include if applicable: at [address, city, state, zip code]].

Or

3. Respondent is [name of respondent]. Respondent's present whereabouts are unknown; however, [his/her] last known address is [address, city, state]. Process should be served on Respondent [include if applicable: at [that address/[address, city, state, zip code]]].

Include 4. if applicable.

4. Petitioner also joins [name] as Co-Respondent to this lawsuit, who is jointly and severally liable for [his/her] conduct in aiding and assisting the wrongful conduct of Respon-

dent. Petitioner further specifically asserts that Co-Respondent, although not a party to the suit in which the court order was issued, had actual notice of the existence and contents of the order or had reasonable cause to believe that the child[ren] [was/were] the subject of a court order and that [his/her] actions were likely to violate the order.

Co-Respondent should be served with process [**include if applicable:** at [address, city, state, zip code]].

5. Petitioner has a possessory interest in the following child[ren]:

Name:

Sex:

Birth date:

Possessory interest:

Repeat above information for each additional child.

The possessory interest arises by virtue of a court order, a certified copy of which is attached to this petition.

6. Petitioner asserts that Respondent [**include if applicable:** and Co-Respondent] [has/have] [taken or retained possession of the child[ren]/[and]/concealed the whereabouts of the child[ren]] in violation of the court order. Petitioner asserts the following specific violations: [**specify violations of court order**].

7. As the result of the wrongful and unlawful actions of Respondent [**include if applicable:** and Co-Respondent], Petitioner seeks recovery of damages under chapter 42 of the Texas Family Code. Petitioner should be awarded the following damages:

- a. The actual costs and expenses of Petitioner, including reasonable attorney's fees, in locating the child[ren] who [is/are] the subject of the court order.
- b. The actual costs and expenses of Petitioner, including reasonable attorney's fees, in recovering possession of the child[ren].
- c. The actual costs and expenses, including reasonable attorney's fees, incurred by Petitioner in enforcing the court order that was violated.
- d. The actual costs and expenses, including reasonable attorney's fees, of bringing this suit under chapter 42 of the Texas Family Code.
- e. The value of mental suffering and anguish incurred by Petitioner as the result of the violation of the court order.

Include 8. if applicable.

8. Because Respondent [**include if applicable:** and Co-Respondent] acted with malice and/or intent to cause harm to Petitioner, Petitioner should be awarded exemplary damages in the amount of \$[**amount**].

9. Petitioner prays that citation and notice issue as required by law.

Petitioner prays for judgment against Respondent [**include if applicable:** and Co-Respondent, jointly and severally,] for the damages set forth above and for prejudgment interest and postjudgment interest as provided by law.

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Attach a certified copy of the court order.

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 61-15

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Petition for Declaratory Judgment

1. Discovery in this case is intended to be conducted under [level 2/level 3] of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

2. Petitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

3. This suit is brought by **[name of petitioner]**, Petitioner, who is a resident of **[county]** County, **[state]**. [The last three numbers of Petitioner's driver's license number are **[numbers]**.]/Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are **[numbers]**.]/Petitioner has not been issued a Social Security number.]

Respondent is **[name of respondent]**.

Select one of the following.

Process should be served **[include if applicable: at [address, city, state, zip code]]**.

No service is necessary at this time.

4. Petitioner seeks a declaratory judgment for **[set out specific relief sought]**.

5. It was necessary to secure the services of [**name of attorney**], a licensed attorney, to enforce and protect the rights of [**name of petitioner**]. Respondent should be ordered to pay reasonable attorney's fees, expenses, and costs, and a judgment should be rendered against Respondent. Petitioner requests postjudgment interest as allowed by law.

Petitioner prays that citation and notice issue as required by law, that the Court render judgment [**specify relief sought**], [**include if applicable**: for a judgment for \$[**amount**],] for attorney's fees, expenses, costs, and interest, and for all further relief authorized by law.

[**Name**]

Attorney for Petitioner

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18 .

Form 61-16

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Declaratory Judgment

On **[date]** the Court heard Petitioner's Petition for Declaratory Judgment.

Appearances

Petitioner, **[name of petitioner]**,

Select one of the following.

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

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

appeared in person and announced ready for trial.

Respondent, **[name of respondent]**,

Select one of the following.

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

appeared in person and, having waived the right to counsel, announced ready for trial.

Jurisdiction

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction over the subject matter and the parties in this case. All persons entitled to citation were properly cited.

Record

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

Jury

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

Or

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

Relief Granted

IT IS ORDERED as follows:

Set out in specific language the complete terms of the judgment.

Attorney's Fees

IT IS ORDERED that good cause exists to award [**name of attorney**] judgment in the amount of [**number**] dollars (\$[**amount**]) for reasonable attorney's fees, expenses, and costs incurred by [**name of party**], with interest at [**percent**] percent per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against [**name of petitioner/respondent**], [Petitioner/Respondent].

IT IS FURTHER ORDERED that **[name]** is awarded a judgment of **[number]** dollars (\$**[amount]**) against **[name]** for attorney's fees on appeal for the benefit of **[his/her]** attorney, **[name]**. The judgment shall bear interest at **[percent]** percent per year compounded annually from the date the award is made final by the appropriate appellate court's judgment, for which let execution issue.

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

Following are some of the levels of attorney's fees that may be included in the appellate process. For a more complete listing that should be considered in proving up appellate attorney's fees, see the practice notes at section [23.10](#).

IT IS ORDERED that **[name]** shall be entitled to a remittitur of **[number]** dollars (\$**[amount]**) if a petition for review is granted by the Supreme Court of Texas but oral argument is not granted.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if briefing on the merits is not requested by the Supreme Court of Texas.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if a responsive brief to the petition for review is not requested by the Supreme Court of Texas.

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

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if there is no oral argument in the court of appeals.

IT IS ORDERED that **[name]** shall be entitled to a further remittitur of **[number]** dollars (\$**[amount]**) if an appellate brief is not filed with the court of appeals.

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

Costs

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

Or

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

Or

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

Or

IT IS ORDERED 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.

Include the following if applicable.

Merger of [Mediated/Collaborative Law/Informal] Settlement Agreement

This order is stipulated to represent a merger of a [mediated/collaborative law/informal] settlement agreement dated **[date]** between the parties. To the extent there exist any differences between the [mediated/collaborative law/informal] settlement agreement and this order, this order shall control in all instances.

Include the following if applicable.

[Discharge from] Discovery Retention Requirement

IT IS ORDERED 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.

Or

IT IS ORDERED that any persons required to serve discovery materials shall maintain, for a period of [number] months after this order 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 that the discovery materials shall be maintained while the appeal is pending.

Continue with the following.

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied. All other terms of the prior orders not specifically modified in this order shall remain in full force and effect.

Date of Order

Select one of the following.

SIGNED on _____.

Or

This order 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 _____.

Continue with the following.

JUDGE PRESIDING

Include the following in all orders unless there is a motion to sign order.

APPROVED AS TO FORM ONLY:

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

[Name]
Attorney for Respondent
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

If the parties agree to all the terms of the order and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Chapter 62

Annulment and Suit to Declare Marriage Void

Form 62-1	Parent’s Original Petition to Annul Underage Marriage	739
Form 62-2	Original Petition to Annul Marriage	745
Form 62-3	Waiver of Service.	753
Form 62-4	Respondent’s Original Answer [to Petition to Annul Marriage]	756
Form 62-5	Decree of Annulment	762
Form 62-6	Original Petition to Declare Marriage Void.	769
Form 62-7	Respondent’s Original Answer [to Petition to Declare Marriage Void]	776
Form 62-8	Decree Declaring Marriage Void.	779

Form 62-1

This form pertains only to a *marriage entered before September 1, 2017*. (The marriage of an unemancipated person under eighteen years of age entered on or after that date is void.) This form is to be used for a petition to annul such a marriage brought by a parent, managing conservator, or guardian of an underage party to the marriage. For a petition to annul a marriage brought by the underage party after reaching the age of eighteen, see form 62-2. Under certain circumstances, a guardian ad litem must be appointed for an underage party. See [Tex. R. Civ. P. 173.2](#). For a form for the appointment of a guardian ad litem for a minor, see form 53-10. See sections 6.102–.103 of the Texas Family Code concerning time limitations.

If suit is brought by the managing conservator or guardian, rather than by a parent, the title of the form should be changed accordingly.

This petition is written for the situation in which there is no child of the marriage. If there is such a child, adapt paragraph 8. and include appropriate provisions for a suit affecting the parent-child relationship. See form 3-1.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Parent's Original Petition to Annul Underage Marriage**1. Discovery Level**
*TRCP 190.1**1. Discovery Level*

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form 5-1.]**

Include 2. if applicable.

**2. Objection to Assignment of
Case to Associate Judge**
§ 201.005

2. Objection to Assignment of Case to Associate Judge

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. Parties
§§ 6.102–.103;
TCPRC § 30.014

3. Parties

This suit for annulment is brought by [**name of petitioner**], Petitioner.
[The last three numbers of Petitioner's driver's license number are [**numbers**]./
Petitioner has not been issued a driver's license.] [The last three numbers of
Petitioner's Social Security number are [**numbers**]./Petitioner has not been
issued a Social Security number.]

Petitioner is a [parent/managing conservator/guardian] of Respondent
[**name of underage spouse**]. [**Name of other spouse**] is also Respondent in this
action.

4. Jurisdiction
§ 6.306(a)

4. Jurisdiction

4.A. Marriage in Texas

[**Name**] and [**name**] were married in Texas.

Or

4.B. Domicile in Texas

[**Name of spouse domiciled in Texas**] is domiciled in Texas.

5. Service*5. Service***5.A. First Respondent****5.A.1. Personal Service**

Process should be served on Respondent [name] [include if applicable: at [address, city, state, zip code]].

Or

5.A.2. Waiver

No service on Respondent [name] is necessary at this time.

5.B. Second Respondent**5.B.1. Personal Service**

Process should be served on Respondent [name] [include if applicable: at [address, city, state, zip code]].

Or

5.B.2. Waiver

No service on Respondent [name] is necessary at this time.

6. Protective Order Statement

§ 6.405

6. Protective Order Statement

Select 6.A. if no order is in effect and no application is pending. Include 6.B. if one or more orders are in effect. Include 6.C. if one or more applications are pending.

6.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Proce-

dure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

6.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

6.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

7. Grounds
§ 6.102

7. Grounds

Respondents were married on [date]. Respondent [name of underage spouse] was less than eighteen years of age at the time of the marriage and is less than eighteen years of age at the time of the filing of this petition. The marriage was performed without parental consent or a court order as required by law.

8. No Child

8. No Child of Marriage

No child was born or adopted of the marriage of Respondents, and none is expected.

9. Property

9. Property

**9.A. No Property Except
Personal Effects**

No community property was accumulated by the parties during the existence of their marriage other than personal effects, which should be awarded to the person having possession.

Or

9.B. Division by Court

Property was accumulated during the marriage of the parties that should be divided in an equitable manner by the Court, as provided by law.

10. Confirmation or Change of Name

§§ 6.706, 45.105

10. [Confirmation/Change] of Name

The name of Respondent **[name]** before the marriage was **[former name]**. Petitioner requests that this former name be confirmed by the Court as the lawful name of Respondent **[name]**.

Or

Petitioner requests that the name of Respondent **[name]** be changed to **[former name]**.

11. Prayer

- *Required in all Petitions*

11. Prayer

Petitioner prays that Respondents be cited to appear and answer this petition.

Petitioner prays that the Court annul the marriage of Respondents.

Petitioner prays for general relief.

[Name]
 Attorney for Petitioner
 State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18 .

Form 62-2

This form is to be used for a petition to annul a marriage brought by one of the parties to the marriage. If the petitioner is a minor, suit must be by next friend. For a petition to annul a marriage brought by a parent, managing conservator, or guardian of an underage party to a marriage entered before September 1, 2017, see form [62-1](#).

This petition is written for the situation in which there is no child of the marriage. If there is such a child, or if the parties are intended parents under a gestational agreement, adapt paragraph [8](#). and include appropriate provisions for a suit affecting the parent-child relationship. See form [3-1](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition to Annul Marriage**1. *Discovery Level***
*TRCP 190.1**1. *Discovery Level**

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form [5-1](#).]**

Include 2 . if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
*§ 201.005**2. *Objection to Assignment of Case to Associate Judge**

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. Parties
TCPRC § 30.014

3. Parties

3.A. Adult Petitioner

This suit is brought by [name of petitioner], Petitioner. [The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

Respondent is [name of respondent].

Or

3.B. Minor Petitioner

This suit is brought by [name of next friend], next friend for Petitioner [name of petitioner]. [The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

Respondent is [name of respondent].

4. Jurisdiction
§ 6.306(a)

4. Jurisdiction

4.A. Marriage in Texas

[Name of petitioner] and [name of respondent] were married in Texas.

Or

4.B. Domicile in Texas

[Name] is domiciled in Texas.

5. Service**5. Service****5.A. Personal Service**

Process should be served on Respondent [**include if applicable:** at
[address, city, state, zip code]].

Or

5.B. Waiver

No service on Respondent is necessary at this time.

6. Protective Order Statement

§ 6.405

6. Protective Order Statement

Select [6.A.](#) if no order is in effect and no application is pending. Include [6.B.](#) if one or more orders are in effect. Include [6.C.](#) if one or more applications are pending.

6.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

6.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code

of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [designation] Court in Cause No. [number] and was entered on [date]. A copy of the order is [attached to this petition as Exhibit [exhibit number/letter]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. **[Repeat as applicable if more than one order is in effect.]**

6.C. Application Pending

An application for [include as applicable: a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [date] in the [designation] Court in Cause No. [number]. **[Repeat as applicable if more than one application is pending.]**

7. Grounds

7. *Grounds*

Select one of 7.A.–7.H.

**7.A. Underage—Marriage before
September 1, 2017**
§ 6.102

This ground applies only to marriages entered before Sept. 1, 2017. The marriage of an unemancipated person under eighteen years of age entered on or after that date is void. [Tex. Fam. Code § 6.205](#). See form 62-6. Although the statute does not say so, presumably the underage party could sue after coming of age if he had not ratified the marriage by voluntarily cohabiting after age eighteen.

Petitioner and Respondent were married on [date]. Petitioner was less than eighteen years of age at the time of the marriage. The marriage was performed without parental consent or a court order as required by law.

**7.B. Under Influence of Alcohol
or Narcotics**
§ 6.105

Petitioner and Respondent were married on [date]. At the time of the marriage, Petitioner was under the influence of [alcoholic beverages/narcotics], and as a result Petitioner did not have the capacity to consent to the marriage. Petitioner has not voluntarily cohabited with Respondent since the effects of the [alcoholic beverages/narcotics] ended.

7.C. Impotency
§ 6.106

Petitioner and Respondent were married on [date]. At the time of the marriage, [Respondent/Petitioner] was permanently impotent and Petitioner did not know of the impotency. Petitioner has not voluntarily cohabited with Respondent since learning of the impotency.

7.D. Fraud, Duress, or Force
§ 6.107

Petitioner and Respondent were married on [date]. Respondent induced Petitioner to enter into the marriage by [fraud/duress/force]. Petitioner has not

voluntarily cohabited with Respondent since [learning of the fraud/being released from the duress/being released from the force].

**7.E. Petitioner's Mental
Incompetency**
§ 6.108

Petitioner and Respondent were married on [date]. At the time of the marriage, Petitioner did not have the mental capacity to consent to marriage or to understand the nature of the marriage ceremony because of a mental disease or defect. Since the marriage ceremony, Petitioner has not voluntarily cohabited with Respondent during any period when Petitioner possessed the mental capacity to recognize the marriage relationship.

**7.F. Respondent's Mental
Incompetency**
§ 6.108(b)

Petitioner and Respondent were married on [date]. At the time of the marriage, Respondent did not have the mental capacity to consent to marriage or to understand the nature of the marriage ceremony because of a mental disease or defect. Petitioner neither knew nor reasonably should have known of the mental disease or defect. Petitioner has not voluntarily cohabited with Respondent since Petitioner discovered, or reasonably should have discovered, the mental disease or defect.

7.G. Concealed Divorce
§ 6.109

Petitioner and Respondent were married on [date]. Respondent was divorced from a third party on or about [date], which was within thirty days preceding the date of the marriage ceremony of Petitioner and Respondent. At the time of the marriage ceremony, Petitioner did not know, and a reasonably prudent person would not have known, of Respondent's divorce. Petitioner has

not voluntarily cohabited with Respondent since Petitioner discovered, or a reasonably prudent person would have discovered, the fact of the divorce.

**7.H. Marriage within 72 Hours
after License Issued**
§ 6.110

Petitioner and Respondent were married on [date], at [time]. The license for the marriage was issued on [date], at [time], less than seventy-two hours before the marriage. At the time of the marriage, neither Petitioner nor Respondent was a member of the U.S. Armed Forces on active duty, and no court order permitting the marriage within the seventy-two-hour period had been issued.

8. No Child

8. No Child of Marriage

No child was born or adopted of the marriage of Petitioner and Respondent, and none is expected.

9. Property

9. Property

**9.A. No Property Except
Personal Effects**

No community property was accumulated by the parties during the marriage other than personal effects, which should be awarded to the person having possession.

Or

9.B. Division by Court

The parties during their marriage accumulated property that should be divided in an equitable manner by the Court.

10. Confirmation or Change of Name

§§ 6.706, 45.105

10. [Confirmation/Change] of Name

[Petitioner's/Respondent's] name before the marriage was [**former name**], and this former name should be confirmed by the Court as the lawful name of [Petitioner/Respondent].

Or

Petitioner requests a change of name to [**former name**].

11. Prayer

- *Required in All Petitions*

11. Prayer

Petitioner prays that Respondent be cited to appear and answer this petition.

Petitioner prays that the Court annul the marriage of Petitioner and Respondent.

Petitioner prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 62-3

This waiver may be tailored for a variety of purposes through the choice of alternative paragraphs. These purposes include providing a total waiver of all notice, obtaining an appearance by a pro se respondent, and accommodating a respondent who will be represented by counsel and wishes to participate in the proceedings but *not* to be served with citation.

The waiver, to be valid, must be executed *after* the suit is filed. The waiver must be sworn to before a *notary public who is not an attorney in the case*, unless the respondent is incarcerated; in that situation, an unsworn declaration under [Tex. Civ. Prac. & Rem. Code § 132.001](#) may be used. The respondent may not sign using a digitized signature. [Tex. Fam. Code § 6.4035](#). Concerning conversion of this form to an unsworn declaration for an incarcerated respondent, see form [8-27](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Waiver of Service

[Name of respondent] appeared in person before me today and stated under oath:

“I, **[name of respondent]**, am the person named as Respondent in this case.

“I acknowledge that I have been provided a copy of **[title or description of pleading]** filed in this case. I have read and understand the contents of that document.

“I understand that the Texas Rules of Civil Procedure require, in most instances, that a party or respondent be served with citation. I do not want to be served with citation, and I waive the issuance and service of citation.

“I enter my appearance in this case for all purposes.

Select among the following as applicable. Some statements are inconsistent with others.

“I waive the making of a record of testimony in this case.

And/Or

“I agree that this case may be taken up and considered by the Court without further notice to me.

And/Or

“I agree that the case may be decided by the presiding Judge of the Court or by a duly appointed Associate Judge of the Court.

And/Or

“I want to be notified of any hearing or trial of this case.

And/Or

“I do not waive any rights that I may have with regard to the division of my interest in my spouse’s and my property.

And/Or

“I request the Court to order that my legal name be **[name]**.

And/Or

“If I should enter into a settlement agreement with Petitioner, that agreement will bear my signature indicating my approval of its terms, conditions, and contents.

And/Or

“I request the Court not to enter any orders or judgment not signed by me or without my receiving prior written notice of the date, time, and place of any proceedings.

And/Or

“I understand that I have a duty to notify the attorney for Petitioner if I change my address. I understand that, unless I notify the attorney for Petitioner of any such change in

writing, any notices that I might otherwise be entitled to receive with regard to disposition of this proceeding will be forwarded to me at the address indicated below.

And/Or

“Insofar as this suit is concerned, I waive all rights, privileges, and exemptions existing or that may hereafter exist in my favor under the Servicemembers Civil Relief Act, including the appointment of counsel to represent me in this case.

Continue with the following.

“I further state that the following information is correct and that my—

Mailing address is:

E-mail address is:

Telephone number is:

“I further understand that I have a duty to notify the Court if my mailing address or e-mail address changes during this proceeding.”

[Name of respondent]

SIGNED under oath 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.

Form 62-4

This answer is written for the situation in which there is no child of the marriage. If there is such a child, include appropriate provisions for a suit affecting the parent-child relationship. See form [3-16](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Respondent's Original Answer
[to Petition to Annul Marriage]

Respondent, [**name of respondent**], files this Original Answer to Original Petition to Annul Marriage. [**Include the following if this is respondent's initial pleading:** [The last three numbers of Respondent's driver's license number are [**numbers**]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [**numbers**]./Respondent has not been issued a Social Security number.]]

1. Denial*1. Denial***1.A. Some Allegations Admitted**

Respondent admits the allegations in paragraphs [**specify**] of the original petition and denies every other allegation in the original petition.

Or

1.B. General Denial

Respondent enters a general denial.

Include the following if applicable.

**2. Objection to Assignment of
Case to Associate Judge**
§ 201.005

2. Objection to Assignment of Case to Associate Judge

Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

Continue with the following as applicable.

3. Affirmative Defenses

3. Affirmative Defense[s]

Select among 3.A.–3.F. as applicable.

3.A. Party 18 or Older
§ 6.103

The suit filed by Petitioner was brought after the child reached eighteen years of age and is therefore barred under section 6.103 of the Texas Family Code.

**3.B. Marriage under Influence of
Alcohol or Narcotics;
Impotency; Fraud, Duress,
or Force**
§§ 6.105–.107

Petitioner has voluntarily cohabited with Respondent since [the effects of the alcoholic beverages or narcotics ended/learning of the impotency/learning of the fraud/being released from the [duress/force]].

**3.C. Party's Mental
Incompetency**
§ 6.108

Since the marriage ceremony, Petitioner has voluntarily cohabited with Respondent during periods when Petitioner possessed the mental capacity to recognize the marriage relationship.

Or

At the time of the marriage, Petitioner knew or reasonably should have known of the mental disease or defect.

And/Or

Petitioner has voluntarily cohabited with Respondent since Petitioner discovered or reasonably should have discovered the mental disease or defect.

3.D. Concealed Divorce
§ 6.109

At the time of the marriage ceremony, Petitioner knew, or a reasonably prudent person would have known, of Respondent's divorce.

And/Or

Petitioner has voluntarily cohabited with Respondent since Petitioner discovered, or a reasonably prudent person would have discovered, the fact of Respondent's divorce.

**3.E. Marriage within 72 Hours
after License Issued**
§§ 2.204(b), 6.110

At the time of the marriage, [Petitioner/Respondent] was a member of the U.S. Armed Forces and was on active duty.

Or

At the time of the marriage, [Petitioner/Respondent] was not a member of the U.S. Armed Forces but performed work for the United States Department of Defense [as a department employee/under a contract with the department].

And/Or

The [specify] Court of [county] County, Texas, issued an order on [date] permitting the marriage ceremony of Petitioner and Respondent to take place during the seventy-two-hour period immediately following issuance of the license.

And/Or

The suit filed by Petitioner was not brought within thirty days after the date of the marriage.

**3.F. Suit Instituted after Death of
a Party**
§ 6.111

The suit filed by Petitioner [include if applicable: , [as next friend/the [parent/managing conservator/guardian of the person]] of the child,] was instituted after the death of [name of party].

If pleadings regarding property or attorney's fees are desired, adapt appropriate sections of form [3-16](#).

4. Prayer

4. Prayer

• *Required in All Petitions*

Respondent prays that all relief prayed for by Petitioner be denied and that the Court grant the relief requested in this answer.

Include the following if applicable.

- *Request for Jury Trial*

Respondent requests a jury trial and pays the jury fee of \$[amount].

Continue with the following.

- *Required*

Respondent prays for general relief.

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[title of document]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [date]:

[Name of attorney of record or party to be served] by [electronic filing manager/e-mail at [e-mail address]/fax at [fax number]/personal delivery at [address]/commercial delivery service at [address]/certified mail at [address]/first-class mail at [address]]. [Repeat for each attorney of record or party to be served.]

[Name]

Attorney for Respondent

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 62-5

This decree is written for the situation in which there is no child of the marriage. If there is such a child, adapt paragraph 5. and include appropriate provisions for a suit affecting the parent-child relationship. See form 23-1.

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Decree of Annulment

1. Date of Hearing

On [date] the Court heard this case.

2. Appearances

Appearances

2.A. Petitioner

1. In Person and by Attorney

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

Or

2. Agreement

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.

2.B. Respondent[s]

Respondent, [name of respondent],

Select one of the following.

1. *In Person*

appeared in person and announced ready for trial.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Did Not Appear (Agreement)*

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

7. *Did Not Appear (Default after Appearance)*

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

Repeat [2.B.](#) if there are two respondents.

3. Record*Record***3.A. Waived**

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

Or

3.B. Reporter

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

4. Jurisdiction*Jurisdiction*

The Court, after examining the record and listening to the evidence and argument of counsel, finds that it has jurisdiction over this case and the parties in that [the marriage the subject of this suit occurred/[**name of party**] is domiciled] in Texas. All persons entitled to citation were properly cited.

5. Findings*Findings*

A jury was waived, and all questions of fact and of law were submitted to the Court. The Court finds that the material allegations in the [Parent's] Original Petition to Annul [Underage] Marriage are substantially correct and have been proved by full and satisfactory evidence. The Court finds that the marriage of [**name**] and [**name**] is voidable and subject to annulment and that the marriage should be annulled as prayed for by Petitioner.

The Court further finds that no child was born or adopted of the marriage of [name] and [name] and that no community property was accumulated by the parties during the existence of the marriage other than personal effects.

6. Annulment Granted

Annulment

IT IS THEREFORE ORDERED AND DECREED that the marriage between [name] and [name] is null and void.

7. Property

Property

IT IS FURTHER ORDERED AND DECREED that each party take as [his or her/his/her] sole and separate property all the property that is presently in [his or her/his/her] possession.

8. Name

Name

IT IS FURTHER ORDERED AND DECREED that [former name] is the name of [Petitioner/Respondent/the Respondent formerly known as [prior name]].

9. Court Costs

Court Costs

All costs of court expended in this case are adjudged against [[name], Respondent/[name], Petitioner/the party who incurred them], for which let execution issue.

10. Relief Not Granted

- *Required in All Decrees*

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied.

11. Date of Decree

Date of Decree

Select one of the following.

SIGNED on _____.

Or

This Decree of Annulment 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 day, but signed on

_____.

Continue with the following.

JUDGE PRESIDING

Include the following in all decrees unless there is a motion to sign decree.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent[s]

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Repeat if there are two respondents represented by different attorneys.

If the parties agree to all the terms of the judgment and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

Repeat if there are two respondents.

If findings and orders regarding other property division and/or attorney's fees are needed, refer to form [23-1](#) for appropriate language to substitute and/or add.

Complete information on suit affecting the family relationship
(form [56-18](#)).

Form 62-6

This form is to be used only for a petition to have declared void a marriage that is void as a matter of law under the provisions of [Tex. Fam. Code ch. 6](#), subch. C.

This petition is written for the situation in which there is no child of the marriage. If there is such a child, or if the parties are intended parents under a gestational agreement, adapt paragraph [8](#). and include appropriate provisions for a suit affecting the parent-child relationship. See form [3-1](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Original Petition to Declare Marriage Void**1. *Discovery Level***
*TRCP 190.1**1. *Discovery Level**

Discovery in this case is intended to be conducted under [level 2/level 3]
of rule 190 of the Texas Rules of Civil Procedure. **[If level 3, see form [5-1](#).]**

Include 2 . if applicable.

**2. *Objection to Assignment of
Case to Associate Judge***
*§ 201.005**2. *Objection to Assignment of Case to Associate Judge**

Petitioner objects to the assignment of this matter to an associate judge
for a trial on the merits or presiding at a jury trial.

3. Parties
TCPRC § 30.014

3. Parties

This suit is brought by [name of petitioner], Petitioner. [The last three numbers of Petitioner's driver's license number are [numbers]./Petitioner has not been issued a driver's license.] [The last three numbers of Petitioner's Social Security number are [numbers]./Petitioner has not been issued a Social Security number.]

Respondent is [name of respondent].

4. Jurisdiction
§ 6.307(a)

4. Jurisdiction

4.A. Purported Marriage in Texas

The purported marriage of Petitioner and Respondent was contracted in Texas.

Or

4.B. Domicile in Texas

[Name of party] is domiciled in Texas.

5. Service

5. Service

5.A. Personal Service

Process should be served on Respondent [include if applicable: at [address, city, state, zip code]].

Or

5.B. Waiver

No service is necessary at this time.

6. Protective Order Statement
§ 6.405**6. Protective Order Statement**

Select **6.A.** if no order is in effect and no application is pending. Include **6.B.** if one or more orders are in effect. Include **6.C.** if one or more applications are pending.

6.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no application for any such order is pending.

6.B. Order Issued

[**Include as applicable:** A protective order under title 4 of the Texas Family Code/A protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/An order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] in regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit was issued by the [**designation**] Court in Cause No. [**number**] and was entered on [**date**]. A copy of the order is [attached to this petition as Exhibit [**exhibit number/letter**]/not available at this time, but a copy of the order will be filed with the Court before any hearing]. [**Repeat as applicable if more than one order is in effect.**]

6.C. Application Pending

An application for [**include as applicable:** a protective order under title 4 of the Texas Family Code/a protective order under subchapter A, chapter 7B, of the Texas Code of Criminal Procedure/an order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure] is pending with regard to [a party/[a] child[ren] of a party/a party to this suit and [a] child[ren] of a party] to this suit. The application for [protective order/order for emergency protection] was filed on [**date**] in the [**designation**] Court in Cause No. [**number**]. [**Repeat as applicable if more than one application is pending.**]

7. Grounds*7. Grounds*

Select 7.A. , 7.B. , 7.C. , or 7.D.

7.A. Consanguinity
§ 6.201

Petitioner and Respondent entered into a purported marriage on [**date**]. The purported marriage is void because Petitioner and Respondent are related by consanguinity, in that Respondent is

Select one of the following.

7.A.1. Ancestor/Descendant

[an ancestor/a descendant] of Petitioner by [blood/adoption].

7.A.2. Sibling

a [brother/sister] of Petitioner by [the whole blood/the half blood/adoption].

7.A.3. Aunt/Uncle/Niece/Nephew

[an aunt/an uncle/a niece/a nephew] of Petitioner by [the whole blood/the half blood/adoption].

7.B. Existence of Prior Marriage

§ 6.202(a)

Petitioner and Respondent entered into a purported marriage on [date].

The purported marriage is void and of no effect under the provisions of section 6.202 of the Texas Family Code because Respondent was already legally married. The prior marriage of Respondent was to [name] and occurred on or about [date]. Respondent's marriage to [name] was never dissolved by divorce or annulment or terminated by the death of [name].

7.C. Marriage of Minor

§ 6.205

**7.C.1. Marriage Entered before
September 1, 2017**

Petitioner and Respondent entered into a purported marriage on [date].

The purported marriage is void because [Petitioner/Respondent] was younger than sixteen years of age at the time of the purported marriage. The marriage was performed without a court order as required by law.

Or

**7.C.2. Marriage Entered on or
after September 1, 2017**

Petitioner and Respondent entered into a purported marriage on [date].

The purported marriage is void because [Petitioner/Respondent] was younger than eighteen years of age at the time of the purported marriage and the marriage was performed without a court order removing [Petitioner/Respondent]'s disabilities of minority for general purposes, as required by law.

**7.D. Stepchild/Stepparent
Relationship**
§ 6.206

Petitioner and Respondent entered into a purported marriage on [date].
The purported marriage is void because Petitioner is a [current/former] [step-
child/stepparent] of Respondent.

8. No Child

8. No Child

No child was born or adopted of the purported marriage of Petitioner
and Respondent, and none is expected.

9. Property

9. Property

**9.A. No Property Except
Personal Effects**

No community property was accumulated by the parties during the
existence of the purported marriage other than personal effects, which should
be awarded to the party having possession.

Or

9.B. Division by Court

The parties, during the existence of the purported marriage, accumulated
property that should be divided in an equitable manner by the Court, as pro-
vided by law.

**10. Confirmation or Change of
Name**
§ 45.105

10. [Confirmation/Change] of Name

[Petitioner's/Respondent's] name before the purported marriage was [former name], and this former name should be confirmed by the Court as the lawful name of [Petitioner/Respondent].

Or

Petitioner requests a change of name to [former name].

11. Prayer

- *Required in All Petitions*

11. Prayer

Petitioner prays that Respondent be cited to appear and answer this petition.

Petitioner prays that the Court enter its order declaring void the marriage of Petitioner and Respondent.

Petitioner prays for general relief.

[Name]
Attorney for Petitioner
State Bar No.:
[E-mail address]
[Address]
[Telephone]
[Fax]

For initial disclosures required by [Tex. R. Civ. P. 194](#) (generally within thirty days after filing of the first answer or general appearance), see form [5-18](#).

Form 62-7

This answer is written for the situation in which there is no child of the marriage. If there is such a child, include appropriate provisions for a suit affecting the parent-child relationship. See form 3-16.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Respondent's Original Answer
[to Petition to Declare Marriage Void]

Respondent, [**name of respondent**], files this Original Answer to Original Petition to Declare Marriage Void. [**Include the following if this is respondent's initial pleading:** [The last three numbers of Respondent's driver's license number are [**numbers**]./Respondent has not been issued a driver's license.] [The last three numbers of Respondent's Social Security number are [**numbers**]./Respondent has not been issued a Social Security number.]]

1. Denial*1. Denial***1.A. Some Allegations Admitted**

Respondent admits the allegations in paragraphs [**specify**] of the original petition and denies every other allegation in the original petition.

Or

1.B. General Denial

Respondent enters a general denial.

Include the following if applicable.

**2. Objection to Assignment of
Case to Associate Judge**
§ 201.005

2. Objection to Assignment of Case to Associate Judge

Respondent objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

Continue with the following as applicable.

3. Affirmative Defense

3. Affirmative Defense

• *Marriage during Existence
of Prior Marriage*
§ 6.202(b)

The prior marriage has been dissolved, and since that time the parties have lived together as spouses and represented themselves to others as being married.

If pleadings regarding property or attorney's fees are desired, adapt appropriate sections of form [3-16](#).

4. Prayer

4. Prayer

• *Required in All Petitions*

Respondent prays that all relief prayed for by Petitioner be denied and that the Court grant the relief requested in this answer.

Include the following if applicable.

• *Request for Jury Trial*

Respondent requests a jury trial and pays the jury fee of \$[amount].

Continue with the following.

- *Required*

Respondent prays for general relief.

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

Certificate of Service

I certify that a true copy of this [document/[**title of document**]] was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on [**date**]:

[**Name of attorney of record or party to be served**] by [electronic filing manager/e-mail at [**e-mail address**]/fax at [**fax number**]/personal delivery at [**address**]/commercial delivery service at [**address**]/certified mail at [**address**]/first-class mail at [**address**]]. [**Repeat for each attorney of record or party to be served.**]

[Name]

Attorney for Respondent

For initial disclosures required by Tex. R. Civ. P. 194 (generally within thirty days after filing of the first answer or general appearance), see form 5-18 .

Form 62-8

This decree is written for the situation in which there is no child of the marriage. If there is such a child, adapt paragraph 5. and include appropriate provisions for a suit affecting the parent-child relationship. See form 23-1.

Include the following notice if a minor is named in the caption or if the document contains other unredacted sensitive data. See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Decree Declaring Marriage Void**1. Date of Hearing**

On [date] the Court heard this case.

2. Appearances*Appearances***2.A. Petitioner****1. In Person and by Attorney**

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

Or

2. Agreement

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.

2.B. Respondent

Respondent, [name of respondent],

Select one of the following.

1. *In Person*

appeared in person and announced ready for trial.

2. *By Attorney*

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

3. *In Person and by Attorney*

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

4. *Did Not Appear (Default with No Answer)*

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

5. *Did Not Appear (Waiver)*

waived issuance and service of citation by waiver duly filed and, after receiving proper notice, did not otherwise appear.

6. *Did Not Appear (Agreement)*

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

7. *Did Not Appear (Default after Appearance)*

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

3. **Record**

Record

3.A. **Waived**

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

Or

3.B. Reporter

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

4. Jurisdiction

Jurisdiction

The Court, after examining the record and listening to the evidence and argument of counsel, finds that it has jurisdiction over this case and the parties in that [the purported marriage between Petitioner and Respondent was contracted/[name of party] is domiciled] in Texas. All persons entitled to citation were properly cited.

5. Findings

Findings

A jury was waived, and all questions of fact and law were submitted to the Court. The Court finds that the material allegations in Petitioner's Original Petition to Declare Marriage Void are substantially correct and have been proved by full and satisfactory evidence. The Court finds that the purported marriage of Petitioner and Respondent was and is void and of no effect.

The Court finds that no child was born to or adopted by Petitioner and Respondent during their purported marriage and that no community property, other than personal effects, was accumulated by Petitioner and Respondent during their purported marriage.

6. Marriage Declared Void*Marriage Void*

IT IS THEREFORE ORDERED AND DECREED that the purported marriage of [name of petitioner], Petitioner, [include if applicable: also known as [former name],] and [name of respondent], Respondent, [include if applicable: also known as [former name],] is null and void.

7. Property*Property*

IT IS ORDERED AND DECREED that each party take as [his or her/his/her] sole and separate property all the property that is presently in [his or her/his/her] possession.

8. Name*Name*

IT IS ORDERED AND DECREED that [former name] is the name of [Petitioner/Respondent].

9. Court Costs*Court Costs*

All costs of court expended in this case are adjudged against [[name], Respondent/[name], Petitioner/the party who incurred them], for which let execution issue.

10. Required in All Decrees*Relief Not Granted*

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied.

11. Date of Decree*Date of Decree*

Select one of the following.

SIGNED on _____.

Or

This Decree Declaring Marriage Void 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 day, but signed on _____.

Continue with the following.

JUDGE PRESIDING

Include the following in all decrees unless there is a motion to sign decree.

APPROVED AS TO FORM ONLY:

[Name]

Attorney for Petitioner

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

[Name]

Attorney for Respondent

State Bar No.:

[E-mail address]

[Address]

[Telephone]

[Fax]

If the parties agree to all the terms of the judgment and do not intend to appeal, include the following.

APPROVED AND CONSENTED TO AS
TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

If findings and orders regarding other property division and/or attorney's fees are needed, adapt appropriate language from form [23-1](#) to substitute and/or add.

Chapter 63

Property Agreements

Form 63-1	Nonmarital Cohabitation Agreement	787
Form 63-2	Waiver of Disclosure of Financial Information [Premarital Agreement]	807
Form 63-3	Premarital Agreement.	809
Form 63-4	Property Agreement between Spouses.	865
Form 63-5	Waiver of Disclosure of Financial Information [Partition or Exchange Agreement]	874
Form 63-6	Partition or Exchange Agreement [Basic]	876
Form 63-7	Partition or Exchange Agreement [Complex]	895
Form 63-8	Agreement to Convert Separate Property to Community Property	945
Form 63-9	Separation Agreement	966
Form 63-10	Community Interest Special Warranty Deed	1011

Form 63-1

This example is furnished merely for illustration and should not be used as a standard form. There is no specific statutory authority for this type of agreement. Therefore, these agreements should generally be governed by basic contract law.

Nonmarital Cohabitation Agreement

The parties to this Nonmarital Cohabitation Agreement are **[name of party A]**, of **[county]** County, Texas, and **[name of party B]**, of **[county]** County, Texas.

In consideration of the mutual promises contained in this agreement, and with the intent to be bound by this agreement, now and forever after, the parties stipulate and agree as follows:

Stipulations

1. The parties began living together in the same residence at **[address, city]**, Texas, on **[date]** and intend to continue this living arrangement.
2. Each party is an unmarried person and a permanent resident of Texas.
3. Neither party will hold **[himself or herself/himself/herself]** out as the other party's spouse. The parties are not married as of the date of this agreement, and they do not intend to marry at some future date. The parties agree that they will not do any act or cause any result that could be interpreted as creating a "common-law marriage" or an "informal marriage" as defined in sections 2.401 and 2.402 of the Texas Family Code and cases construing those statutes. The parties therefore agree that any subsequent marriage between them must be a formal ceremonial marriage, and any such marriage will affect this agreement only as provided in paragraph [1.1](#) below.

Initials

Initials

4. Neither party is relying on representations made by the other party about financial matters of any kind, other than the representations stated in this agreement or in any schedule or exhibit attached to it or delivered in connection with it.

5. As of the date of this agreement, the parties do not jointly own, legally or equitably, any property or property rights, nor does any sort of partnership or joint venture, oral or written, exist between the parties.

6. The parties intend by this agreement to define their property rights with one another, and they intend that this agreement supersede any rights either may have under the case law of any state or any statutory law, presently existing or that may be subsequently enacted, defining the rights and duties of unmarried persons living together.

Article 1

Effective Dates

1.1 Effective Dates

This agreement is effective as of **[date]** and will continue until the separation of the parties or the death of either party.

Select one of the following.

Separation will be defined under the case law relating to marital separation in the jurisdiction in which the parties reside.

Or

Separation will be on the date the parties cease cohabitation. Cessation of cohabitation may be evidenced by written notice from one party to the other party. If there is written notice,

Initials

Initials

separation will be deemed to have occurred on the date that written notice is delivered to the other party's last known mailing address.

Include the following if applicable.

This agreement terminates if the parties marry each other.

Article 2

Children

2.1 *Children*

[**Name of party A**] is the parent of [**name**], a [male/female] born on [**date**] in [**city, state**].
[Continue as applicable for other children.]

[**Name of party B**] is the parent of [**name**], a [male/female] born on [**date**] in [**city, state**].
[Continue as applicable for other children.]

2.2 *Obligations to Other Party's Children*

Neither party now intends to assume and, unless a court order of adoption is obtained, neither party will assume by virtue of their cohabitation any responsibility or obligation now existing or accruing in the future with respect to the other party's child or children, as the case may be, biological or adopted. The parties specifically agree that neither party will be responsible for or be required to pay any expenses for education, including college, of the other party's child or children, as the case may be. Each party agrees to indemnify and hold the other party and the other party's property harmless from the assertion of any such claim or obligation now or in the future; provided, however, if either party voluntarily pays or advances any money for the educational or other expenses of the other party's child, no obli-

Initials

Initials

gation of indemnification or reimbursement will arise unless an explicit written understanding to indemnify or reimburse is executed contemporaneously with the payment or advance.

Article 3

Property Ownership

3.1 Parties' Intent

It is the intent of the parties that each party to this agreement, at all times, will maintain [his or her/his/her] own property and income and earnings from that property, as well as income and earnings from personal efforts, in separate ownership, independent of the other party. Prior to any ceremonial marriage of the parties, it is the parties' intent that neither will have any claims of ownership or rights with respect to the properties or earnings of the other party, including any property on hand as of the date of this agreement or acquired in the future, including any income from such properties; the personal earnings or salaries of the other party; any Subchapter S earnings of any corporation owned all or in part by the other party; or any distributions from any partnership, limited partnership, or other entity owned, in whole or in part, by the other party. It is the further intent of the parties that neither party will have any right or expectation with respect to being supported, in whole or in part, by the other party or with respect to the income, earnings, or property of the other party. Further, neither party has entered into or continued this relationship in exchange for any promise—past, present, or future—for compensation, support, property, or benefits of any kind whatsoever based on their cohabitation.

3.2 Property Owned by [name of party A]

All property listed in Schedule A attached to this agreement is stipulated and agreed to be property owned exclusively by [name of party A]. All that property will remain the sole

Initials

Initials

property of [name of party A], free of any interest, beneficial, equitable, or otherwise, claimed by [name of party B].

3.3 Property Owned by [name of party B]

All property listed in Schedule B attached to this agreement is stipulated and agreed to be property owned exclusively by [name of party B]. All that property will remain the sole property of [name of party B], free of any interest, beneficial, equitable, or otherwise, claimed by [name of party A].

3.4 Property Acquired by Gift or Inheritance

All property hereafter acquired by a party by gift, devise, bequest, or inheritance will remain the sole property of the owner.

3.5 Future Sole Property

Except as provided below, all earnings and income of each party will remain [his or her/his/her] sole property, respectively, and will not be subject to division on termination of the relationship. Any property hereafter acquired by either party out of the proceeds or income from sole property and from the earnings or income of that party or attributable to income from that property or appreciation in value of that property, whether the enhancement is due to market conditions or to the time, talent, or labor of the owner of the property, will remain the sole property of the respective party, free of any interest, beneficial, equitable, or otherwise, of the other party.

3.6 Management of Property

Each party will have the full, free, and unrestricted right to manage the property [he or she/he/she] owns and the property over which [he or she/he/she] has control, including with-

Initials

Initials

out limitation the right to convey or encumber the property; to dispose of it by sale, gift, or otherwise; and to deal with it without taking into consideration any rights or interests of the other party. If the joinder of **[name of party A]** or **[name of party B]** (“joining party”) should be required by law in connection with the execution of any document by the other party with respect to the property owned by the other party, on request and from time to time, the joining party must execute all such documents necessary to effect the desires of the other party, including the execution of gift tax returns, but without any personal liability of the joining party. Neither party will have the authority to encumber or dispose of the other party’s property without the other party’s express written consent.

Article 4

Liabilities

*4.1 Liabilities of **[name of party A]***

All liabilities and obligations (contingent and absolute) listed in Schedule C of this agreement are stipulated and agreed to be the liabilities of **[name of party A]**.

*4.2 Payment of Liabilities of **[name of party A]***

[Name of party A] agrees that all those liabilities and obligations (contingent and absolute) that exist as of the effective date of this agreement are enforceable against and must be discharged from **[his/her]** property and are not enforceable against or dischargeable from the property of **[name of party B]**. **[Name of party A]** agrees to indemnify and hold **[name of party B]** and **[her/his]** property harmless from all such liabilities and to defend **[name of party B]** from any claims made against **[her/his]** property.

Initials

Initials

4.3 *Liabilities of [name of party B]*

All liabilities and obligations (contingent and absolute) listed in Schedule D of this agreement are stipulated and agreed to be the liabilities of [name of party B].

4.4 *Payment of Liabilities of [name of party B]*

[Name of party B] agrees that all those liabilities and obligations (contingent and absolute) that exist as of the effective date of this agreement are enforceable against and must be discharged from [her/his] property and are not enforceable against or dischargeable from the property of [name of party A]. [Name of party B] agrees to indemnify and hold [name of party A] and [his/her] property harmless from all such liabilities and to defend [name of party A] from any claims made against [his/her] property.

4.5 *No Reimbursement*

If a party is unable to pay [his or her/his/her] debts or liabilities and the other party pays any such debt or liability on behalf of a party, the paying party [will/will not] have a right of reimbursement from the estate of the nonpaying party [**include if applicable:** and the payment of any such debt or liability will be deemed to be a gift by the paying party to the nonpaying party].

4.6 *Future Business Transactions of [name of party A]*

To protect [name of party B]'s property from liability associated with any future business transactions during the parties' cohabitation, excluding transactions conducted by [name of party A] on behalf of [his/her] employer, [name of party A] agrees to take all reasonable steps and perform all reasonable actions to ensure that all future business transactions in which [name of party A] is involved are handled either through an entity owned solely by

Initials

Initials

[**name of party A**] that exists now or through a new entity capitalized with [**name of party A**]'s sole property in the future. Further, [**name of party A**] agrees to take all steps and perform all actions necessary to prevent [**name of party B**]'s property from being an obligor, a guarantor, or in any way liable for any future business transactions in which [**name of party A**] participates.

4.7 *Future Business Transactions of [**name of party B**]*

To protect [**name of party A**]'s property from liability associated with any future business transactions during the parties' cohabitation, excluding transactions conducted by [**name of party B**] on behalf of [her/his] employer, [**name of party B**] agrees to take all reasonable steps and perform all reasonable actions to ensure that all future business transactions in which [**name of party B**] is involved are handled either through an entity owned solely by [**name of party B**] that exists now or through a new entity capitalized with [**name of party B**]'s sole property in the future. Further, [**name of party B**] agrees to take all steps and perform all actions necessary to prevent [**name of party A**]'s property from being an obligor, a guarantor, or in any way liable for any future business transactions in which [**name of party B**] participates.

4.8 *Pending or Future Litigation*

[**Name of party A**] agrees to indemnify and hold [**name of party B**] and [her/his] property harmless from all costs and liabilities arising from all pending and future litigation caused or alleged to have been caused solely by [**name of party A**]'s acts or omissions.

[**Name of party B**] agrees to indemnify and hold [**name of party A**] and [his/her] property harmless from all costs and liabilities arising from all pending and future litigation caused or alleged to have been caused solely by [**name of party B**]'s acts or omissions.

Initials

Initials

Article 5

Living Expenses

5.1 *Payment of Household and Personal Expenses and Purchases Made from Account*

Select one of the following.

[Name of party A] agrees to pay [percent] percent and [name of party B] agrees to pay [percent] percent of the parties' living expenses while they are living together. [Name of party A] agrees to deposit [number] dollars (\$[amount]) and [name of party B] agrees to deposit [number] dollars (\$[amount]) monthly into a special joint checking account on which either party can draw for living expenses.

Expenditures for living expenses or for the common benefit will be made from the joint account. Neither party may draw on the joint account for any purpose other than such expenses, and each party must keep the other informed of all withdrawals. Each party must, from [his or her/his/her] sole funds, defray [his or her/his/her] personal expenses, pay for [his or her/his/her] purely personal expenses for clothing and otherwise, and maintain or provide for [his or her/his/her] sole property and investments.

All property or household goods purchased from the joint account and any balance in the joint account will be owned in the same percentages as contributions to the account. All other bank accounts will be kept separately by the parties, and each must maintain [his or her/his/her] other accounts free from commingling of funds.

Or

The parties may agree to maintain one or more joint bank accounts, which will be designated the "[specify] Household Account" or some similar name, and that the account will be

Initials

Initials

used for the purposes described below. In that event, each party will contribute [number] dollars (\$[amount]) each month. Except as otherwise specifically stated, the funds on deposit in the account will be used for payment of the mortgage payment (principal and interest), rent, groceries, utilities, maintenance and repairs, and all other miscellaneous household expenses (collectively called “living expenses”) that may arise during the term of this agreement. The payment by one party of all or a majority of any living expenses will not create a right of reimbursement by the party paying those living expenses, affect the character of any property currently in existence or property that may be acquired in the future, or create an ownership interest in any property by a party that the party does not already have and does not acquire in the future by other means.

To the extent the parties elect to open and maintain one or more joint bank accounts, each party will have an undivided one-half interest in the funds on deposit in the account(s) as [his or her/his/her] sole property. Each party will have an undivided one-half interest in all assets acquired with any funds from a joint bank account as [his or her/his/her] sole property.

If either party dies, all funds remaining in any joint bank account(s) will be the sole property of the surviving party.

Article 6

Release and Indemnification

6.1 Releases

[Name of party A] hereby releases [name of party B] and [her/his] successors, assigns, heirs, and legal representatives from any claims that [name of party A] might make in the future seeking or claiming ownership of or reimbursement against any income or property of [name of party B], now owned or acquired in the future, arising from or during their cohabita-

Initials

Initials

tion and from any claims that **[name of party A]** might make against **[name of party B]** for compensation for services as a result of a contract, quantum meruit claims, or otherwise or claims for future support or property because of or arising in connection with the cohabitation of the parties.

[Name of party B] hereby releases **[name of party A]** and [his/her] successors, assigns, heirs, and legal representatives from any claims that **[name of party B]** might make in the future seeking or claiming ownership of or reimbursement against any income or property of **[name of party A]**, now owned or acquired in the future, arising from or during their cohabitation and from any claims that **[name of party B]** might make against **[name of party A]** for compensation for services as a result of a contract, quantum meruit claims, or otherwise or claims for future support or property because of or arising in connection with the cohabitation of the parties.

6.2 Indemnification

[Name of party A] agrees to indemnify **[name of party B]** or [her/his] estate for any loss, cost, expense, or damage sustained by [her/him] in the event that **[name of party A]** ever seeks to recover from **[name of party B]** any amount for alleged property rights, future support, compensation for services rendered unless specifically agreed on by both parties in writing before the rendition of the services, or reimbursement because of or resulting from any alleged informal marriage, common-law marriage, or otherwise, because of the cohabitation of the parties.

[Name of party B] agrees to indemnify **[name of party A]** or [his/her] estate for any loss, cost, expense, or damage sustained by [him/her] in the event that **[name of party B]** ever seeks to recover from **[name of party A]** any amount for alleged property rights, future support, compensation for services rendered unless specifically agreed on by both parties in writing before

Initials

Initials

the rendition of the services, or reimbursement because of or resulting from any alleged informal marriage, common-law marriage, or otherwise, because of the cohabitation of the parties.

See form [63-3](#) for other provisions that may be included in a nonmarital cohabitation agreement.

Article 7

General Provisions

7.1 *Consideration for Agreement*

The consideration for this agreement is the mutual promise of each party to act as companion and homemaker to the other, in addition to the other specific promises contained in this agreement. Any services that either party may provide to the other party or for the benefit of the other party are fully compensated by this agreement.

7.2 *No Fiduciary Duty*

No fiduciary duty shall arise between the parties solely as a result of this agreement or the parties' cohabitation.

7.3 *Support after Separation or Death*

Each party waives the right to be supported by the other party after their separation or after the death of either party, and each party agrees not to make any claim for such support.

7.4 *Entire Agreement*

This instrument contains the parties' entire agreement concerning their financial relationship, past, present, and future. This agreement replaces any earlier agreements or understandings, whether written or oral, and there are no contemporaneous agreements or

Initials

Initials

understandings that are not fully expressed in it. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties regarding the subject matter of this agreement are waived, merged in this agreement, and superseded by this agreement.

7.5 *Partial Invalidity*

If any provision of this agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable.

7.6 *Amendment or Modification*

This agreement may be waived, abandoned, modified, amended, discharged, or terminated only by a written instrument signed by both parties that specifically identifies the waiver, abandonment, modification, amendment, discharge, or termination.

7.7 *Governing Law*

All rights, duties, and obligations under this agreement are payable and enforceable in [city, county] County, Texas. This agreement must be construed, and its performance enforced, under Texas law.

7.8 *Successors*

This agreement binds and inures to the benefit of the parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

Initials

Initials

7.9 *Waiver of Breach or Term*

The waiver of any breach of any provision of this agreement does not waive any other breach of that or any other provision. Waiver of any term of this agreement may be accomplished only concerning future performance and only by a written instrument signed by both parties expressly stating the provisions waived.

7.10 *Titles and Captions*

Article headings, titles, and captions contained in this agreement are merely for reference and do not define, limit, extend, or describe the scope of this agreement or any provision.

7.11 *No Construction against Draftsman*

No provision of this agreement may be interpreted for or against any party because the party or the party's legal representative drafted the provision.

7.12 *Costs and Expenses*

Each party must bear [his or her/his/her] own costs and expenses incurred in connection with this agreement.

7.13 *Attorney's Fees and Expenses for Enforcement*

If either party brings an action or other proceeding to enforce this agreement or to enforce any judgment, decree, or order made by a court in connection with this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and other necessary costs from the other party. If either party files a declaratory judgment proceeding to determine the enforceability of this agreement, neither party will be entitled to an award of attorney's fees unless a party successfully challenges the validity of this agreement, in which event the

Initials

Initials

court will have the authority to award attorney's fees. If either party seeks to invalidate some or all of this agreement or seeks to recover property in a manner at variance with this agreement, the successful party will be entitled to recover reasonable attorney's fees and other necessary costs from the other party.

7.14 Exclusive Remedy for Nonmonetary Breach

Except as expressly provided otherwise in this agreement, the exclusive judicial remedy of either party against the other for failure to perform any nonmonetary duty or obligation under any provision of this agreement is judicial enforcement by judgment for specific performance or mandatory injunction and writ of execution to compel performance, plus reasonable attorney's fees. Neither party is entitled to recover any damages, actual or consequential, for any nonmonetary breach. No failure of either party to perform any nonmonetary duty or obligation under this agreement diminishes or impairs the full effectiveness of its provisions.

7.15 Assignment Prohibited

This agreement is personal to the parties, and neither party may assign or delegate any of [his or her/his/her] rights or obligations under it.

7.16 Representation

The attorney representing [name of party A] is [name]. The attorney representing [name of party B] is [name]. [Name of party A] has not received any legal, financial, or other kind of advice from [name of party B] or from [her/his] attorney, [name], in connection with the advisability or nonadvisability of entering into this agreement. [Name of party B] has not received any legal, financial, or other kind of advice from [name of party A] or from [his/her] attorney, [name], in connection with the advisability or nonadvisability of entering into this agreement. [Name of party A] is relying on [his/her] own judgment and the advice of [his/her]

Initials

Initials

attorney in entering into this agreement. **[Name of party B]** is relying on [her/his] own judgment and the advice of [her/his] attorney in entering into this agreement.

Or

[[Name of party A]/[name of party B]] acknowledges that [he/she] has had the opportunity to retain independent counsel to represent [him/her] in connection with this agreement and that [he/she] has been encouraged by **[[name of party B]/[name of party A]]** and others to obtain an attorney of [his/her] choice to represent [him/her], but that [he/she] has specifically declined to do so and is relying on [his/her] own judgment in entering into this agreement. Notwithstanding the fact that **[[name of party A]/[name of party B]]** has represented [himself/herself] in this matter, **[[name of party A]/[name of party B]]** reaffirms the warranties made by [him/her] in this agreement and further represents and warrants that [he/she] has the requisite knowledge, skill, and training to fully understand the consequences of [his/her] execution of this agreement. Finally, **[[name of party A]/[name of party B]]** represents and warrants that [he/she] has not received any legal, financial, or other kind of advice from **[[name of party B]/[name of party A]]** or **[name]** or any other attorney with the law firm of **[name]** in connection with the advisability or nonadvisability of entering into this agreement.

Article 8

Representations and Warranties

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT [HE OR SHE/HE/SHE] IS PERMANENTLY SURRENDERING RIGHTS AND CLAIMS [HE OR SHE/HE/SHE] MAY ACCRUE UNDER TEXAS LAW AND UNDER THE LAW OF OTHER JURISDICTIONS.

Initials

Initials

8.1 *Representations and Warranties of [name of party A]*

My name is [name of party A]. I represent and warrant that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules attached or referred to, in their entirety].

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement.

3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [include if applicable: AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].

4. I have given careful and mature thought to the making of this agreement.

5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect.

6. I am not relying on any fiduciary obligations owed by one party to the other party or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by [name of party B] or anyone acting on [her/his] behalf.

7. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any sole property or the sole estate of [name of party B], except as expressly provided for in this agreement.

8. I am executing this agreement with the intent to be bound fully by all its terms.

Initials

Initials

[Name of party A]

8.2 *Representations and Warranties of [name of party B]*

My name is [name of party B]. I represent and warrant that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules attached or referred to, in their entirety].

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement.

3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [include if applicable: AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].

4. I have given careful and mature thought to the making of this agreement.

5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect.

6. I am not relying on any fiduciary obligations owed by one party to the other party or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by [name of party A] or anyone acting on [his/her] behalf.

7. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any sole

Initials

Initials

property or the sole estate of **[name of party A]**, except as expressly provided for in this agreement.

8. I am executing this agreement with the intent to be bound fully by all its terms.

[Name of party B]

EXECUTED in multiple originals on the dates and at the times of the acknowledgments shown below.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on
_____ by **[name of party A]**.

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on
_____ by **[name of party B]**.

Initials

Initials

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Attach appropriate schedules. The schedules should be signed by the parties. See examples in form 63-3 .

Initials

Initials

Form 63-2

This waiver must be signed before the premarital agreement is executed to ensure enforceability of the agreement. See [Tex. Fam. Code § 4.006\(a\)\(2\)\(B\)](#).

Waiver of Disclosure of Financial Information
[Premarital Agreement]

This Waiver of Disclosure of Financial Information is made by **[name of party A]** and **[name of party B]** (the “parties”). The parties are not now married and are executing this waiver in accordance with the provisions of section 4.006 of the Texas Family Code.

*1. Waiver of Disclosure by **[name of party A]***

I, **[name of party A]**, in contemplation of my marriage to **[name of party B]**, acknowledge receiving a copy of the proposed premarital agreement. I have read it and fully understand it. I have been provided a fair and reasonable disclosure of the property and financial obligations of **[name of party B]**. I voluntarily waive any further disclosures regarding the property, including its value, and the financial obligations of **[name of party B]** beyond the disclosures provided in the proposed premarital agreement. I acknowledge that I have been offered an opportunity to further investigate the property, including its value, and the financial obligations of **[name of party B]**. However, I waive the opportunity for further investigation.

*2. Waiver of Disclosure by **[name of party B]***

I, **[name of party B]**, in contemplation of my marriage to **[name of party A]**, acknowledge receiving a copy of the proposed premarital agreement. I have read it and fully understand it. I have been provided a fair and reasonable disclosure regarding the property and financial obligations of **[name of party A]**. I voluntarily waive any further disclosures regarding the property, including its value, and the financial obligations of **[name of party A]** beyond the disclosures provided in the proposed premarital agreement. I acknowledge that I have

been offered an opportunity to further investigate the property, including its value, and the financial obligations of **[name of party A]**. However, I waive the opportunity for further investigation.

3. Execution

The parties acknowledge executing this Waiver of Disclosure of Financial Information in multiple originals on the dates and at the times of the acknowledgments. The parties further acknowledge signing this Waiver of Disclosure of Financial Information before the execution of the premarital agreement. **[Include if applicable:** A copy of the Premarital Agreement is attached to this waiver as Exhibit **[exhibit number/letter]**.]

[Name of party A]

[Name of party B]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on
_____ by **[name of party A]**.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on
_____ by **[name of party B]**.

Notary Public, State of Texas

Attach a copy of the premarital agreement if applicable.

Form 63-3

This example is furnished merely for illustration and should not be used as a standard form. The nature of premarital agreements, especially their tax aspects, makes the variables so numerous as to defy the use of simple forms. The tax consequences of the agreement must always be given careful consideration.

This form is designed to be used by persons contemplating marriage to generally confirm each party's separate property, make an agreement with respect to future property, and make an agreement with respect to future earnings from separate property, as well as personal earnings.

Premarital Agreement

The parties to this Premarital Agreement are **[name of party A]**, a single [man/woman] of **[city]**, **[county]** County, Texas, and **[name of party B]**, a single [woman/man] of **[city]**, **[county]** County, Texas.

Stipulations

1. **[Name of party A]** and **[name of party B]**, who are not now married, intend to become spouses **[include if applicable: by ceremony to be performed in [city, state]]**.
2. The parties are entering into this agreement in accordance with article XVI, section 15, of the Texas Constitution, as amended, and relevant sections of the Texas Family Code, altering by agreement what their marital property rights would be in certain property on and during their marriage and determining, in part, the claims each may lawfully assert against the other party and the other party's estate, if and when the marriage is dissolved by judicial act or death. Section 3.001 of the Texas Family Code defines a spouse's separate property as the property owned or claimed by the spouse before marriage; the property acquired by the spouse during marriage by gift, devise, or descent; and the recovery for personal injuries sustained by the spouse during marriage, except any recovery for loss of earning

Initials

Initials

capacity during marriage. Section 3.002 of the Texas Family Code defines community property as the property, other than separate property, acquired by either spouse during marriage. Texas law provides that income from separate property during the marriage is community property. A prenuptial agreement can and very often does make what would otherwise be community property instead be separate property.

3. The Texas Family Code provides that the parties to a prenuptial agreement may contract concerning any matter, including personal rights and obligations, not in violation of public policy or a statute imposing a criminal penalty and as long as the rights of a child to receive support are not adversely affected.

4. Each party presently owns real and/or personal property as described in Schedules A and B. Schedule A contains the property of [**name of party A**], and Schedule B contains the property of [**name of party B**]. The schedules are attached to this agreement and made a part of it for all purposes.

5. The parties, by entering into this agreement, are not attempting to prejudice the rights of preexisting creditors.

6. The parties do not intend by this agreement to make a gift from one party to the other party, but rather to enter into an agreement that will control their marital property rights and other spousal rights in a manner that is in important respects different from the manner in which the separate and community property rights or spousal claims would arise by operation of law in the absence of this agreement.

7. The parties intend to clarify their respective property rights to eliminate any uncertainty about those rights.

Initials

Initials

Include the following if applicable.

8. [Name of party A] and [name of party B] intend by this agreement that no community property will be created during their marriage.

Continue with the following.

In consideration of the mutual love and respect between the parties; in consideration of the mutual promises, agreements, partitions, exchanges, conveyances, releases, waivers, and assignments contained in this agreement; in consideration of the parties' desire to establish rights and obligations by this agreement; and with the intent to be bound fully by the terms of this agreement, the parties covenant, agree, and contract as follows:

Article 1

Representations and Disclosures

Select as applicable.

1.1 *No Oral Representations*

Neither party is relying on any representations made by the other party about financial matters of any kind, other than the representations stated in this agreement and in any schedule or exhibit attached to it.

See form 63-2 for separate waiver of financial disclosure agreement, which must be executed before this agreement is executed. See [Tex. Fam. Code § 4.006\(a\)\(2\)\(B\)](#).

1.2 *Disclosure*

Each party represents and warrants to the other party that [he or she/he/she] has [include if applicable: , to the best of [his or her/his/her] ability,] made to the other party a [complete and accurate/fair and reasonable] disclosure of the nature and extent of [his or her/

Initials

Initials

his/her] property, including values, and financial obligations, contingent or otherwise, and that the disclosure includes but is not limited to the properties and liabilities set forth in Schedules A, B, C, and D attached to this agreement and other documentation exchanged between the parties before their signing of this agreement. Each party additionally acknowledges that, before the signing of this agreement, [he or she/he/she] has been provided a fair and reasonable disclosure of the other party's income, property, and financial obligations. Furthermore, and before their execution of this agreement, each party has previously offered to provide, or has provided, to the other party all information and documentation pertaining to all income, all property and its value, and all financial obligations that have been requested by the other party. Each party acknowledges that [he or she/he/she] has, or reasonably could have had, full and complete knowledge of the property owned by the other party, as well as complete knowledge of all financial obligations of the other party.

Article 2

Children

2.1 *Children*

[Name of party A] is the parent of [name], a [male/female] born on [date] in [city, state].
[Continue as applicable for other children.]

[Name of party B] is the parent of [name], a [male/female] born on [date] in [city, state].
[Continue as applicable for other children.]

2.2 *Obligations to Other Party's Children*

Neither party intends to assume and, unless a contrary intent is indicated by appropriate adoption proceedings, neither party will assume by virtue of their marriage any responsibility

Initials

Initials

or obligation now existing or accruing in the future with respect to the other party's child or children, as the case may be, natural or adopted. The parties specifically agree that neither party will be responsible for or be required to pay any expenses for education, including college, for the other party's child or children, as the case may be. Each party agrees to indemnify and hold the other party and the other party's property harmless from the assertion of any such claim or obligation now or in the future, except that if either party voluntarily pays or advances any money for educational or other expenses of the other party's child, no obligation of indemnification or reimbursement will arise unless an explicit written understanding to indemnify or reimburse is executed contemporaneously with the payment or advance.

Article 3

Property of the Parties

3.1 *[No] Joint Ownership*

As of the date of this agreement, the parties do not jointly own, legally or equitably, any property or property rights, nor does any sort of partnership or joint venture, oral or written, exist between the parties.

Or

At the time of their execution of this agreement, the parties jointly own certain property, which is reflected, along with each party's ownership interest, in the attached Schedule E.

3.2 *Separate Property of [name of party A]*

[Name of party B] expressly disclaims any express or tacit understanding or agreement that [she/he] has acquired or may in the future acquire any rights in [name of party A]'s prop-

Initials

Initials

erty or income, including all interest or rights in any nonvested property rights. All property listed in Schedule A of this agreement is stipulated and agreed to be the sole and separate property of **[name of party A]** and will remain the separate property of **[name of party A]**. All mutations, changes, and increases of the properties owned by **[name of party A]** at the time of the parties' marriage, including without limitation the properties listed in Schedule A, will be and remain the separate property of **[name of party A]**. All of those properties then existing must be set aside to **[name of party A]** in the event of a court-ordered declaration of voidness of marriage, annulment, or divorce or set aside to [his/her] estate in the event of [his/her] death.

Or

[Name of party B] agrees that the following will constitute the separate property of **[name of party A]**:

1. all properties listed in Schedule A attached to this agreement;
2. all mutations, changes, and increases in kind or in value of **[name of party A]**'s separate property;
3. all increases in kind or in value of **[name of party A]**'s separate property resulting from the time, talent, labor, or personal efforts of either or both parties;
4. all income and revenues from **[name of party A]**'s separate property, all income and property acquired as a result of **[name of party A]**'s separate property, and all income and property resulting from the reinvestment of that income, including interest and dividend income;

Initials

Initials

5. all of [**name of party A**]'s interest in or claim to any future profits of any partnership, joint venture, or corporation owned by [**name of party A**] at the time of the parties' marriage or acquired by [**name of party A**] following the marriage, whether the profits are distributed or undistributed;

6. all profits, commissions, distributions, revenues, royalties, wages, salary, earnings, income, employee benefits, partnership benefits, corporate benefits, director's compensation, bonuses, stock, stock options, warrants, or other compensation or benefits of any type earned or received by [**name of party A**] after the date of the parties' marriage, and all income and property derived from the reinvestment of [**name of party A**]'s profits, commissions, distributions, revenues, royalties, wages, salary, earnings, income, employee benefits, partnership benefits, corporate benefits, director's compensation, bonuses, stock, stock options, warrants, or other compensation or benefits of any type earned or received during the marriage, together with all interest and dividend income received by [**name of party A**] during the marriage;

7. all future contributions to all individual retirement accounts, all retirement plans, and all other employee benefit plans made by or on behalf of [**name of party A**] after the date of the parties' marriage, together with all increases in value of all such plans;

8. all interests in any trust in which [**name of party A**] has an interest, including but not limited to all corpus of those trusts, as well as all distributed and undistributed income from those trusts;

9. all recovery for personal injuries and/or property losses sustained by [**name of party A**] during the parties' marriage, including any recovery for loss of earning capacity during the marriage; and

Initials

Initials

10. all property and property rights acquired by **[name of party A]** by gift, devise, or descent.

3.3 *Separate Property of **[name of party B]***

[Name of party A] expressly disclaims any express or tacit understanding or agreement that **[he/she]** has acquired or may in the future acquire any rights in **[name of party B]**'s property or income, including all interest or rights in any nonvested property rights. All property listed in Schedule B of this agreement is stipulated and agreed to be the sole and separate property of **[name of party B]** and will remain the separate property of **[name of party B]**. All mutations, changes, and increases of the properties owned by **[name of party B]** at the time of the parties' marriage, including without limitation the properties listed in Schedule B, will be and remain the separate property of **[name of party B]**. All of those properties then existing must be set aside to **[name of party B]** in the event of a court-ordered declaration of voidness of marriage, annulment, or divorce or set aside to **[her/his]** estate in the event of **[her/his]** death.

Or

[Name of party A] agrees that the following will constitute the separate property of **[name of party B]**:

1. all properties listed in Schedule B attached to this agreement;
2. all mutations, changes, and increases in kind or in value of **[name of party B]**'s separate property;
3. all increases in kind or in value of **[name of party B]**'s separate property resulting from the time, talent, labor, or personal efforts of either or both parties;

Initials

Initials

4. all income and revenues from [name of party B]'s separate property, all income and property acquired as a result of [name of party B]'s separate property, and all income and property resulting from the reinvestment of that income, including interest and dividend income;

5. all of [name of party B]'s interest in or claim to any future profits of any partnership, joint venture, or corporation owned by [name of party B] at the time of the parties' marriage or acquired by [name of party B] following the marriage, whether the profits are distributed or undistributed;

6. all profits, commissions, distributions, revenues, royalties, wages, salary, earnings, income, employee benefits, partnership benefits, corporate benefits, director's compensation, bonuses, stock, stock options, warrants, or other compensation or benefits of any type earned or received by [name of party B] after the date of the parties' marriage, and all income and property derived from the reinvestment of [name of party B]'s profits, commissions, distributions, revenues, royalties, wages, salary, earnings, income, employee benefits, partnership benefits, corporate benefits, director's compensation, bonuses, stock, stock options, warrants, or other compensation or benefits of any type earned or received during the marriage, together with all interest and dividend income received by [name of party B] during the marriage;

7. all future contributions to all individual retirement accounts, all retirement plans, and all other employee benefit plans made by or on behalf of [name of party B] after the date of the parties' marriage, together with all increases in value of all such plans;

8. all interests in any trust in which [name of party B] has an interest, including but not limited to all corpus of those trusts, as well as all distributed and undistributed income from those trusts;

Initials

Initials

9. all recovery for personal injuries and/or property losses sustained by [name of party B] during the parties' marriage, including any recovery for loss of earning capacity during the marriage; and

10. all property and property rights acquired by [name of party B] by gift, devise, or descent.

3.4 *No Commingling Intended*

Neither party intends to commingle [his or her/his/her] separate property with the separate property of the other party, except when intentionally done in a joint financial account, and neither party may claim an interest in any separate property of the other party as a result of such commingling, except as provided in this agreement.

Include 3.5 if applicable.

3.5 *No Community Estate Will Arise*

The parties specifically understand and agree that no community estate will arise or be created during their marriage. Therefore, the parties agree that all earnings for personal services and services rendered, income, employee benefits, partnership benefits, corporate benefits, including bonuses, director's compensation, commissions, and wages or salary of each party, as well as all other income received by a party, including interest and dividend income, profits, distributions, revenues, royalties, stock, stock options, warrants, and other compensation and benefits of any type and any income and property derived from the reinvestment of such earnings and income, will be the separate property of the respective party.

Initials

Initials

3.6 *Asset Descriptions*

The parties have tried to use the correct legal description for each asset listed in any schedule attached to this agreement. If any asset is incorrectly described, the description used is adequate for the purposes of this agreement and accompanying schedules, and the parties agree to execute any additional paperwork required to confirm ownership in the name of the party in whose schedule the asset appears.

3.7 *Confirmation of Agreement and Income from Separate Property*

The parties agree that, not later than thirty days after their marriage, they will each execute the Property Agreement between Spouses (the “Property Agreement”) [**include if applicable:** , a copy of which is attached to this agreement as Exhibit [**exhibit number/letter**]]. The parties agree that, to the maximum extent allowed by law, the failure to execute the Property Agreement will not invalidate this agreement or affect any of its terms or provisions. Whether the Property Agreement is executed or not, all the provisions of this agreement are binding, including but not limited to the effect of causing the income from the separate property of [**name of party A**] to be [**name of party A**]’s separate property and the income from the separate property of [**name of party B**] to be [**name of party B**]’s separate property. Confirmation of this agreement in the form of the Property Agreement is in effect a partition and exchange agreement. All future earnings and income arising from the separate property of [**name of party A**] shall be the separate property of [**name of party A**] unless the parties specifically agree in writing to the contrary. All future earnings and income arising from the separate property of [**name of party B**] shall be the separate property of [**name of party B**] unless the parties specifically agree in writing to the contrary.

Initials

Initials

3.8 *Management of Properties*

Each party will have the full, free, and unrestricted right to manage the separate property over which [he or she/he/she] has control under section 3.101 of the Texas Family Code or succeeding provisions of similar import and nature, including without limitation the right to convey or encumber the property; to dispose of it by sale, gift, or otherwise; and to deal with it without taking into consideration any rights or interests of the other party. If the joinder of [name of party A] or [name of party B] (“joining party”) should be required by law in connection with the execution of any document by the other party with respect to the separate property of the other party, on request and from time to time, the joining party must execute all such documents necessary to effect the desires of the other party, including gift tax returns, but without any personal liability of the joining party. Neither party will have the authority to encumber or dispose of the other party’s separate property without the other party’s express written consent. Notwithstanding any of the provisions set forth in this section 3.8, the parties agree that any gift in excess of the annual gift tax exclusion that would be applied to either party’s unified lifetime credit must be consented to in writing by the parties before the making of the gift.

3.9 *Certain Events Not Evidence of Community Property*

The following events may not, under any circumstances, be considered evidence of any intention to create community property:

1. the filing of joint tax returns;
2. the taking of title to property, whether real or personal, in joint tenancy or in any other joint or common form;

Initials

Initials

3. the designation of one party by the other party as a beneficiary of [his or her/his/her] estate or as trustee or any other form of fiduciary;
4. the combining or mixing by one party of [his or her/his/her] separate funds or property with the separate funds or property of the other party, including the pledging of joint or separate credit for the benefit of the other party's separate estate;
5. any oral statement by either party;
6. any written statement by either party, other than a written agreement signed by both parties to convert separate property to community property pursuant to the Texas Family Code;
7. the payment from the funds of either party for any obligations, including but not limited to the payment of mortgages, interest, real property taxes, repairs, or improvements on a separately or jointly held residence; and
8. the joint occupation of a separately owned residence, even though designated as a homestead.

The provisions of this section 3.9 are not comprehensive.

Include 3.10 and 3.11 if applicable.

3.10 No Legal Action against Separate Property of [name of party A]

In recognition of the fact that all property described on Schedule A of this agreement is stipulated and agreed to be the separate property of [name of party A], [name of party B] expressly disclaims any right to take any legal action against any of the entities listed on Schedule A in connection with any divorce proceeding or other legal action regarding this

Initials

Initials

agreement. Specifically, **[name of party B]** agrees that [she/he] is not entitled to, and shall not seek, any temporary restraining order, injunctive relief, receivership, or other legal relief that would in any way restrict, inhibit, or affect the ability of any of the entities listed on Schedule A of this agreement from operating their business affairs as each entity deems appropriate, including each such entity's right to sell, purchase, or alienate property, to transfer or pledge property, to incur or pay debt, to exercise stock options or warrants, to issue stock, to raise capital, to liquidate any assets, to enter into or change any contractual relationships, to make expenditures or incur any indebtedness, or to merge or in any way alter its business organization or form.

*3.11 No Legal Action against Separate Property of **[name of party B]***

In recognition of the fact that all property described on Schedule B of this agreement is stipulated and agreed to be the separate property of **[name of party B]**, **[name of party A]** expressly disclaims any right to take any legal action against any of the entities listed on Schedule B in connection with any divorce proceeding or other legal action regarding this agreement. Specifically, **[name of party A]** agrees that [he/she] is not entitled to, and shall not seek, any temporary restraining order, injunctive relief, receivership, or other legal relief that would in any way restrict, inhibit, or affect the ability of any of the entities listed on Schedule B of this agreement from operating their business affairs as each entity deems appropriate, including each such entity's right to sell, purchase, or alienate property, to transfer or pledge property, to incur or pay debt, to exercise stock options or warrants, to issue stock, to raise capital, to liquidate any assets, to enter into or change any contractual relationships, to make expenditures or incur any indebtedness, or to merge or in any way alter its business organization or form.

Include 3.12 if applicable.

Initials

Initials

3.12 *Other Temporary Orders during Dissolution*

If either party files a dissolution proceeding, the parties agree that during the pendency of the action neither party will request or seek to enforce any restraining order or injunction that could have the effect of inhibiting or prohibiting a party from making decisions concerning or disposing of [his or her/his/her] separate property. Further, neither party will have the right to the temporary use or possession of any separate property owned solely by the other party, either real or personal. Nothing in this section 3.12 affects the ability of either party to request or seek to enforce any order for the benefit of a child of both parties.

Article 4

Liabilities

4.1 *Liabilities of [name of party A]*

The liabilities and obligations described in Schedule C, which is attached to this agreement and made a part of it for all purposes, and all other liabilities and obligations of [name of party A] as of the date of the parties' marriage that are not included in Schedule C are the sole and separate property liabilities and obligations of [name of party A] and must be satisfied and paid solely from [his/her] separate estate. [Name of party A] agrees to forever hold harmless, indemnify, and defend [name of party B] and [her/his] property from any claim arising from these liabilities and obligations.

Any taxes, interest, or penalties that [name of party A] may owe to any taxing authority, foreign or domestic, for years or taxable periods before the date of the parties' marriage are the sole and separate property liabilities and obligations of [name of party A], to be satisfied and paid solely from [his/her] separate estate and from which [he/she] agrees to forever hold harmless, indemnify, and defend [name of party B] and [her/his] property from any claim.

Initials

Initials

4.2 *Liabilities of [name of party B]*

The liabilities and obligations described in Schedule D, which is attached to this agreement and made a part of it for all purposes, and all other liabilities and obligations of [name of party B] as of the date of the parties' marriage that are not included in Schedule D are the sole and separate property liabilities and obligations of [name of party B] and must be satisfied and paid solely from [her/his] separate estate. [Name of party B] agrees to forever hold harmless, indemnify, and defend [name of party A] and [his/her] property from any claim arising from these liabilities and obligations.

Any taxes, interest, or penalties that [name of party B] may owe to any taxing authority, foreign or domestic, for years or taxable periods before the date of the parties' marriage are the sole and separate property liabilities and obligations of [name of party B], to be satisfied and paid solely from [her/his] separate estate and from which [she/he] agrees to forever hold harmless, indemnify, and defend [name of party A] and [his/her] property from any claim.

4.3 *Future Business Transactions of [name of party A]*

To protect [name of party B]'s separate property from liability associated with any future business transactions following the parties' marriage, excluding transactions conducted by [name of party A] on behalf of [his/her] employer, [name of party A] agrees to take all reasonable steps and perform all reasonable actions to ensure that all future business transactions in which [name of party A] is involved during the parties' marriage are handled either through a separate-property entity of [name of party A] that exists now or through a new entity capitalized with [name of party A]'s separate property in the future. Further, [name of party A] agrees to take all steps and perform all actions necessary to prevent [name of party B]'s separate property from being an obligor, a guarantor, or in any way liable for any future business transactions in which [name of party A] participates.

Initials

Initials

4.4 *Future Business Transactions of [name of party B]*

To protect [name of party A]'s separate property from liability associated with any future business transactions following the parties' marriage, excluding transactions conducted by [name of party B] on behalf of [her/his] employer, [name of party B] agrees to take all reasonable steps and perform all reasonable actions to ensure that all future business transactions in which [name of party B] is involved during the parties' marriage are handled either through a separate-property entity of [name of party B] that exists now or through a new entity capitalized with [name of party B]'s separate property in the future. Further, [name of party B] agrees to take all steps and perform all actions necessary to prevent [name of party A]'s separate property from being an obligor, a guarantor, or in any way liable for any future business transactions in which [name of party B] participates.

4.5 *Pending or Future Litigation*

[Name of party A] agrees to indemnify and hold [name of party B] and [her/his] property harmless from all costs and liabilities arising from all pending and future litigation caused or alleged to have been caused solely by [name of party A]'s acts or omissions.

[Name of party B] agrees to indemnify and hold [name of party A] and [his/her] property harmless from all costs and liabilities arising from all pending and future litigation caused or alleged to have been caused solely by [name of party B]'s acts or omissions.

Initials

Initials

Article 5

Future Credit Transactions

5.1 Future Credit Transactions of Parties

If either party enters into a transaction wherein either party becomes obligated on any debt, and unless a contrary intent is specifically and expressly stated, the obligation must be satisfied by the party incurring the obligation or liability wholly from that party's separate property, and that party must hold the other party and the other party's property harmless from the obligation and indemnify the other party if the other party is ever required to satisfy the obligation. The assets, if any, acquired through any such credit transactions will be and remain the separate property of a party to the extent the party obligates [his or her/his/her] separate property for the credit extended in acquiring the assets or resulting in the acquisition of the assets. Similarly, any business failure of the parties or any bankruptcy, reorganization, composition, arrangement, or other debtor/creditor action of or against a party will in no way affect the other party, and neither party is relying or will rely on the other party for any credit, accommodation, or indulgence in these regards.

Article 6

Household and Personal Expenses

6.1 Household and Personal Expenses

The parties may agree to maintain one or more joint bank accounts, which will be designated as the "[specify] Household Account" or some similar name, and that the account will be used for the purposes described below. In that event, each party agrees to contribute [number] dollars (\$[amount]) per month. Except as otherwise specifically stated, the funds on deposit in the account will be used for payment of the mortgage payment (principal and inter-

Initials

Initials

est), rent, groceries, utilities, maintenance and repairs, and all other miscellaneous household expenses (collectively called “living expenses”) that may arise during the marriage. The payment by one party of all or a majority of any living expenses will not create a right of reimbursement by the party paying those living expenses, affect the character of any property currently in existence or property that may be acquired in the future, or create an ownership interest in any property by a party that the party does not already have and does not acquire in the future by other means.

To the extent the parties elect to open and maintain one or more joint bank accounts, each party will have an undivided one-half interest in the funds on deposit in the account(s) as [his or her/his/her] separate property. Each party will have an undivided one-half interest in all assets acquired with any funds from a joint bank account as [his or her/his/her] separate property.

If either party dies, all funds remaining in any joint bank account(s) will be the sole and separate property of the surviving party.

Article 7

Joint Acquisition of Assets

7.1 *Joint Acquisition of Assets*

The parties will have the option, but not the obligation, to acquire assets together in their joint names. If the parties jointly acquire assets following their marriage, they will each own an undivided interest in the jointly acquired assets as their respective sole and separate property in an amount equal to the percentage of their respective contributions toward the purchase of the assets. If the parties jointly acquire assets, and to the extent legal title to any or all of the assets can be perfected in their joint names, such as title to an automobile, boat, or real

Initials

Initials

property, they will obtain title in their joint names. However, even though title to an asset acquired by the parties is held in their joint names, the percentage of ownership of such an asset will be controlled by the provisions of this article, and the taking of title in their joint names may not be interpreted to mean that each party has an undivided 50 percent ownership interest in jointly acquired assets. If legal title cannot be obtained in the parties' joint names with respect to a jointly acquired asset, the parties agree to execute a memorandum stipulating that the asset was jointly acquired by the parties. Jointly acquired property may not be deemed to be community property but instead will constitute each party's separate property in proportion to that party's contribution to the purchase price; provided, however, that if there are no records verifying the amount of each party's contribution toward the purchase of an asset, each party will own an undivided 50 percent interest in that asset. **[Include if applicable:** If the evidence of title reflects both parties' names, the parties will own that property as joint tenants with right of survivorship.]

Article 8

Taxes

Warning: The following language is optional. Consult a qualified tax advisor or certified public accountant before including these provisions.

8.1 *Tax Liability*

The parties agree to execute separate income tax returns during their marriage unless they agree that it is to their mutual advantage to file a joint tax return for any year.

For each year of the parties' marriage, **[name of party A]** must report all of [his/her] separate-property income. In calculating **[name of party A]**'s separate-property tax liability, [he/she] is entitled to use all withholding, estimated tax payments, exemptions, deductions, charitable contributions, and tax credits (sometimes collectively called "adjustments") that are

Initials

Initials

solely attributable to [his/her] separate-property estate and income. [**Name of party A**] is further entitled to use all current and prior year carryforwards (as well as all carryforwards arising in the future), including but not limited to net operating losses, passive losses, suspended losses, long-term capital losses, and short-term capital losses (sometimes collectively called “carryforwards”) that are strictly associated with [his/her] separate-property estate and income. The income tax liability arising from [**name of party A**]’s separate property is the sole liability of [**name of party A**], who agrees to fully discharge that tax liability, including penalties and interest, if any, out of [his/her] separate-property estate. [**Name of party A**] further agrees to indemnify and hold [**name of party B**] and [her/his] separate property harmless from (and [**name of party A**] releases [**name of party B**] and [her/his] property from) all such tax liability, including penalties and interest, if any, together with all tax liens of every kind and character that might hereafter arise from the filing of [his/her] separate return or [his/her] failure to file necessary or proper returns or to pay the required taxes with respect to [his/her] separate-property taxable income.

For each year of the parties’ marriage, [**name of party B**] must report all of [her/his] separate-property income. In calculating [**name of party B**]’s separate-property tax liability, [she/he] is entitled to use all withholding, estimated tax payments, exemptions, deductions, charitable contributions, and tax credits (sometimes collectively called “adjustments”) that are solely attributable to [her/his] separate-property estate and income. [**Name of party B**] is further entitled to use all current and prior year carryforwards (as well as all carryforwards arising in the future), including but not limited to net operating losses, passive losses, suspended losses, long-term capital losses, and short-term capital losses (sometimes collectively called “carryforwards”) that are strictly associated with [her/his] separate-property estate and income. The income tax liability arising from [**name of party B**]’s separate property is the sole liability of [**name of party B**], who agrees to fully discharge that tax liability, including penal-

Initials

Initials

ties and interest, if any, out of [her/his] separate-property estate. **[Name of party B]** further agrees to indemnify and hold **[name of party A]** and [his/her] separate property harmless from (and **[name of party B]** releases **[name of party A]** and [his/her] property from) all such tax liability, including penalties and interest, if any, together with all tax liens of every kind and character that might hereafter arise from the filing of [her/his] separate return or [her/his] failure to file necessary or proper returns or to pay the required taxes with respect to [her/his] separate-property taxable income.

Each party is solely obligated to pay, from [his or her/his/her] separate-property estate, all estimated tax payments, if any, associated with [his or her/his/her] separate-property tax liability that are required to be paid for all taxable years that the parties are married.

All tax refunds that may be received in the future are the sole and separate property of the party whose separate-property estate generated the refund.

8.2 *Joint Tax Returns*

Notwithstanding the provisions of section 8.1 above and the intent and desire of the parties to file separate tax returns and to retain the wholly separate character of their respective separate properties, the parties acknowledge that the Internal Revenue Code, as amended, and the regulations thereunder, and similar codes and regulations of other states in certain instances provide, or may provide in the future, savings in taxes for married couples filing joint returns. If that is the case, the parties may file joint returns, but their election to file joint tax returns for any year of their marriage does not constitute a waiver of any provision of this agreement. **[Include if applicable:** At the option of either party, a party may request individual calculations to determine the pro rata share of any tax liability or tax refund as between each party's separate-property estate and the community-property estate in accordance with section 8.1 above.]

Initials

Initials

Article 9

Dissolution of Marriage by Court Order

Under [Tex. Fam. Code § 4.003](#), parties to a prenuptial agreement may provide for the disposition of property on marital dissolution. The following are examples of such provisions.

9.1 Property to [name of party A]

If either party files any proceeding for divorce, annulment, or to declare their marriage void (a “dissolution proceeding”), [name of party B] agrees that [name of party A] will be awarded all [his/her] separate property, including all property described in this agreement as being the separate property of [name of party A]. [Name of party B] agrees to release all interests or claims [she/he] may have in [name of party A]’s separate property. [Name of party B] further agrees to execute any documents necessary to set aside and confirm to [name of party A] [his/her] separate property and to release any and all claims that [name of party B] might have in and to [name of party A]’s separate property.

9.2 Property to [name of party B]

In the event of a dissolution proceeding between the parties, [name of party A] agrees that [name of party B] will be awarded all [her/his] separate property, including all property described in this agreement as being the separate property of [name of party B]. [Name of party A] agrees to release all interests or claims [he/she] may have in [name of party B]’s separate property. [Name of party A] further agrees to execute any documents necessary to set aside and confirm to [name of party B] [her/his] separate property and to release any and all claims that [name of party A] might have in and to [name of party B]’s separate property.

Initials

Initials

9.3 *Liabilities to [name of party A]*

In the event of a dissolution proceeding between the parties, [name of party A] agrees to be responsible for and pay all liabilities and obligations associated with [his/her] separate property, including all property described in this agreement as being the separate property of [name of party A]. [Name of party A] further agrees to indemnify and hold [name of party B] and [her/his] property harmless from all liabilities associated with [name of party A]'s separate property.

9.4 *Liabilities to [name of party B]*

In the event of a dissolution proceeding between the parties, [name of party B] agrees to be responsible for and pay all liabilities and obligations associated with [her/his] separate property, including all property described in this agreement as being the separate property of [name of party B]. [Name of party B] further agrees to indemnify and hold [name of party A] and [his/her] property harmless from all liabilities associated with [name of party B]'s separate property.

Warning: No case law is yet available concerning the ability of the parties to waive the spousal maintenance provisions of [Tex. Fam. Code ch. 8](#).

9.5 *Waiver of Temporary Spousal Support, Spousal Maintenance, and Alimony*

Neither party is entering into the marriage to obtain temporary spousal support, spousal maintenance, or alimony of any kind in the event of a dissolution proceeding. Each party waives any right that may exist under law to seek or obtain temporary spousal support, spousal maintenance, or alimony from the other party. If a court of competent jurisdiction orders either party to pay to the other party, or to a third party on behalf of the other party, temporary spousal support, spousal maintenance, or alimony of any kind during the pendency of a disso-

Initials

Initials

lution proceeding, that temporary spousal support, spousal maintenance, or alimony paid by one party to the other in connection with such a dissolution proceeding must be reimbursed to the party paying the temporary spousal support, spousal maintenance, or alimony within five days after receipt by the receiving party. Without limiting the generality of the foregoing, thus, for example, if \$1,000 in temporary alimony is paid by **[name of party A]** to **[name of party B]** during the pendency of a dissolution proceeding, the sum of \$1,000 must be reimbursed to **[name of party A]** by **[name of party B]** within five days after **[name of party B]** receives the \$1,000 from **[name of party A]**.

The parties agree, in the event the receiving party fails to reimburse the paying party as required above, that the party paying the temporary spousal support, spousal maintenance, or alimony shall be allowed a dollar-for-dollar offset against all future temporary spousal support, spousal maintenance, or alimony payments to be paid by the paying party to the receiving party **[include if applicable: or against other existing financial obligations on behalf of the community estate or on behalf of the receiving party]**. In the event of a failure by the receiving party to reimburse any temporary spousal support, spousal maintenance, or alimony payment to the paying party within five days as required above, the paying party shall notify the receiving party of the paying party's intent to exercise **[his or her/his/her]** right to offset all amounts unreimbursed at that point against all subsequent temporary spousal support, spousal maintenance, or alimony payments to be paid by the paying party **[include if applicable: or against other existing financial obligations on behalf of the community estate or on behalf of the receiving party]**. The paying party shall also notify the receiving party exactly which financial obligations the unreimbursed payments will be offset against. On receipt of that notice from the paying party, the receiving party shall be discharged from the obligation of reimbursement to the extent of the amount of the offset.

Initials

Initials

9.6 Waiver of Right to Occupy Separate-Property Residence

In the event of the filing of a dissolution proceeding, and in the event the parties' marital homestead is owned by one party as [his or her/his/her] separate property, the nonowner spouse agrees to waive all right [he or she/he/she] may have to continue residing in the marital homestead, both during the pendency of the dissolution proceeding and following the dissolution of the parties' marriage. In that event, the nonowner spouse agrees to vacate the marital homestead no later than [number] days following [his or her/his/her] receipt of notice of the filing of the dissolution proceeding.

9.7 Release and Waiver

If either party files a dissolution proceeding, neither party may seek a division of the property of either or both parties in a manner contrary to the terms of this agreement.

Each party relinquishes, disclaims, and waives all rights, title, and interest that [he or she/he/she] may have to seek a division of property and liabilities in a dissolution proceeding contrary to what is provided for in this agreement.

Include either or both of the following if applicable.

9.8 Division of Community Estate

If the parties' marriage is dissolved by court order, all community property acquired during the marriage, if any community property arises despite the parties' intent to the contrary, must be equally divided between the parties according to the existing fair market value of each asset. If the parties cannot agree on the fair market value, the fair market value will be determined by appraisals. The division of the community property may be made by distribut-

Initials

Initials

ing the entire interest of certain properties to one party, with an equalizing distribution of the properties or funds to the other party.

9.9 *Attorney's Fees*

During the pendency of any dissolution proceeding, neither party may be required to pay interim attorney's fees, costs, or other expenses to the other party or the other party's attorney. Each party further agrees to pay [his or her/his/her] own attorney's fees, costs, and other expenses on final hearing of any dissolution proceeding.

Article 10

Dissolution of Marriage by Death

Under [Tex. Fam. Code § 4.003](#), parties to a premarital agreement may provide for the disposition of property on death. The following are examples of such provisions.

10.1 *[Name of party A]'s Acceptance of [name of party B]'s Will and Waivers to Be Signed on Death of [name of party B]*

[Name of party A] agrees to accept the provisions of any last will and testament and codicils that may be in effect at the time of [name of party B]'s death in full discharge, settlement, and satisfaction of any and all right, title, and interest that [he/she], as [name of party B]'s spouse, might otherwise acquire in [her/his] estate and property.

Include the following if applicable.

Unless designated as a named beneficiary under a written instrument, [name of party A] waives and releases to [name of party B], [her/his] executors, administrators, or assigns, any and all rights of election given to [him/her] as the spouse of [name of party B], or through [him/her] to [his/her] heirs, to take against [her/his] last will and testament under any statutes,

Initials

Initials

now or hereafter in force, in Texas or any other state or foreign nation in which **[name of party B]** may have property at the time of [her/his] death.

Continue with the following.

If the marriage of the parties is dissolved by the death of **[name of party B]**, **[name of party A]** agrees and hereby binds [his/her] personal representatives and heirs to agree to release and convey to **[name of party B]**'s estate any interest [he/she] may then have or claim to have in the separate property of **[name of party B]**, including any property described in this agreement as being the separate property of **[name of party B]** or as belonging to **[name of party B]**'s separate estate, other than any benefit conferred on **[name of party A]** in article 11 of this agreement. **[Name of party A]** agrees to execute on request all instruments of release or conveyance that are necessary to give effect to this agreement. **[Name of party B]** hereby binds [her/his] personal representatives and heirs to release and convey to **[name of party A]** all of the interest, if any, that **[name of party B]** or [her/his] estate may have in the then separate property of **[name of party A]** and in all the property described in this agreement as being the separate property of **[name of party A]** or as belonging to **[name of party A]**'s separate estate unless otherwise provided for in article 11 of this agreement.

10.2 [Name of party B]'s Acceptance of [name of party A]'s Will and Waivers to Be Signed on Death of [name of party A]

[Name of party B] agrees to accept the provisions of any last will and testament and codicils that may be in effect at the time of **[name of party A]**'s death in full discharge, settlement, and satisfaction of any and all right, title, and interest that [she/he], as **[name of party A]**'s spouse, might otherwise acquire in [his/her] estate and property.

Include the following if applicable.

Initials

Initials

Unless designated as a named beneficiary under a written instrument, **[name of party B]** waives and releases to **[name of party A]**, **[his/her]** executors, administrators, or assigns, any and all rights of election given to **[her/him]** as the spouse of **[name of party A]**, or through **[her/him]** to **[her/his]** heirs, to take against **[his/her]** last will and testament under any statutes, now or hereafter in force, in Texas or any other state or foreign nation in which **[name of party A]** may have property at the time of **[his/her]** death.

Continue with the following.

If the marriage of the parties is dissolved by the death of **[name of party A]**, **[name of party B]** agrees and hereby binds **[her/his]** personal representatives and heirs to agree to release and convey to **[name of party A]**'s estate any interest **[she/he]** may then have or claim to have in the separate property of **[name of party A]**, including any property described in this agreement as being the separate property of **[name of party A]** or as belonging to **[name of party A]**'s separate estate, other than any benefit conferred on **[name of party B]** in article 11 of this agreement. **[Name of party B]** agrees to execute on request all instruments of release or conveyance that are necessary to give effect to this agreement. **[Name of party A]** hereby binds **[his/her]** personal representatives and heirs to release and convey to **[name of party B]** all of the interest, if any, that **[name of party A]** or **[his/her]** estate may have in the then separate property of **[name of party B]** and in all the property described in this agreement as being the separate property of **[name of party B]** or as belonging to **[name of party B]**'s separate estate unless otherwise provided for in article 11 of this agreement.

Include the following if applicable.

Initials

Initials

10.3 *Family Allowance to Surviving Spouse*

The parties agree that the surviving spouse will have the right to petition the court for the payment of a family allowance for the support of the surviving spouse following the death of a party, in accordance with the provisions of the Texas Estates Code.

Or

The parties agree that the surviving spouse will not have the right to petition the court for the payment of a family allowance for the support of the surviving spouse following the death of a party. In that regard, the surviving spouse hereby waives and releases to the deceased party and [his or her/his/her] executors, administrators, or assigns any and all rights to a family allowance now or hereafter in force in Texas or any other state or foreign jurisdiction.

Include the following if applicable.

10.4 *Life Estate in Homestead*

The parties agree that the surviving spouse will have a life estate in the homestead of the parties if, at the time of a party's death, the parties are still married to each other and there is not pending any dissolution proceeding or a suit for declaratory judgment to determine the validity of all or any portion of this agreement (a "declaratory judgment proceeding"). The parties further agree that, if the death of a party occurs at a time when a dissolution proceeding or a declaratory judgment proceeding is pending with respect to the parties' marriage, the surviving spouse irrevocably waives any right [he or she/he/she] might otherwise then have under the provisions of any "homestead" rights, now or hereafter in force under the constitution or the laws of Texas or any other state or foreign nation, as well as all rights [he or she/he/

Initials

Initials

she] might have under the provisions of the Texas Estates Code, as amended, relating to the right to have a life estate in the homestead of the parties.

Or

In the event of a party's death, the surviving party irrevocably waives any right [he or she/he/she] might otherwise then have under the provisions of any "homestead" rights, now or hereafter in force under the constitution or the laws of Texas or any other state or foreign nation, as well as all rights [he or she/he/she] might have under the provisions of the Texas Estates Code, as amended, relating to the right to have a life estate in the homestead of the parties.

Article 11

Retirement Benefits

Warning: The waiver of an interest in certain retirement benefits is controlled by federal law, which should be consulted before the following provisions are included. See the practice notes at sections [63.13](#) and [63.23](#).

11.1 Waiver of Retirement Benefits by **[name of party A]**

Unless named by a written instrument as a beneficiary by **[name of party B]**, **[name of party A]** waives all right, title, and interest, if any, that [he/she] may acquire by virtue of [his/her] marriage to **[name of party B]** in all of **[name of party B]**'s retirement benefits and disability benefits, whether lump sum or installment, any profit-sharing interests, and any other employee benefits arising out of **[name of party B]**'s past, present, or future employment. **[Name of party A]** acknowledges that this waiver includes all rights that [he/she] may have to receive benefits or payments from any 401(k) plan, SEP account, individual retirement account, profit-sharing plan, or any other type of employee benefit plan that **[name of party B]** has or may have in the future. **[Name of party A]** further waives all rights [he/she] may have,

Initials

Initials

after the marriage of the parties, to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party B]** under the terms of [her/his] current or future employee benefit plan or plans. **[Name of party A]** agrees to execute the Property Agreement between Spouses within five days of being presented that document in order to comply with all requests by **[name of party B]** involving **[name of party B]**'s designation of beneficiaries in connection with [her/his] current or future employee benefit plan or plans of any type. **[Name of party A]** further agrees to consent in writing to, and accept, **[name of party B]**'s designation of beneficiary with respect to the plan or plans and to sign any spousal consent that might be requested or required by **[name of party B]** at any time with respect to any such plan or plans, even if the consent does not provide for the payment of survivor benefits on **[name of party B]**'s death.

11.2 Waiver of Retirement Benefits by [name of party B]

Unless named by a written instrument as a beneficiary by **[name of party A]**, **[name of party B]** waives all right, title, and interest, if any, that [she/he] may acquire by virtue of [her/his] marriage to **[name of party A]** in all of **[name of party A]**'s retirement benefits and disability benefits, whether lump sum or installment, any profit-sharing interests, and any other employee benefits arising out of **[name of party A]**'s past, present, or future employment. **[Name of party B]** acknowledges that this waiver includes all rights that [she/he] may have to receive benefits or payments from any 401(k) plan, SEP account, individual retirement account, profit-sharing plan, or any other type of employee benefit plan that **[name of party A]** has or may have in the future. **[Name of party B]** further waives all rights [she/he] may have, after the marriage of the parties, to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party A]** under the terms of [his/her] current or future employee benefit plan or plans. **[Name of party B]** agrees to execute the Property Agreement between Spouses within five days of being

Initials

Initials

presented that document in order to comply with all requests by [name of party A] involving [name of party A]’s designation of beneficiaries in connection with [his/her] current or future employee benefit plan or plans of any type. [Name of party B] further agrees to consent in writing to, and accept, [name of party A]’s designation of beneficiary with respect to the plan or plans and to sign any spousal consent that might be requested or required by [name of party A] at any time with respect to any such plan or plans, even if the consent does not provide for the payment of survivor benefits on [name of party A]’s death.

Article 12

Gifts

12.1 Gifts

The parties acknowledge that during their marriage each party may, from time to time, make gifts of property to the other party. These interspousal gifts may be made on a special occasion, such as a birthday or anniversary, or on any other occasion a party may choose. The parties recognize that frequently claims of “gifts” are alleged in the context of a dissolution proceeding. To remove any uncertainty about the issue of interspousal gifts, the parties agree that:

1. Gifts of wearing apparel, jewelry, and athletic equipment may be established by parol testimony if the item or property is customarily used and enjoyed exclusively by the party claiming it as a gift to him or her;
2. Gifts of other items of personal property not covered by item 1. above, such as furnishings, artwork, cash, and collections, must be established by clear and convincing evidence; and

Initials

Initials

3. Any property that is held by title, as in a deed, in a certificate, or by account name, may not be effectively transferred to the party claiming it as a gift unless, in fact, the deed, certificate, or account is transferred by name to the party claiming the gift.

12.2 Gift Tax Consequences

Each party retains the right to make gifts of [his or her/his/her] separate property without regard to blood or other relationship of the donee. Conditional on any such gift being made from the separate property of a party, the party making the gift may deem the other party as the donor of one-half of the gift for federal tax purposes, if allowable under the relevant law, but without personal liability to the deemed donor. If the deemed donor is held responsible for the payment of federal gift tax, the actual donor must indemnify and hold harmless the deemed donor and [his or her/his/her] property from the liability and must reimburse the deemed donor the amount of the tax, including all penalties and interest, if any, within ten days after the deemed donor has paid any such taxes, penalties, or interest. Notwithstanding any of the provisions set forth in this section 12.2 to the contrary, the parties agree that any gift in excess of the annual gift tax exclusion that would be applied to either party's unified lifetime credit must be consented to in writing by the parties before the making of the gift.

Article 13

Independent Conveyances or Bequests

13.1 Independent Conveyances or Bequests

If either party voluntarily conveys to the other party an interest in [his or her/his/her] separate property that is declared by law, or by this agreement, to be the separate property of one party, either by will, survivorship agreement, or instrument of conveyance or by document of title signed by the transferring party, the provisions of that will, survivorship agree-

Initials

Initials

ment, instrument of conveyance, or document of title control over the provisions of this agreement to the extent of any conflict between the two documents regarding such property other than property that is personal to the other party. Absent such a will, survivorship agreement, instrument of conveyance, or document of title expressly conveying such property, all properties remain in the ownership of the party owning or designated as owning the property as [his or her/his/her] separate property.

Nothing in this agreement may be construed as prohibiting one party from giving property to the other party by will, survivorship agreement, instrument of conveyance, document of title, or other written instrument between the parties.

Article 14

General Agreements

14.1 General Agreements

Except as specifically set forth in this agreement to the contrary, the parties agree to the following:

1. That the separate property of each party, and the property described or created in this agreement as being the separate property of or belonging to the separate estate of each party, will be free from any claim of the other party that may arise as a result of or during the marriage.
2. That any money used for the benefit of the other party will be presumed to be a gift to the other party, as contrasted with a payment for which reimbursement or repayment is later expected, unless the parties agree otherwise in writing.

Initials

Initials

3. That this agreement applies during the lifetime of both parties, including on dissolution of their marriage by court order, as well as on the death of either or both parties.

4. That this agreement extends to any rights, whether choate or inchoate, that may arise under the laws of any jurisdiction.

Article 15

Reimbursement

15.1 No Reimbursement Claims

[**Name of party A**] waives the right to assert any claim for reimbursement that [he/she] might have in the future on behalf of or against the community estate. [**Name of party A**] further waives the right to assert any claim for reimbursement that [he/she] might have in the future against the separate estate of [**name of party B**].

[**Name of party B**] waives the right to assert any claim for reimbursement that [she/he] might have in the future on behalf of or against the community estate. [**Name of party B**] further waives the right to assert any claim for reimbursement that [she/he] might have in the future against the separate estate of [**name of party A**].

Article 16

Arbitration

16.1 Arbitration

The provisions for binding arbitration must be in accordance with Texas arbitration law, including but not limited to sections 6.601 and 153.0071 of the Texas Family Code.

Initials

Initials

The parties agree to submit to binding arbitration any dispute or controversy regarding the validity, interpretation, or enforceability of this agreement, as well as all issues involving its enforcement in connection with a dissolution proceeding between the parties. Each party expressly waives any right to trial by a court or trial by a jury. If a dissolution proceeding or declaratory judgment proceeding is filed in Texas, the arbitrator appointed under this agreement will simultaneously be designated as special master under the Texas Rules of Civil Procedure, and the parties agree to jointly apply to the court for any orders that are necessary to vest the arbitrator with all powers and authority of a special master under the rules.

The parties agree to appoint one arbitrator, whose decisions will be binding in all respects. Any arbitrator appointed by the parties must be an attorney who has undergone arbitration training conducted by the American Bar Association or the American Academy of Matrimonial Lawyers and is in good standing with the State Bar of Texas. **[Include if applicable:** The arbitrator must also be board certified in family law by the Texas Board of Legal Specialization.] The first party requesting arbitration must designate the name of an arbitrator in the request. The other party must then designate the name of an arbitrator. If the parties cannot agree on an arbitrator within fourteen days after either party's written request for arbitration, the two designees must select a qualified arbitrator, who will be designated the sole arbitrator of the dispute. If the parties cannot agree on the ground rules and procedures to be followed during the arbitration proceedings, the arbitrator shall have the sole authority to establish the ground rules and procedures to be followed during the arbitration proceeding. The parties agree to attend the arbitration on the date and at the time and place set by the arbitrator. The cost of arbitration must be borne as the arbitrator directs. The award of the arbitrator will be binding and conclusive on the parties, and a judgment setting forth the arbitration award may be entered in any court of competent jurisdiction.

Initials

Initials

Article 17

General Provisions

17.1 When Effective

The parties are executing this agreement before their marriage, to be effective on the date of their marriage, and it will exist through the whole of their marriage and thereafter, until it is fully performed, amended, or revoked. This agreement is void following its execution if the parties are not married within ninety days.

17.2 Execution of Documents

Each party agrees to cooperate fully with the other in performing all acts and in executing, acknowledging, and delivering all instruments and documents required to accomplish the intent of this agreement.

17.3 Presumption of Separate Property

Any property held in [**name of party A**]'s individual name is presumed to be the separate property of [**name of party A**]. Any property held in [**name of party B**]'s individual name is presumed to be the separate property of [**name of party B**]. Any property or liability inadvertently omitted from the schedules attached to this agreement is the separate property or liability of the party to whom it belongs or by whom it was incurred.

17.4 Enforceability

This agreement may be enforced by suit in law or equity by either of the parties or by their heirs, executors, attorneys, or assigns. Each party agrees that, by signing this agreement and accepting any benefit whatsoever under it, [he or she/he/she] is estopped and barred from

Initials

Initials

making any claim of any kind at any time to any separate property or the separate estate of the other party or to any property described in this agreement as being the separate property of the other party. Each party waives [his or her/his/her] right to make claims to any separate property of the other party or to any property designated as belonging to the separate estate of the other party, whether the property is acquired before or after this agreement is signed.

17.5 Place of Performance; Governing Law; Application

All rights, duties, and obligations under this agreement are payable and enforceable in [county] County, Texas.

Texas law in effect at the date of the parties' marriage governs the construction, interpretation, and enforcement of this agreement to the maximum extent permitted by law.

The parties expressly intend and agree that this agreement applies to and governs all real and personal property, wherever situated, owned by either party at the time of marriage or acquired by either party after marriage, regardless of any change of domicile of the parties or the location of the real estate. If one or both of the parties ever becomes domiciled in a jurisdiction other than Texas, the status of all property thereafter acquired by that party must be controlled to the maximum extent by the terms of this agreement interpreted under Texas law in effect at the date of the parties' marriage. The desire of the parties that each preserve [his or her/his/her] separate property or separate estate under Texas law and keep it free from the claims of the other party corresponds to their desire that each party should have and hold the property free from the claims of the other party under the laws of all other jurisdictions, even if the other jurisdictions do not recognize community property but instead speak of "marital property" and "nonmarital property" or like terms. For any property of either party whose ownership is not controlled by the marital property laws of Texas, when this agreement speaks of property as being the separate property of a party, reference is made to property acquired in

Initials

Initials

such a manner that it would meet the definition of separate property under the Texas Constitution or the Texas Family Code, as amended.

17.6 Successors

This agreement binds and inures to the benefit of the parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

17.7 Waiver of Breach or Term

The waiver of any breach of any provision of this agreement does not waive any other breach of that or any other provision. Waiver of any term of this agreement may be accomplished only concerning future performance and only by a written instrument signed by both parties expressly stating the provisions waived.

17.8 Amendment or Modification

This agreement may be waived, abandoned, modified, amended, discharged, or terminated only by a written instrument signed by both parties that specifically identifies the waiver, abandonment, modification, amendment, discharge, or termination.

17.9 Attorney's Fees and Expenses for Enforcement

If either party brings an action or other proceeding to enforce this agreement or to enforce any judgment, decree, or order made by a court in connection with this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and other necessary costs from the other party. If either party files a declaratory judgment proceeding to determine the enforceability of this agreement, neither party will be entitled to an award of attorney's fees unless a party successfully challenges the validity of this agreement, in which event the

Initials

Initials

court will have the authority to award attorney's fees. If either party seeks to invalidate some or all of this agreement or the related Property Agreement between Spouses or seeks to recover property in a manner at variance with this agreement or the related Property Agreement between Spouses, the successful party will be entitled to recover reasonable attorney's fees and other necessary costs from the other party.

17.10 Exclusive Remedy for Nonmonetary Breach

Except as expressly provided otherwise in this agreement, the exclusive judicial remedy of either party against the other for failure to perform any nonmonetary duty or obligation under any provision of this agreement is judicial enforcement by judgment for specific performance or mandatory injunction and writ of execution to compel performance, plus reasonable attorney's fees. Neither party is entitled to recover any damages, actual or consequential, for any nonmonetary breach. No failure of either party to perform any nonmonetary duty or obligation under this agreement diminishes or impairs the full effectiveness of its provisions.

17.11 Partial Invalidity

If any provision of this agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable.

17.12 Assignment Prohibited

This agreement is personal to the parties, and neither party may assign or delegate any of [his or her/his/her] rights or obligations under it.

17.13 Entire Agreement

This instrument contains the parties' entire agreement on the subject matter of the agreement. This agreement replaces any earlier agreements or understandings, whether writ-

Initials

Initials

ten or oral, and there are no contemporaneous written or oral agreements that are not fully expressed in it.

17.14 Titles and Captions

Article headings, titles, and captions contained in this agreement are merely for reference and do not define, limit, extend, or describe the scope of this agreement or any provision.

17.15 No Construction against Draftsman

No provision of this agreement may be interpreted for or against any party because the party or the party's legal representative drafted the provision.

17.16 Representation

Select one of the following.

The attorney representing **[name of party A]** is **[name]**. The attorney representing **[name of party B]** is **[name]**. **[Name of party A]** has not received any legal, financial, or other kind of advice from **[name of party B]** or from [her/his] attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party B]** has not received any legal, financial, or other kind of advice from **[name of party A]** or from [his/her] attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party A]** is relying on [his/her] own judgment and the advice of [his/her] attorney in entering into this agreement. **[Name of party B]** is relying on [her/his] own judgment and the advice of [her/his] attorney in entering into this agreement.

Or

[[Name of party A]/[name of party B]] acknowledges that [he/she] has had the opportunity to retain independent counsel to represent [him/her] in connection with this agreement

Initials

Initials

and that [he/she] has been encouraged by [[name of party B]/[name of party A]] and others to obtain an attorney of [his/her] choice to represent [him/her], but that [he/she] has specifically declined to do so and is relying on [his/her] own judgment in entering into this agreement. Notwithstanding the fact that [[name of party A]/[name of party B]] has represented [himself/herself] in this matter, [[name of party A]/[name of party B]] reaffirms the warranties made by [him/her] in this agreement and further represents and warrants that [he/she] has the requisite knowledge, skill, and training to fully understand the consequences of [his/her] execution of this agreement. Finally, [[name of party A]/[name of party B]] represents and warrants that [he/she] has not received any legal, financial, or other kind of advice from [[name of party B]/[name of party A]] or [name] or any other attorney with the law firm of [name] in connection with the advisability or nonadvisability of entering into this agreement.

17.17 *Incorporation of Schedules*

All schedules to this agreement are fully incorporated into this agreement as completely as if they were copied verbatim in the body of it.

17.18 *Nondisqualification*

If any dispute arises out of this agreement, whether by arbitration or litigation, each party waives any claim of disqualification against representation of the other party by the attorneys who participated in negotiating and drafting this agreement.

Include 17.19 if applicable.

17.19 *Suits Affecting the Parent-Child Relationship*

Nothing in this agreement affects either party's rights in any suit affecting the parent-child relationship.

Initials

Initials

17.20 Multiple Originals

This agreement is executed in multiple originals. This agreement is signed after the execution of the Waiver of Disclosure of Financial Information.

Article 18

Representations and Warranties

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT [HE OR SHE/HE/SHE] IS PERMANENTLY SURRENDERING RIGHTS AND CLAIMS [HE OR SHE/HE/SHE] WOULD OTHERWISE HAVE UNDER TEXAS LAW AND UNDER THE LAW OF OTHER JURISDICTIONS.

18.1 Representations and Warranties of [name of party A]

My name is [name of party A]. I represent and warrant that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules attached or referred to, in their entirety].

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and of the Property Agreement between Spouses and about the spousal rights and liabilities of both parties on entering into marriage.

3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [include if applicable: AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].

 Initials

 Initials

4. I have given careful and mature thought to the making of this agreement.
5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect.
6. I have investigated the property and financial obligations of **[name of party B]** sufficiently to satisfy any questions I have in that regard, and I expressly waive any right to disclosure of the property and financial obligations of **[name of party B]** beyond the disclosures provided.
7. I am not relying on any fiduciary obligations owed by one party to the other party or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by **[name of party B]** or anyone acting on [her/his] behalf.
8. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any separate property or the separate estate of **[name of party B]**, except as expressly provided for in this agreement.
9. I fully understand that by executing this agreement I may be adversely affecting my inheritance rights and property **[include if applicable: and that I am permanently surrendering rights to income and property I would otherwise have under Texas law]**.
10. I am executing this agreement with intent to be bound fully by all its terms.

[Name of party A]

Initials

Initials

18.2 Representations and Warranties of [name of party B]

My name is [name of party B]. I represent and warrant that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules attached or referred to, in their entirety].

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and of the Property Agreement between Spouses and about the spousal rights and liabilities of both parties on entering into marriage.

3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [include if applicable: AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].

4. I have given careful and mature thought to the making of this agreement.

5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect.

6. I have investigated the property and financial obligations of [name of party A] sufficiently to satisfy any questions I have in that regard, and I expressly waive any right to disclosure of the property and financial obligations of [name of party A] beyond the disclosures provided.

7. I am not relying on any fiduciary obligations owed by one party to the other party or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by [name of party A] or anyone acting on [his/her] behalf.

Initials

Initials

8. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any separate property or the separate estate of **[name of party A]**, except as expressly provided for in this agreement.

9. I fully understand that by executing this agreement I may be adversely affecting my inheritance rights and property **[include if applicable: and that I am permanently surrendering rights to income and property I would otherwise have under Texas law]**.

10. I am executing this agreement with intent to be bound fully by all its terms.

[Name of party B]

EXECUTED in multiple originals on the dates and at the times of the acknowledgments shown below.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on
_____ by **[name of party A]**.

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Initials

Initials

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____ .M. on
_____ by **[name of party B]**.

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney
representing either party to this agreement.

Attach the following schedules and, if applicable, a copy of the
property agreement between spouses.

Initials

Initials

Schedule A

To Premarital Agreement between **[name of party A]** and **[name of party B]** dated **[date]**.

Property of **[name of party A]**

1. The following real property, commonly known as **[address]**, **[city]**, **[county]** County, Texas, including but not limited to all rental income, sales proceeds, warranties, keys, house plans, service contracts, and utility deposits relating to it, and more particularly described as follows: **[legal description]**.

2. All sums of cash in the possession of or subject to the control of **[name of party A]**, together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in **[name of party A]**'s name or from which **[name of party A]** has a right to withdraw funds or which are subject to **[name of party A]**'s control, including but not limited to money on account in the following banks, savings institutions, or other financial institutions: **[list]**.

3. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases, mutations, enhancements, interest income, and the proceeds therefrom, and all other rights related to any Keogh plan, profit-sharing plan, retirement plan, pension plan, annuity, money market investment account, individual retirement account, or like benefit program existing by reason of **[name of party A]**'s past, present, or future employment, including but not limited to: **[list]**.

4. All wearing apparel, jewelry, and other personal effects in the possession of or subject to the control of **[name of party A]** or otherwise owned by **[him/her]** as of the date of the parties' marriage.

Initials

Initials

5. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the control of **[name of party A]**, as well as all other items otherwise owned by [him/her] as of the date of the parties' marriage.

6. All policies of life insurance, including all cash values and any increases, mutations, enhancements, interest income, and dividend income received therefrom, insuring the life of **[name of party A]**, including but not limited to the following: **[list]**.

7. The **[year and model]** automobile, vehicle identification number **[number]**, together with all prepaid insurance.

8. All other property and property rights set aside to **[name of party A]** under the terms of this Prenuptial Agreement.

[Name of party A]

Initials

Initials

Schedule B

To Premarital Agreement between **[name of party A]** and **[name of party B]** dated **[date]**.

Property of **[name of party B]**

1. The following real property, commonly known as **[address]**, **[city]**, **[county]** County, Texas, including but not limited to all rental income, sales proceeds, warranties, keys, house plans, service contracts, and utility deposits relating to it, and more particularly described as follows: **[legal description]**.

2. All sums of cash in the possession of or subject to the control of **[name of party B]**, together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in **[name of party B]**'s name or from which **[name of party B]** has a right to withdraw funds or which are subject to **[name of party B]**'s control, including but not limited to money on account in the following banks, savings institutions, or other financial institutions: **[list]**.

3. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases, mutations, enhancements, interest income, and the proceeds therefrom, and all other rights related to any Keogh plan, profit-sharing plan, retirement plan, pension plan, annuity, money market investment account, individual retirement account, or like benefit program existing by reason of **[name of party B]**'s past, present, or future employment, including but not limited to: **[list]**.

4. All wearing apparel, jewelry, and other personal effects in the possession of or subject to the control of **[name of party B]** or otherwise owned by **[her/him]** as of the date of the parties' marriage.

Initials

Initials

5. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the control of **[name of party B]**, as well as all other items otherwise owned by [her/him] as of the date of the parties' marriage.

6. All policies of life insurance, including all cash values and any increases, mutations, enhancements, interest income, and dividend income received therefrom, insuring the life of **[name of party B]**, including but not limited to the following: **[list]**.

7. The **[year and model]** automobile, vehicle identification number **[number]**, together with all prepaid insurance.

8. All other property and property rights set aside to **[name of party B]** under the terms of this Prenuptial Agreement.

[Name of party B]

Initials

Initials

Schedule C

To Premarital Agreement between **[name of party A]** and **[name of party B]** dated **[date]**.

Liabilities of **[name of party A]**

1. All indebtedness due on any separate-property asset listed in Schedule A of this agreement, unless specifically provided herein to the contrary.
2. All obligations of **[name of party A]** specifically referred to in article 4 of this agreement.
3. All ad valorem taxes, personal property taxes, and assessments or other charges due or to become due in connection with any asset owned by **[name of party A]** as **[his/her]** separate property.
4. The balance due, including principal and interest, on all credit cards and charge accounts in **[name of party A]**'s name that are due and payable as of the date of **[his/her]** execution of this agreement, together with all amounts that may be due and payable following **[his/her]** execution of this agreement.
5. All contingent liability of **[name of party A]**'s that may occur as a result of **[his/her]** partnership interest in **[specify]**.
6. All attorney's fees and other costs incurred by **[name of party A]** in connection with the preparation of this Premarital Agreement.
7. All foreign, federal, and state income tax liabilities, including all penalties and interest, if any, of **[name of party A]** for the year **[year]** and all prior years.

Initials

Initials

[Name of party A]

Initials

Initials

Schedule D

To Premarital Agreement between **[name of party A]** and **[name of party B]** dated **[date]**.

Liabilities of **[name of party B]**

1. All indebtedness due on any separate-property asset listed in Schedule B of this agreement, unless specifically provided herein to the contrary.
2. All obligations of **[name of party B]** specifically referred to in article 4 of this agreement.
3. All ad valorem taxes, personal property taxes, and assessments or other charges due or to become due in connection with any asset owned by **[name of party B]** as **[her/his]** separate property.
4. The balance due, including principal and interest, on all credit cards and charge accounts in **[name of party B]**'s name that are due and payable as of the date of **[her/his]** execution of this agreement, together with all amounts that may be due and payable following **[her/his]** execution of this agreement.
5. All contingent liability of **[name of party B]**'s that may occur as a result of **[her/his]** partnership interest in **[specify]**.
6. All attorney's fees and other costs incurred by **[name of party B]** in connection with the preparation of this Premarital Agreement.
7. All foreign, federal, and state income tax liabilities, including all penalties and interest, if any, of **[name of party B]** for the year **[year]** and all prior years.

Initials

Initials

[Name of party B]

Initials

Initials

Form 63-4

This agreement should be executed by the parties, following marriage, only if the premarital agreement contains provisions for the waiver by one or both parties of the other party's retirement benefits or if the parties are agreeing that income from separate property will be separate property.

Property Agreement between Spouses

The parties to this Property Agreement between Spouses are **[name of party A]** and **[name of party B]**, the spouses. This agreement is entered into in accordance with the Premarital Agreement previously executed by the spouses.

The spouses stipulate as follows:

1. **[Name of party A]** and **[name of party B]** were married on **[date]**.

2. The spouses presently own as separate property the real and/or personal property described in Schedules A and B of the Premarital Agreement. Schedule A contains a description of the property owned at the time of marriage by **[name of party A]** as [his/her] sole and separate property, and Schedule C contains a description of [his/her] debts and obligations. Schedule B contains a description of the property owned at the time of marriage by **[name of party B]** as [her/his] sole and separate property, and Schedule D contains a description of [her/his] debts and obligations.

3. The spouses desire to ratify their Premarital Agreement and to provide by this agreement (a) that all income arising from **[name of party A]**'s separate property will be [his/her] separate property and remain under [his/her] ownership, management, and control, both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from **[name of party A]** to **[name of party B]** by will or

Initials

Initials

other written instrument; and (b) that all income arising from **[name of party B]**'s separate property will be **[her/his]** separate property and remain under **[her/his]** ownership, management, and control, both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from **[name of party B]** to **[name of party A]** by will or other written instrument.

In consideration of the mutual covenants contained in this agreement and other good and valuable consideration, receipt of which is hereby acknowledged, and in accordance with the Premarital Agreement previously entered into by the spouses, **[name of party A]** and **[name of party B]** agree as follows:

Article 1

Income Arising from Separate Property of **[name of party A]**

All future earnings and income arising during marriage from the separate property of **[name of party A]**, as well as all subsequent income arising from the reinvestment of that income, is the separate property of **[name of party A]** unless the parties specifically agree in writing to the contrary.

Article 2

Income Arising from Separate Property of **[name of party B]**

All future earnings and income arising during marriage from the separate property of **[name of party B]**, as well as all subsequent income arising from the reinvestment of that income, is the separate property of **[name of party B]** unless all parties specifically agree in writing to the contrary.

Initials

Initials

Article 3

Waiver of Retirement Benefits by **[name of party A]**

Warning: The waiver of an interest in certain retirement benefits is controlled by federal law, which should be consulted before the following provisions are included. See the practice notes at section [63.23](#).

*3.1 Waiver by **[name of party A]***

[Name of party A] waives all right, title, and interest, if any, that [he/she] has or may have by virtue of [his/her] marriage to **[name of party B]** in all of **[name of party B]**'s retirement benefits **[include if applicable: and disability benefits]**, whether lump sum or installment, arising out of **[name of party B]**'s past, present, or future employment. **[Name of party A]** acknowledges that this waiver includes all rights that [he/she] has or may have to receive any benefits or payments from **[name of party B]**'s 401(k) plan **[include if applicable: as well as any interest in **[name of party B]**'s individual retirement account]**. **[Name of party A]** further waives all rights [he/she] may have to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party B]** under the terms of [her/his] current or future employee benefit plan or plans. This waiver is effective whether the parties' marriage is terminated by death or by court order.

[Include the following if party B has designated a specific beneficiary: **[Name of party A] acknowledges that **[name of party B]** has designated **[name]** as the beneficiary of all benefits associated with **[name of party B]**'s interest in [her/his] **[describe retirement plan]** as a result of [her/his] employment with **[name of employer]**. **[Name of party A]** further acknowledges that [he/she] has the right to limit [his/her] consent relating to **[name of party B]**'s designation of a particular beneficiary. However, **[name of party A]**, by executing this agreement, voluntarily elects to relinquish that right.]**

Initials

Initials

Article 4

Waiver of Retirement Benefits by **[name of party B]**

Warning: The waiver of an interest in certain retirement benefits is controlled by federal law, which should be consulted before the following provisions are included. See the practice notes at section [63.23](#).

*4.1 Waiver by **[name of party B]***

[Name of party B] waives all right, title, and interest, if any, that [she/he] has or may have by virtue of [her/his] marriage to **[name of party A]** in all of **[name of party A]**'s retirement benefits [**include if applicable:** and disability benefits], whether lump sum or installment, arising out of **[name of party A]**'s past, present, or future employment. **[Name of party B]** acknowledges that this waiver includes all rights that [she/he] has or may have to receive any benefits or payments from **[name of party A]**'s 401(k) plan [**include if applicable:** as well as any interest in **[name of party A]**'s individual retirement account]. **[Name of party B]** further waives all rights [she/he] may have to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party A]** under the terms of [his/her] current or future employee benefit plan or plans. This waiver is effective whether the parties' marriage is terminated by death or by court order.

[Include the following if party A has designated a specific beneficiary: [Name of party B] acknowledges that **[name of party A]** has designated **[name]** as the beneficiary of all benefits associated with **[name of party A]**'s interest in [his/her] **[describe retirement plan]** as a result of [his/her] employment with **[name of employer]**. **[Name of party B]** further acknowledges that [she/he] has the right to limit [her/his] consent relating to **[name of party A]**'s designation of a particular beneficiary. However, **[name of party B]**, by executing this agreement, voluntarily elects to relinquish that right.]

 Initials

 Initials

Article 5

Execution of Documents

Each spouse agrees to cooperate fully with the other spouse in performing all acts and in executing, acknowledging, and delivering any instruments or documents required to accomplish the intent of this agreement. The spouses further agree to execute all instruments or documents within **[number]** days of receipt from the other spouse.

Article 6

Ratification of Premarital Agreement

This agreement, as well as being a contract in its own right, is a ratification of the Premarital Agreement previously executed by the spouses before their marriage.

Article 7

Representation

Select one of the following.

The attorney representing **[name of party A]** is **[name]**. The attorney representing **[name of party B]** is **[name]**. **[Name of party A]** has not received any legal, financial, or other kind of advice from **[name of party B]** or from [her/his] attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party B]** has not received any legal, financial, or other kind of advice from **[name of party A]** or from [his/her] attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party A]** is relying on [his/her] own judgment and the advice of [his/her] attorney in entering into this agreement. **[Name of party B]** is relying on [her/his] own judgment and the advice of [her/his] attorney in entering into this agreement.

Initials

Initials

Or

[[**Name of party A**]/[**name of party B**]] acknowledges that [he/she] has been advised and encouraged and has had the opportunity to retain an attorney to represent [him/her] in connection with this agreement but has specifically declined to do so. Nevertheless, [[**name of party A**]/[**name of party B**]] represents and warrants that [he/she] has the requisite knowledge and training to fully understand this agreement and understands that by executing this agreement [he/she] may adversely affect [his/her] marital property rights. [[**Name of party A**]/[**name of party B**]] is relying on [his/her] own judgment in entering into this agreement.

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT [HE OR SHE/HE/SHE] IS PERMANENTLY SURRENDERING RIGHTS TO INCOME OR PROPERTY [HE OR SHE/HE/SHE] WOULD OTHERWISE HAVE UNDER TEXAS LAW AND THE LAW OF OTHER JURISDICTIONS.

EXECUTED in multiple originals on the dates of the acknowledgments shown below.

Acknowledgment of [**name of party A**]

My name is [**name of party A**]. I acknowledge that:

1. I have carefully read each and every page of this agreement [**include if applicable:** and all schedules referred to, in their entirety].
2. I am entering into this agreement freely and voluntarily [**include if applicable:** after receiving the advice of independent legal counsel].
3. I have given careful and mature thought to the making of this agreement.

Initials

Initials

4. I completely understand the provisions of this agreement concerning its nature, subject matter, and legal effect.

Select one of the following.

5. I have been completely informed of the facts relating to the subject matter of this agreement, including the fact that by signing this agreement I am permanently surrendering rights to income and property I would otherwise have under Texas law.

Or

5. I am freely and voluntarily entering into this agreement and understand that by executing this agreement I may be adversely affecting my marital rights and property.

Continue with the following.

[Name of party A]

Acknowledgment of [name of party B]

My name is [name of party B]. I acknowledge that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules referred to, in their entirety].

2. I am entering into this agreement freely and voluntarily [include if applicable: after receiving the advice of independent legal counsel].

3. I have given careful and mature thought to the making of this agreement.

4. I completely understand the provisions of this agreement concerning its nature, subject matter, and legal effect.

Initials

Initials

Select one of the following.

5. I have been completely informed of the facts relating to the subject matter of this agreement, including the fact that by signing this agreement I am permanently surrendering rights to income and property I would otherwise have under Texas law.

Or

5. I am freely and voluntarily entering into this agreement and understand that by executing this agreement I may be adversely affecting my marital rights and property.

Continue with the following.

[Name of party B]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on

_____ by [name of party A].

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Initials

Initials

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on
_____ by **[name of party B]**.

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney
representing either party to this agreement.

Attach appropriate schedules. The schedules should be
signed by the parties. See examples in form [63-3](#).

Initials

Initials

Form 63-5

This waiver must be signed before the partition or exchange agreement is executed to ensure enforceability of the agreement. See [Tex. Fam. Code § 4.105\(a\)\(2\)\(B\)](#). If this form is used with a separation agreement, omit the reference to [Tex. Fam. Code § 4.105](#).

Waiver of Disclosure of Financial Information

[Partition or Exchange Agreement]

This Waiver of Disclosure of Financial Information is made by **[name of party A]** and **[name of party B]** (the “parties”). The parties are now married and are executing this waiver in accordance with the provisions of section 4.105 of the Texas Family Code.

1. *Waiver of Disclosure by [name of party A]*

I, **[name of party A]**, acknowledge receiving a copy of the proposed partition or exchange agreement. I have read it and fully understand it. I have been provided a fair and reasonable disclosure of the property and financial obligations of **[name of party B]**. I voluntarily waive any further disclosures regarding the property, including its value, and the financial obligations of **[name of party B]** beyond the disclosures provided in the proposed partition or exchange agreement. I acknowledge that I have been offered an opportunity to further investigate the property, including its value, and the financial obligations of **[name of party B]**. However, I waive the opportunity for further investigation.

2. *Waiver of Disclosure by [name of party B]*

I, **[name of party B]**, acknowledge receiving a copy of the proposed partition or exchange agreement. I have read it and fully understand it. I have been provided a fair and reasonable disclosure of the property and financial obligations of **[name of party A]**. I voluntarily waive any further disclosures regarding the property, including its value, and the financial obligations of **[name of party A]** beyond the disclosures provided in the proposed partition

or exchange agreement. I acknowledge that I have been offered an opportunity to further investigate the property, including its value, and the financial obligations of **[name of party A]**. However, I waive the opportunity for further investigation.

3. *Execution*

The parties acknowledge executing this Waiver of Disclosure of Financial Information in multiple originals on the dates and at the times of the acknowledgments. The parties further acknowledge signing this Waiver of Disclosure of Financial Information before the execution of the partition or exchange agreement. **[Include if applicable:** A copy of the Partition or Exchange Agreement is attached to this waiver as Exhibit **[exhibit number/letter]**.]

[Name of party A]

[Name of party B]

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on
_____ by **[name of party A]**.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on
_____ by **[name of party B]**.

Notary Public, State of Texas

Attach a copy of the partition or exchange agreement if applicable.

Form 63-6

This example is furnished merely for illustration and should not be used as a standard form. The nature of partition or exchange agreements makes the variables so numerous as to defy the use of simple forms.

This form is designed to be used by married persons to partition or exchange community property as desired and to agree that all future income and property arising from the property being partitioned or exchanged will also be separate property.

Partition or Exchange Agreement [Basic]

The parties to this Partition or Exchange Agreement are [name of party A], of [county] County, Texas, and [name of party B], of [county] County, Texas.

Stipulations

1. The parties are entering into this agreement in accordance with article XVI, section 15, of the Texas Constitution, as amended, and relevant sections of the Texas Family Code, as amended. Section 3.001 of the Texas Family Code defines a spouse's separate property as the property owned or claimed by the spouse before marriage; the property acquired by the spouse during marriage by gift, devise, or descent; and the recovery for personal injuries sustained by the spouse during marriage, except any recovery for loss of earning capacity during marriage. Section 3.002 of the Texas Family Code defines community property as the property, other than separate property, acquired by either spouse during marriage. Texas law provides that income from separate property during the marriage is community property. A partition and exchange agreement makes what would otherwise be community property instead be separate property.

Initials

Initials

2. The parties acknowledge and agree that they are making and entering into this agreement voluntarily and without the intention to defraud or prejudice preexisting creditors.

3. The parties own as community property certain real and/or personal property as described in Schedules A and B, which are attached to this agreement. The parties intend by this agreement to partition or exchange those properties between themselves.

4. Each party desires to partition or exchange that community property in order for each party, following the execution of this agreement, to hold and possess [his or her/his/her] share as [his or her/his/her] sole and separate property.

5. The parties intend to clarify their respective property rights to eliminate any uncertainty about those rights.

Include the following if applicable.

6. The parties intend by this agreement that no future community property will be created during the remainder of their marriage.

Continue with the following.

In consideration of the mutual promises, agreements, partitions, exchanges, releases, and waivers contained in this agreement and in consideration of the parties' desire to establish certain rights and obligations by this agreement, and with the intent to be fully bound by the terms of this agreement, the parties covenant, agree, and contract as follows:

Initials

Initials

Article 1

Statement of Facts

1.1 Property of Parties

The parties own as community property all that certain estate, real, personal, and mixed, described in Schedules A and B attached to this agreement.

See form [63-5](#) for separate waiver of disclosure of financial information, which must be executed before this agreement is executed. See [Tex. Fam. Code § 4.105\(a\)\(2\)\(B\)](#).

1.2 Disclosure

Each party represents and warrants to the other party that [he or she/he/she] has [include if applicable: , to the best of [his or her/his/her] ability,] made to the other party a [complete and accurate/fair and reasonable] disclosure of the nature and extent of the community property of the parties, including values, and financial obligations, contingent or otherwise, and that the disclosure includes but is not limited to the property set forth in Schedules A and B attached to this agreement and other documentation exchanged between the parties before their signing of this agreement. Each party additionally acknowledges that, before the signing of this agreement, [he or she/he/she] has been provided a fair and reasonable disclosure of the community property and financial obligations of the parties. Furthermore, and before the execution of this agreement, each party has previously offered to provide, or has provided, to the other party all information and documentation pertaining to all community property, including income and value, and all financial obligations that have been requested by the other party. Each party acknowledges that [he or she/he/she] has, or reasonably could have had, full and complete knowledge of the community estate of the parties and of all financial obligations of the community estate of the parties.

Initials

Initials

Article 2

Partition of Property

2.1 Property Partitioned to [name of party A]

The parties agree that [name of party A] will own, possess, and enjoy as [his/her] sole and separate estate, free from any claim of [name of party B], the property listed in Schedule A, which is attached to this agreement and incorporated in it for all purposes. [Name of party B] partitions and exchanges to [name of party A] all [her/his] community-property interest in and to all the property listed in Schedule A, together with any insurance policies covering the property and any escrow accounts that relate to it. [Name of party B] grants, releases, and confirms to [name of party A] and to [his/her] heirs and assigns all right, title, and interest in and claims to the property listed in Schedule A, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging forever.

2.2 Property Partitioned to [name of party B]

The parties agree that [name of party B] will own, possess, and enjoy as [her/his] sole and separate estate, free from any claim of [name of party A], all the property listed in Schedule B, which is attached to this agreement and incorporated in it for all purposes. [Name of party A] partitions and exchanges to [name of party B] all [his/her] community-property interest in and to all the property listed in Schedule B, together with all insurance policies covering the property and all escrow accounts that relate to it. [Name of party A] grants, releases, and confirms to [name of party B] and to [her/his] heirs and assigns all right, title, and interest in and claims to the property listed in Schedule B, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging forever.

Initials

Initials

2.3 *Asset Descriptions*

The parties have tried to use the correct legal description for each asset listed in any schedule attached to this agreement. If any asset is incorrectly described, the description used is adequate for the purposes of this agreement and accompanying schedules, and the parties agree to execute any additional paperwork required to confirm ownership in the name of the party in whose schedule the asset appears.

Article 3

Income or Property Derived from Separate Property

3.1 *Income from [name of party A]'s Separate Property*

Except as noted below, [name of party B] agrees that all income, changes, mutations, and increases in kind or in value of [name of party A]'s separate property following the execution of this agreement and all property that [he/she] may hereafter acquire [**include if community estate will continue to exist:** as [his/her] separate property], including all property acquired as a result of the reinvestment of income from [his/her] separate property, will be the separate property of [name of party A]. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, [name of party B] forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from [name of party A]'s separate property, including all property acquired as a result of the reinvestment of income from [his/her] separate property, in consideration of [name of party A]'s reciprocal agreement and release, relinquishment, and renunciation. All future earnings and income arising from [name of party A]'s separate property will be the separate property of [name of party A] unless the parties agree in writing to the contrary.

Initials

Initials

Or

All future earnings and income arising from **[name of party A]**'s separate property will be the community property of the parties after the date of the execution of this agreement.

Or

Except as noted below, **[name of party B]** agrees that all income, changes, mutations, and increases in kind or in value of **[name of party A]**'s separate property following the execution of this agreement and all property that [he/she] may hereafter acquire **[include if community estate will continue to exist: as [his/her] separate property]**, including all property acquired as a result of the reinvestment of income from [his/her] separate property, will be the separate property of **[name of party A]**. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, **[name of party B]** forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from **[name of party A]**'s separate property, including all property acquired as a result of the reinvestment of income from [his/her] separate property, in consideration of **[name of party A]**'s reciprocal agreement and release, relinquishment, and renunciation. Notwithstanding the preceding language in this paragraph, future earnings and income arising from **[name of party A]**'s separate property as listed in Schedule C will be the community property of the parties after the date of the execution of this agreement.

3.2 *Income from **[name of party B]**'s Separate Property*

Except as noted below, **[name of party A]** agrees that all income, changes, mutations, and increases in kind or in value of **[name of party B]**'s separate property following the execution of this agreement and all property that [she/he] may hereafter acquire **[include if community estate will continue to exist: as [her/his] separate property]**, including all property

Initials

Initials

acquired as a result of the reinvestment of income from [her/his] separate property, will be the separate property of **[name of party B]**. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, **[name of party A]** forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from **[name of party B]**'s separate property, including all property acquired as a result of the reinvestment of income from [her/his] separate property, in consideration of **[name of party B]**'s reciprocal agreement and release, relinquishment, and renunciation. All future earnings and income arising from **[name of party B]**'s separate property will be the separate property of **[name of party B]** unless the parties agree in writing to the contrary.

Or

All future earnings and income arising from **[name of party B]**'s separate property will be the community property of the parties after the date of the execution of this agreement.

Or

Except as noted below, **[name of party A]** agrees that all income, changes, mutations, and increases in kind or in value of **[name of party B]**'s separate property following the execution of this agreement and all property that [she/he] may hereafter acquire **[include if community estate will continue to exist: as [her/his] separate property]**, including all property acquired as a result of the reinvestment of income from [her/his] separate property, will be the separate property of **[name of party B]**. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, **[name of party A]** forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from **[name of party B]**'s separate property, including all property acquired as a result of the reinvestment of income from [her/his]

Initials

Initials

separate property, in consideration of [name of party B]'s reciprocal agreement and release, relinquishment, and renunciation. Notwithstanding the preceding language in this paragraph, future earnings and income arising from [name of party B]'s separate property as listed in Schedule D will be the community property of the parties after the date of the execution of this agreement.

3.3 *Waiver of Claims*

Each party agrees that the property being partitioned and exchanged between the parties as their respective separate property will be free from all claims that the other party may have before the date of this agreement, as well as all claims that may arise following the execution of this agreement. Any money used for the benefit of the other party will be presumed to be a gift to the other party, as contrasted with a payment for which reimbursement or repayment is later expected, unless the parties agree otherwise in writing. This waiver applies during the lifetime of both parties, as well as on the death of either or both parties. This waiver extends to any rights, whether choate or inchoate, that may arise under the laws of Texas or any other jurisdiction. Each party further agrees that, by signing this agreement and accepting any benefit whatsoever under it, [he or she/he/she] is estopped from making any claim of any kind at any time to any separate property or the separate estate of the other party, except as may expressly be provided for in this agreement.

If it is intended that no community estate will arise in the future, see sections 3.2, 3.3, and 3.5 in form 63-3.

Initials

Initials

Article 4

Management of Properties

4.1 *Management of Properties*

Each party has the full, free, and unrestricted right to manage the separate property over which [he or she/he/she] has control under section 3.101 of the Texas Family Code or succeeding provisions of similar import and nature, including without limitation the right to convey or encumber the property; to dispose of it by sale, gift, or otherwise; and to deal with it without taking into consideration any rights or interests of the other party. If the joinder of **[name of party A]** or **[name of party B]** (“joining party”) should be required by law in connection with the execution of any document by the other party with respect to the separate property of the other party, on request and from time to time, the joining party must execute all such documents necessary to effect the desires of the other party, including gift tax returns, but without any personal liability of the joining party. Neither party has the authority to encumber or dispose of the other party’s separate property without the other party’s express written consent. Notwithstanding any of the provisions set forth in this section 4.1, the parties agree that any gift in excess of the annual gift tax exclusion that would be applied to either party’s unified lifetime credit must be consented to in writing by the parties before the making of the gift.

Article 5

Reimbursement

5.1 *No Reimbursement Claims*

[Name of party A] waives the right to assert any claim for reimbursement that [he/she] might presently or in the future have on behalf of or against the community estate. **[Name of**

Initials

Initials

party A] further waives the right to assert any claim for reimbursement that [he/she] might presently or in the future have against the separate estate of [**name of party B**].

[**Name of party B**] waives the right to assert any claim for reimbursement that [she/he] might presently or in the future have on behalf of or against the community estate. [**Name of party B**] further waives the right to assert any claim for reimbursement that [she/he] might presently or in the future have against the separate estate of [**name of party A**].

Article 6

Undisclosed Property

6.1 Undisclosed Property

All community property not listed in any schedule attached to this agreement is owned by the parties as equal cotenants with right of survivorship. Each party hereby grants, conveys, and assigns to the other party an undivided one-half interest in any such unlisted community property owned in the name of the granting party.

Article 7

Other Provisions

7.1 Entire Agreement

Each party has carefully read this agreement, including all schedules attached to it and other documents to which it refers, and has executed it in reliance on the party's own judgment. This agreement expresses the entire agreement between the parties concerning the subject it purports to cover.

Initials

Initials

7.2 *Incorporation of Schedules*

All schedules and other instruments referred to in this agreement are incorporated into this agreement as completely as if they were copied verbatim in the body of it.

7.3 *Partial Invalidity*

If any provision of this agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable.

7.4 *Enforceability*

This agreement may be enforced by suit in law or equity by either of the parties or by their heirs, executors, attorneys, or assigns. Each party agrees that, by signing this agreement and accepting any benefit whatsoever under it, [he or she/he/she] is estopped and barred from making any claim of any kind at any time to any separate property or the separate estate of the other party or to any property described in this agreement as being the separate property of the other party. Each party waives [his or her/his/her] right to make claims to any separate property of the other party or to any property designated as belonging to the separate estate of the other party, whether the property is acquired before or after this agreement is signed.

7.5 *Successors*

This agreement binds and inures to the benefit of the parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

Initials

Initials

7.6 *Amendment or Modification*

This agreement may be waived, abandoned, modified, amended, discharged, or terminated only by a written instrument signed by both parties that specifically identifies the waiver, abandonment, modification, amendment, discharge, or termination.

7.7 *Effective Date*

This agreement takes effect when it is executed by both parties and will remain in effect even when the parties' marriage is dissolved by death or otherwise.

7.8 *Execution of Documents*

Each party agrees to cooperate fully with the other in performing all acts and in executing, acknowledging, and delivering all instruments and documents required to accomplish the intent of this agreement, including but not limited to deeds, assignments, and promissory notes. Each party agrees to execute all documents required to accomplish the intent of this agreement within fourteen days after the documents are presented to the party for execution.

7.9 *Attorney's Fees and Expenses for Enforcement*

If either party defaults in performing any obligation under this agreement so that the other party is required to engage the services of an attorney for enforcement or relief, or if either party brings an action or other proceeding to enforce this agreement or to enforce any judgment, decree, or order made by a court in connection with this agreement, the defaulting party must pay all reasonable attorney's fees, expert's fees, and other costs of the other party.

Initials

Initials

7.10 Waiver of Breach or Term

The waiver of any breach of any provision of this agreement does not waive any other breach of that or any other provision. Waiver of any term of this agreement may be accomplished only concerning future performance and only by a written instrument signed by both parties expressly stating the provisions waived.

7.11 Titles and Captions

Article headings, titles, and captions contained in this agreement are merely for reference and do not define, limit, extend, or describe the scope of this agreement or any provision.

7.12 Representation

The attorney representing **[name of party A]** is **[name]**. The attorney representing **[name of party B]** is **[name]**. **[Name of party A]** has not received any legal, financial, or other kind of advice from **[name of party B]** or from [her/his] attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party B]** has not received any legal, financial, or other kind of advice from **[name of party A]** or from [his/her] attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party A]** is relying on [his/her] own judgment and the advice of [his/her] attorney in entering into this agreement. **[Name of party B]** is relying on [her/his] own judgment and the advice of [her/his] attorney in entering into this agreement.

Or

[[Name of party A]/[name of party B]] acknowledges that [he/she] has had the opportunity to retain independent counsel to represent [him/her] in connection with this agreement and that [he/she] has been encouraged by **[[name of party B]/[name of party A]]** and others to

Initials

Initials

obtain an attorney of [his/her] choice to represent [him/her], but that [he/she] has specifically declined to do so and is relying on [his/her] own judgment in entering into this agreement. Notwithstanding the fact that [[**name of party A**]/[**name of party B**]] has represented [himself/herself] in this matter, [[**name of party A**]/[**name of party B**]] reaffirms the warranties made by [him/her] in this agreement and further represents and warrants that [he/she] has the requisite knowledge, skill, and training to fully understand the consequences of [his/her] execution of this agreement. Finally, [[**name of party A**]/[**name of party B**]] represents and warrants that [he/she] has not received any legal, financial, or other kind of advice from [[**name of party B**]/[**name of party A**]] or [name] or any other attorney with the law firm of [name] in connection with the advisability or nonadvisability of entering into this agreement.

7.13 Place of Performance and Governing Law

All rights, duties, and obligations under this agreement are payable and enforceable in [county] County, Texas. This agreement must be construed, and its performance enforced, under Texas law.

7.14 Multiple Originals

This agreement is executed in multiple originals. This agreement is signed after execution of the Waiver of Disclosure of Financial Information.

Article 8

Representations and Warranties

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT [HE OR SHE/HE/SHE] IS PERMANENTLY SURRENDERING RIGHTS AND CLAIMS [HE OR SHE/HE/

Initials

Initials

SHE] WOULD OTHERWISE HAVE UNDER TEXAS LAW AND UNDER THE LAW OF OTHER JURISDICTIONS.

8.1 Representations and Warranties of [name of party A]

My name is [name of party A]. I represent and warrant that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules attached or referred to, in their entirety].

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.

3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [include if applicable: AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].

4. I have given careful and mature thought to the making of this agreement.

5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.

6. I have investigated the property and financial obligations of [name of party B] sufficiently to satisfy any questions I have in that regard, and I expressly waive any right to disclosure of the property and financial obligations of [name of party B] beyond the disclosures provided.

7. I am not relying on any fiduciary obligations owed by one party to the other or on any duty of disclosure founded on a confidential or other relationship between the parties.

Initials

Initials

Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by [name of party B] or anyone acting on [her/his] behalf.

8. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any separate property or the separate estate of [name of party B], except as expressly provided for in this agreement.

9. I fully understand that by executing this agreement I may be adversely affecting my inheritance rights and property [include if applicable: and that I am permanently surrendering rights to income and property I would otherwise have under Texas law].

10. I am executing this agreement with intent to be bound fully by all its terms.

[Name of party A]

8.2 *Representations and Warranties of [name of party B]*

My name is [name of party B]. I represent and warrant that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules attached or referred to, in their entirety].

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.

3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [include if applicable: AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].

Initials

Initials

4. I have given careful and mature thought to the making of this agreement.
5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.
6. I have investigated the property and financial obligations of **[name of party A]** sufficiently to satisfy any questions I have in that regard, and I expressly waive any right to disclosure of the property and financial obligations of **[name of party A]** beyond the disclosures provided.
7. I am not relying on any fiduciary obligations owed by one party to the other or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by **[name of party A]** or anyone acting on [his/her] behalf.
8. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any separate property or the separate estate of **[name of party A]**, except as expressly provided for in this agreement.
9. I fully understand that by executing this agreement I may be adversely affecting my inheritance rights and property **[include if applicable: and that I am permanently surrendering rights to income and property I would otherwise have under Texas law]**.
10. I am executing this agreement with intent to be bound fully by all its terms.

[Name of party B]

Initials

Initials

EXECUTED in multiple originals on the dates and at the times of the acknowledgments shown below.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on _____ by **[name of party A]**.

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on _____ by **[name of party B]**.

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Initials

Initials

Attach appropriate schedules. The schedules should be signed by the parties. See examples in form [63-3](#).

Form 63-7

This example is furnished merely for illustration and should not be used as a standard form. The nature of partition or exchange agreements makes the variables so numerous as to defy the use of simple forms.

This form is designed to be used by married persons to partition or exchange community property as desired and to agree that all future income and property arising from the property being partitioned or exchanged will also be separate property.

Partition or Exchange Agreement [Complex]

The parties to this Partition or Exchange Agreement are **[name of party A]**, of **[county]** County, Texas, and **[name of party B]**, of **[county]** County, Texas.

Stipulations

1. The parties are entering into this agreement in accordance with article XVI, section 15, of the Texas Constitution, as amended, and relevant sections of the Texas Family Code, as amended. Section 3.001 of the Texas Family Code defines a spouse's separate property as the property owned or claimed by the spouse before marriage; the property acquired by the spouse during marriage by gift, devise, or descent; and the recovery for personal injuries sustained by the spouse during marriage, except any recovery for loss of earning capacity during marriage. Section 3.002 of the Texas Family Code defines community property as the property, other than separate property, acquired by either spouse during the marriage. Texas law provides that income from separate property during the marriage is community property. A partition and exchange agreement makes what would otherwise be community property instead be separate property.

Initials

Initials

2. The parties acknowledge and agree that they are making and entering into this agreement voluntarily and without the intention to defraud or prejudice preexisting creditors.

3. The parties own as community property certain real and personal property as described in Schedules A and B, which are attached to this agreement. The parties intend by this agreement to partition or exchange those properties between themselves.

4. Each party desires to partition or exchange that community property in order for each party, following the execution of this agreement, to hold and possess [his or her/his/her] share of the property as [his or her/his/her] sole and separate property.

5. The parties intend to clarify their respective property rights to eliminate any uncertainty about those rights.

Include the following if applicable.

6. The parties intend by this agreement that no community property will be created during the remainder of their marriage.

Continue with the following.

In consideration of the mutual promises, agreements, partitions, exchanges, releases, and waivers contained in this agreement and in consideration of the parties' desire to establish certain rights and obligations by this agreement, and with the intent to be fully bound by the terms of this agreement, the parties covenant, agree, and contract as follows:

Initials

Initials

Article 1

Statement of Facts

1.1 Property of Parties

The parties own as community property all the property described in Schedules A and B attached to this agreement.

See form [63-5](#) for separate waiver of disclosure of financial information, which must be executed before this agreement is executed. See [Tex. Fam. Code § 4.105\(a\)\(2\)\(B\)](#).

1.2 Disclosure

Each party represents and warrants to the other party that [he or she/he/she] has [include if applicable: , to the best of [his or her/his/her] ability,] made to the other party a [complete and accurate/fair and reasonable] disclosure of the nature and extent of the community property of the parties, including values, and financial obligations, contingent or otherwise, and that the disclosure includes but is not limited to the property and liabilities set forth in Schedules A, B, C, and D attached to this agreement and other documentation exchanged between the parties before their signing of this agreement. Each party additionally acknowledges that, before the signing of this agreement, [he or she/he/she] has been provided a fair and reasonable disclosure of the community property and financial obligations of the parties. Furthermore, and before the execution of this agreement, each party has previously offered to provide, or has provided, to the other party all information and documentation pertaining to all community property, including income and value, and all financial obligations that have been requested by the other party. Each party acknowledges that [he or she/he/she] has, or reasonably could have had, full and complete knowledge of the community estate of the parties and of all financial obligations of the community estate of the parties.

Initials

Initials

Article 2

Partition of Property

2.1 Property Partitioned to [name of party A]

The parties agree that [name of party A] will own, possess, and enjoy as [his/her] sole and separate estate, free from any claim of [name of party B], the property listed in Schedule A attached to this agreement. [Name of party B] partitions and exchanges to [name of party A] all [her/his] community-property interest in and to all the property listed in Schedule A, together with any insurance policies covering the property and any escrow accounts that relate to it. [Name of party B] grants, releases, and confirms to [name of party A] and to [his/her] heirs and assigns all right, title, and interest in and claims to the property listed in Schedule A, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging forever.

2.2 Property Partitioned to [name of party B]

The parties agree that [name of party B] will own, possess, and enjoy as [her/his] sole and separate estate, free from any claim of [name of party A], all the property listed in Schedule B attached to this agreement. [Name of party A] partitions and exchanges to [name of party B] all [his/her] community-property interest in and to all the property listed in Schedule B, together with all insurance policies covering the property and all escrow accounts that relate to it. [Name of party A] grants, releases, and confirms to [name of party B] and to [her/his] heirs and assigns all right, title, and interest in and claims to the property listed in Schedule B, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging forever.

Initials

Initials

2.3 *Asset Descriptions*

The parties have tried to use the correct legal description for each asset listed in any schedule attached to this agreement. If any asset is incorrectly described, the description used is adequate for the purposes of this agreement and accompanying schedules, and the parties agree to execute any additional paperwork required to confirm ownership in the name of the party in whose schedule the asset appears.

2.4 *[No] Joint Ownership*

Following their execution of this agreement, the parties will not jointly own, legally or equitably, any property or property rights, nor will any sort of partnership or joint venture, oral or written, exist between the parties.

Or

Following their execution of this agreement, the parties will continue to jointly own certain property, which is reflected, along with each party's ownership interest, in the attached Schedule E.

Include the following if applicable.

2.5 *No Community Estate Will Arise*

The parties agree that, following the partition or exchange of property as set forth in this agreement, no community estate will arise or be created during the remainder of their marriage. Therefore, the parties agree that all earnings for personal services and services rendered, income, employee benefits, partnership benefits, corporate benefits, including bonuses, director's compensation, commissions, and wages or salary of each party, as well as all other income received by a party, including interest and dividend income, profits, distributions, rev-

Initials

Initials

enues, royalties, stock, stock options, warrants, and other compensation and benefits of any type and any income and property derived from the reinvestment of such earnings and income, will be the separate property of the respective party.

Article 3

Separate Property of the Parties

3.1 Separate Property of [name of party A]

[Name of party B] covenants and agrees that, following the parties' execution of this agreement, the following will constitute the separate property of [name of party A]:

1. all properties listed in Schedule A attached to this agreement;
2. all mutations, changes, and increases in kind or in value of [name of party A]'s separate property;
3. all increases in kind or in value of [name of party A]'s separate property resulting from the time, talent, labor, or personal efforts of either or both parties;
4. all income and revenues from [name of party A]'s separate property, all income and property acquired as a result of [name of party A]'s separate property, and all income and property resulting from the reinvestment of that income, including interest and dividend income;
5. all of [name of party A]'s interest in or claim to any future profits of any partnership, joint venture, or corporation owned by [name of party A] at the time of the parties' execution of this agreement or acquired by [name of party A] thereafter, whether the profits are distributed or undistributed;

Initials

Initials

6. all profits, commissions, distributions, revenues, royalties, wages, salary, earnings, income, employee benefits, partnership benefits, corporate benefits, director's compensation, bonuses, stock, stock options, warrants, or other compensation or benefits of any type earned or received by **[name of party A]** after the date of the parties' execution of this agreement, and all income and property derived from the reinvestment of **[name of party A]**'s profits, commissions, distributions, revenues, royalties, wages, salary, earnings, income, employee benefits, partnership benefits, corporate benefits, director's compensation, bonuses, stock, stock options, warrants, or other compensation or benefits of any type earned or received by **[name of party A]** during the remainder of the marriage, together with all interest and dividend income received by **[name of party A]** during the remainder of the marriage;

7. all future contributions to all individual retirement accounts, all retirement plans, and all other employee benefit plans made by or on behalf of **[name of party A]** after the date of the parties' execution of this agreement, together with all increases in value of all such plans;

8. all interests in any trust in which **[name of party A]** has an interest, including but not limited to all corpus of the trusts, as well as all distributed and undistributed income from the trusts;

9. all recovery for personal injuries or property losses sustained by **[name of party A]** during the marriage, including any recovery for loss of earning capacity during the marriage; and

10. all property and property rights acquired by **[name of party A]** by gift, devise, or descent.

Initials

Initials

3.2 *Separate Property of [name of party B]*

[Name of party A] covenants and agrees that, following the parties' execution of this agreement, the following will constitute the separate property of [name of party B]:

1. all property listed in Schedule B attached to this agreement;
2. all mutations, changes, and increases in kind or in value of [name of party B]'s separate property;
3. all increases in kind or in value of [name of party B]'s separate property resulting from the time, talent, labor, or personal efforts of either or both parties;
4. all income and revenues from [name of party B]'s separate property, all income and property acquired as a result of [name of party B]'s separate property, and all income and property resulting from the reinvestment of that income, including interest and dividend income;
5. all of [name of party B]'s interest in or claim to any future profits of any partnership, joint venture, or corporation owned by [name of party B] at the time of the parties' execution of this agreement or acquired by [name of party B] thereafter, whether the profits are distributed or undistributed;
6. all profits, commissions, distributions, revenues, royalties, wages, salary, earnings, income, employee benefits, partnership benefits, corporate benefits, director's compensation, bonuses, stock, stock options, warrants, or other compensation or benefits of any type earned or received by [name of party B] after the date of the parties' execution of this agreement, and all income and property derived from the reinvestment of [name of party B]'s profits, commissions, distributions, revenues, royalties, wages, salary, earnings, income, employee benefits,

Initials

Initials

partnership benefits, corporate benefits, director's compensation, bonuses, stock, stock options, warrants, or other compensation or benefits of any type earned or received by **[name of party B]** during the remainder of the marriage, together with all interest and dividend income received by **[name of party B]** during the remainder of the marriage;

7. all future contributions to all individual retirement accounts, all retirement plans, and all other employee benefit plans made by or on behalf of **[name of party B]** after the date of the parties' execution of this agreement, together with all increases in value of all such plans;

8. all interests in any trust in which **[name of party B]** has an interest, including but not limited to all corpus of the trusts, as well as all distributed and undistributed income from the trusts;

9. all recovery for personal injuries or property losses sustained by **[name of party B]** during the marriage, including any recovery for loss of earning capacity during the marriage; and

10. all property and property rights acquired by **[name of party B]** by gift, devise, or descent.

3.3 *No Commingling Intended*

Neither party intends to commingle [his or her/his/her] respective separate property with the separate property of the other party, except when intentionally done in a joint financial account, and neither party may claim an interest in any separate property of the other party as a result of such commingling, except as provided in this agreement.

Initials

Initials

3.4 *Certain Events Not Evidence of Community Property*

The following events may not, under any circumstances, be considered evidence of any intention to create community property:

1. the filing of joint tax returns;
2. the taking of title to property, whether real or personal, in joint tenancy or in any other joint or common form;
3. the designation of one party by the other party as a beneficiary of [his or her/his/her] estate or as trustee or any other form of fiduciary;
4. the combining or mixing by one party of that party's separate funds or property with the separate funds or property of the other party, including the pledging of joint or separate credit for the benefit of the other party's separate estate;
5. any oral statement by either party;
6. any written statement by either party, other than a written agreement signed by both parties to convert separate property to community property pursuant to the Texas Family Code;
7. the payment from the funds of either party for any obligations, including but not limited to the payment of mortgages, interest, or real property taxes, repairs, or improvements on a separately or jointly held residence; and
8. the joint occupation of a separately owned residence, even though designated as a homestead.

The provisions of this section 3.4 are not comprehensive.

Initials

Initials

Include 3.5 and 3.6 if applicable.

3.5 *No Legal Action against Separate Property of [name of party A]*

In recognition of the fact that all property described on Schedule A of this agreement is stipulated and agreed to be the separate property of [name of party A], [name of party B] expressly disclaims any right to take any legal action against any of the entities listed on Schedule A in connection with any divorce proceeding or other legal action regarding this agreement. Specifically, [name of party B] agrees that [she/he] is not entitled to, and shall not seek, any temporary restraining order, injunctive relief, receivership, or other legal relief that would in any way restrict, inhibit, or affect the ability of any of the entities listed on Schedule A of this agreement from operating their business affairs as each entity deems appropriate, including each such entity's right to sell, purchase, or alienate property, to transfer or pledge property, to incur or pay debt, to exercise stock options or warrants, to issue stock, to raise capital, to liquidate any assets, to enter into or change any contractual relationships, to make expenditures or incur any indebtedness, or to merge or in any way alter its business organization or form.

3.6 *No Legal Action against Separate Property of [name of party B]*

In recognition of the fact that all property described on Schedule B of this agreement is stipulated and agreed to be the separate property of [name of party B], [name of party A] expressly disclaims any right to take any legal action against any of the entities listed on Schedule B in connection with any divorce proceeding or other legal action regarding this agreement. Specifically, [name of party A] agrees that [he/she] is not entitled to, and shall not seek, any temporary restraining order, injunctive relief, receivership, or other legal relief that would in any way restrict, inhibit, or affect the ability of any of the entities listed on Schedule B of this agreement from operating their business affairs as each entity deems appropriate,

Initials

Initials

including each such entity's right to sell, purchase, or alienate property, to transfer or pledge property, to incur or pay debt, to exercise stock options or warrants, to issue stock, to raise capital, to liquidate any assets, to enter into or change any contractual relationships, to make expenditures or incur any indebtedness, or to merge or in any way alter its business organization or form.

Include 3.7 if applicable.

3.7 *Other Temporary Orders during Dissolution*

If either party files a dissolution proceeding, the parties agree that during the pendency of the action neither party will request or seek to enforce any restraining order or injunction that could have the effect of inhibiting or prohibiting a party from making decisions concerning or disposing of [his or her/his/her] separate property. Further, neither party will have the right to the temporary use or possession of any separate property owned solely by the other party, either real or personal. Nothing in this section 3.7 affects the ability of either party to request or seek to enforce any order for the benefit of a child of both parties.

Article 4

Income or Property Derived from Separate Property

4.1 *Income from [name of party A]'s Separate Property*

Except as noted below, [name of party B] agrees that all income, changes, mutations, and increases in kind or in value of [name of party A]'s separate property following the execution of this agreement and all property that [he/she] may hereafter acquire [**include if community estate will continue to exist:** as [his/her] separate property], including all property acquired as a result of the reinvestment of income from [his/her] separate property, will be the separate property of [name of party A]. Income from separate property includes but is not lim-

Initials

Initials

ited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, [**name of party B**] forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from [**name of party A**]'s separate property, including all property acquired as a result of the reinvestment of income from [his/her] separate property, in consideration of [**name of party A**]'s reciprocal agreement and release, relinquishment, and renunciation. All future earnings and income arising from [**name of party A**]'s separate property will be the separate property of [**name of party A**] unless the parties agree in writing to the contrary.

Or

All future earnings and income arising from [**name of party A**]'s separate property will be the community property of the parties after the date of the execution of this agreement.

Or

Except as noted below, [**name of party B**] agrees that all income, changes, mutations, and increases in kind or in value of [**name of party A**]'s separate property following the execution of this agreement and all property that [he/she] may hereafter acquire [**include if community estate will continue to exist**: as [his/her] separate property], including all property acquired as a result of the reinvestment of income from [his/her] separate property, will be the separate property of [**name of party A**]. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, [**name of party B**] forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from [**name of party A**]'s separate property, including all property acquired as a result of the reinvestment of income from [his/her] separate property, in consideration of [**name of party A**]'s reciprocal agreement and release, relinquishment, and renunciation. Notwithstanding the preceding language in this paragraph,

Initials

Initials

future earnings and income arising from **[name of party A]**'s separate property as listed in Schedule F will be the community property of the parties after the date of the execution of this agreement.

*4.2 Income from **[name of party B]**'s Separate Property*

Except as noted below, **[name of party A]** agrees that all income, changes, mutations, and increases in kind or in value of **[name of party B]**'s separate property following the execution of this agreement and all property that [she/he] may hereafter acquire **[include if community estate will continue to exist: as [her/his] separate property]**, including all property acquired as a result of the reinvestment of income from [her/his] separate property, will be the separate property of **[name of party B]**. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, **[name of party A]** forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from **[name of party B]**'s separate property, including all property acquired as a result of the reinvestment of income from [her/his] separate property, in consideration of **[name of party B]**'s reciprocal agreement and release, relinquishment, and renunciation. All future earnings and income arising from **[name of party B]**'s separate property will be the separate property of **[name of party B]** unless the parties agree in writing to the contrary.

Or

All future earnings and income arising from **[name of party B]**'s separate property will be the community property of the parties after the date of the execution of this agreement.

Or

Initials

Initials

Except as noted below, [**name of party A**] agrees that all income, changes, mutations, and increases in kind or in value of [**name of party B**]'s separate property following the execution of this agreement and all property that [she/he] may hereafter acquire [**include if community estate will continue to exist**: as [her/his] separate property], including all property acquired as a result of the reinvestment of income from [her/his] separate property, will be the separate property of [**name of party B**]. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, [**name of party A**] forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from [**name of party B**]'s separate property, including all property acquired as a result of the reinvestment of income from [her/his] separate property, in consideration of [**name of party B**]'s reciprocal agreement and release, relinquishment, and renunciation. Notwithstanding the preceding language in this paragraph, future earnings and income arising from [**name of party B**]'s separate property as listed in Schedule G will be the community property of the parties after the date of the execution of this agreement.

4.3 *Waiver of Claims*

Each party agrees that the property being partitioned or exchanged between the parties as their respective separate property will be free from all claims that the other party may have before the date of this agreement, as well as all claims that may arise following the execution of this agreement. Any money used for the benefit of the other party will be presumed to be a gift to the other party, as contrasted with a payment for which reimbursement or repayment is later expected, unless the parties agree otherwise in writing. This waiver applies during the lifetime of both parties, as well as on the death of either or both parties. This waiver extends to any rights, whether choate or inchoate, that may arise under the laws of Texas or any other jurisdiction. Each party further agrees that, by signing this agreement and accepting any bene-

Initials

Initials

fit whatsoever under it, [he or she/he/she] is estopped from making any claim of any kind at any time to any separate property or the separate estate of the other party, except as may expressly be provided for in this agreement.

Article 5

Liabilities

5.1 Liabilities of [name of party A]

The liabilities and obligations described in Schedule C, which is attached to this agreement and made a part of it for all purposes, and all other liabilities and obligations of [name of party A] as of the date of the parties' execution of this agreement that are not included in Schedule C are partitioned to [name of party A] as the sole and separate property liabilities and obligations of [name of party A] and must be satisfied and paid solely from [his/her] separate estate. [Name of party A] agrees to forever hold harmless, indemnify, and defend [name of party B] and [her/his] property from any claim arising from these liabilities and obligations.

Any taxes, interest, or penalties that [name of party A] may owe to any taxing authority, foreign or domestic, for years or taxable periods before the date of the parties' execution of this agreement are the sole and separate property liabilities and obligations of [name of party A], to be satisfied and paid solely from [his/her] separate estate and from which [he/she] agrees to forever hold harmless, indemnify, and defend [name of party B] and [her/his] property from any claim.

5.2 Liabilities of [name of party B]

The liabilities and obligations described in Schedule D, which is attached to this agreement and made a part of it for all purposes, and all other liabilities and obligations of [name of

Initials

Initials

party B] as of the date of the parties' execution of this agreement that are not included in Schedule D are partitioned to **[name of party B]** as the sole and separate property liabilities and obligations of **[name of party B]** and must be satisfied and paid solely from **[her/his]** separate estate. **[Name of party B]** agrees to forever hold harmless, indemnify, and defend **[name of party A]** and **[his/her]** property from any claim arising from these liabilities and obligations.

Any taxes, interest, or penalties that **[name of party B]** may owe to any taxing authority, foreign or domestic, for years or taxable periods before the date of the parties' execution of this agreement are the sole and separate property liabilities and obligations of **[name of party B]**, to be satisfied and paid solely from **[her/his]** separate estate and from which **[she/he]** agrees to forever hold harmless, indemnify, and defend **[name of party A]** and **[his/her]** property from any claim.

5.3 *Future Business Transactions of [name of party A]*

To protect **[name of party B]**'s separate property from liability associated with any future business transactions conducted by **[name of party A]**, excluding transactions conducted by **[name of party A]** on behalf of **[his/her]** employer, **[name of party A]** agrees to take all reasonable steps and perform all reasonable actions to ensure that all future business transactions in which **[name of party A]** is involved during the parties' marriage are handled either through a separate-property entity of **[name of party A]** that exists now or through a new entity capitalized with **[name of party A]**'s separate property in the future. **[Name of party A]** further agrees to take all steps and perform all actions necessary to prevent **[name of party B]**'s separate property from being an obligor, a guarantor, or in any way liable for any future business transactions in which **[name of party A]** participates.

Initials

Initials

5.4 *Future Business Transactions of [name of party B]*

To protect [name of party A]'s separate property from liability associated with any future business transactions conducted by [name of party B], excluding transactions conducted by [name of party B] on behalf of [her/his] employer, [name of party B] agrees to take all reasonable steps and perform all reasonable actions to ensure that all future business transactions in which [name of party B] is involved during the parties' marriage are handled either through a separate-property entity of [name of party B] that exists now or through a new entity capitalized with [name of party B]'s separate property in the future. [Name of party B] further agrees to take all steps and perform all actions necessary to prevent [name of party A]'s separate property from being an obligor, a guarantor, or in any way liable for any future business transactions in which [name of party B] participates.

5.5 *Pending or Future Litigation*

[Name of party A] agrees to indemnify and hold [name of party B] and [her/his] property harmless from all costs and liabilities arising from all pending and future litigation caused or alleged to have been caused solely by [name of party A]'s acts or omissions.

[Name of party B] agrees to indemnify and hold [name of party A] and [his/her] property harmless from all costs and liabilities arising from all pending and future litigation caused or alleged to have been caused solely by [name of party B]'s acts or omissions.

Initials

Initials

Article 6

Management of Properties

6.1 *Management of Properties*

Each party has the full, free, and unrestricted right to manage the separate property over which [he or she/he/she] has control under section 3.101 of the Texas Family Code or succeeding provisions of similar import and nature, including without limitation the right to convey or encumber the property; to dispose of it by sale, gift, or otherwise; and to deal with it without taking into consideration any rights or interests of the other party. If the joinder of **[name of party A]** or **[name of party B]** (“joining party”) should be required by law in connection with the execution of any document by the other party with respect to the separate property of the other party, on request and from time to time, the joining party must execute all such documents necessary to effect the desires of the other party, including gift tax returns, but without any personal liability of the joining party. Neither party has the authority to encumber or dispose of the other party’s separate property without the other party’s express written consent. Notwithstanding any of the provisions set forth in this section 6.1, the parties agree that any gift in excess of the annual gift tax exclusion that would be applied to either party’s unified lifetime credit must be consented to in writing by the parties before the making of the gift.

Article 7

Future Credit Transactions

7.1 *Future Credit Transactions of Parties*

If either party enters into a transaction wherein either party becomes obligated on any debt, and unless a contrary intent is specifically and expressly stated, the obligation must be

Initials

Initials

satisfied by the party incurring the obligation or liability wholly from that party's separate property, and that party must hold the other party and the other party's property harmless from the obligation and indemnify the other party if the other party is ever required to satisfy the obligation. The assets, if any, acquired through any such credit transactions will be and remain the separate property of a party to the extent the party obligates [his or her/his/her] separate property for the credit extended in acquiring the assets or resulting in the acquisition of the assets. Similarly, any business failure of the parties or any bankruptcy, reorganization, composition, arrangement, or other debtor/creditor action of or against a party will in no way affect the other party, and neither party is relying or will rely on the other party for any credit, accommodation, or indulgence in these regards.

Article 8

Household and Personal Expenses

8.1 *Household and Personal Expenses*

The parties may agree to maintain one or more joint bank accounts, which will be designated as the "[specify] Household Account" or some similar name, and that the account will be used for the purposes described below. In that event, each party agrees to contribute [number] dollars (\$[amount]) per month. Except as otherwise specifically stated, the funds on deposit in the account will be used for the payment of the mortgage payment (principal and interest), rent, groceries, utilities, maintenance and repairs, and all other miscellaneous household expenses (collectively called "living expenses") that may arise following the execution of this agreement. The payment by one party of all or a majority of any living expenses will not create a right of reimbursement by the party paying the living expenses, affect the character of any property currently in existence or property that may be acquired in the future, or cre-

Initials

Initials

ate an ownership interest in any property by a party that the party does not already have and does not acquire in the future by other means.

To the extent the parties elect to open and maintain one or more joint bank accounts, each party will have an undivided one-half interest in the funds on deposit in the account(s) as [his or her/his/her] separate property. Each party will have an undivided one-half interest in all assets acquired with any funds from a joint bank account as [his or her/his/her] separate property.

If either party dies, all funds remaining in any joint bank account(s) will be the sole and separate property of the surviving party.

Article 9

Joint Acquisition of Assets

9.1 *Joint Acquisition of Assets*

The parties have the option, but not the obligation, to acquire assets together in their joint names. If the parties jointly acquire assets following the execution of this agreement, they will each own an undivided interest in the jointly acquired assets as their respective sole and separate property in an amount equal to the percentage of their respective contributions toward the purchase of the assets. If the parties jointly acquire assets, and to the extent legal title to any or all of the assets can be perfected in their joint names, such as title to an automobile, boat, or real property, they will obtain title in their joint names. However, even though title to an asset acquired by the parties is held in their joint names, the percentage of ownership of such an asset will be controlled by the provisions of this article, and the taking of title in their joint names may not be interpreted to mean that each party has an undivided 50 percent ownership interest in jointly acquired assets. If legal title cannot be obtained in the par-

Initials

Initials

ties' joint names with respect to a jointly acquired asset, the parties agree to execute a memorandum stipulating that the asset was jointly acquired by the parties. Jointly acquired property may not be deemed to be community property but instead will constitute each party's separate property in proportion to that party's contribution to the purchase price; provided, however, that if there are no records verifying the amount of each party's contribution toward the purchase of an asset, each party will own an undivided 50 percent interest in the asset.

[Include if applicable: If the evidence of title reflects both parties' names, the parties will own that property as joint tenants with right of survivorship.]

Article 10

Taxes

Warning: The following language is optional. Consult a qualified tax advisor or certified public accountant before including these provisions.

10.1 *Tax Liability*

The parties agree to execute separate income tax returns following the execution of this agreement unless they agree that it is to their mutual advantage to file a joint tax return for any year.

For all tax years following the execution of this agreement, **[name of party A]** must report all of [his/her] separate-property income. In calculating **[name of party A]**'s separate-property tax liability, [he/she] is entitled to use all withholding, estimated tax payments, exemptions, deductions, charitable contributions, and tax credits (sometimes collectively called "adjustments") that are solely attributable to [his/her] separate-property estate and income. **[Name of party A]** is entitled to use all current and prior year carryforwards (as well as all carryforwards arising in the future), including but not limited to net operating losses, passive losses, suspended losses, long-term capital losses, and short-term capital losses

Initials

Initials

(sometimes collectively called “carryforwards”) that are strictly associated with [his/her] separate-property estate and income. The income tax liability arising from [name of party A]’s separate property is the sole liability of [name of party A], who agrees to fully discharge that tax liability, including penalties and interest, if any, out of [his/her] separate-property estate. [Name of party A] further agrees to indemnify and hold [name of party B] and [her/his] separate property harmless from (and [name of party A] releases [name of party B] and [her/his] separate property from) all such tax liability, including penalties and interest, if any, together with all tax liens of every kind and character that might hereafter arise from the filing of [his/her] separate return or the failure to file necessary or proper returns or to pay the required taxes with respect to the separate-property taxable income of [name of party A].

For all tax years following the execution of this agreement, [name of party B] must report all of [her/his] separate-property income. In calculating [name of party B]’s separate-property tax liability, [she/he] is entitled to use all withholding, estimated tax payments, exemptions, deductions, charitable contributions, and tax credits (sometimes collectively called “adjustments”) that are solely attributable to [her/his] separate-property estate and income. [Name of party B] is entitled to use all current and prior year carryforwards (as well as all carryforwards arising in the future), including but not limited to net operating losses, passive losses, suspended losses, long-term capital losses, and short-term capital losses (sometimes collectively called “carryforwards”) that are strictly associated with [her/his] separate-property estate and income. The income tax liability arising from [name of party B]’s separate property is the sole liability of [name of party B], who agrees to fully discharge that tax liability, including penalties and interest, if any, out of [her/his] separate-property estate. [Name of party B] further agrees to indemnify and hold [name of party A] and [his/her] separate property harmless from (and [name of party B] releases [name of party A] and [his/her] separate property from) all such tax liability, including penalties and interest, if any, together

Initials

Initials

with all tax liens of every kind and character that might hereafter arise from the filing of [her/his] separate tax return or the failure to file necessary or proper returns or to pay the required taxes with respect to the separate-property taxable income of **[name of party B]**.

Each party is solely obligated to pay, from [his or her/his/her] other separate-property estate, all estimated tax payments, if any, associated with [his or her/his/her] separate-property tax liability that are required to be paid for all taxable years that the parties are married.

All tax refunds that may be received in the future are the sole and separate property of the party whose separate-property estate generated the refund.

10.2 Joint Tax Returns

Notwithstanding the provisions of section 10.1 above and the intent and desire of the parties to file separate tax returns and to retain the wholly separate character of their respective separate properties, the parties acknowledge that the Internal Revenue Code, as amended, and the regulations thereunder, and similar codes and regulations of other states in certain instances provide, or may provide in the future, savings in taxes for married couples filing joint returns. If that is the case, the parties may file joint returns, but their election to file joint tax returns for any year of their marriage does not constitute a waiver of any provision of this agreement. **[Include if applicable:** At the option of either party, a party may request individual calculations to determine the pro rata share of any tax liability or tax refund as between each party's separate-property estate and the community-property estate in accordance with section 10.1 above.]

Initials

Initials

Article 11

Dissolution of Marriage by Court Order

Caution: No statutory provisions specifically allow the parties to a partition or exchange agreement to provide for the disposition of property on divorce, even though parties to a premarital agreement may do so under [Tex. Fam. Code § 4.003](#). Therefore, proceed with caution. The following are examples of such provisions.

11.1 Property to [name of party A]

If either party files any proceeding for divorce, annulment, or to declare their marriage void (a “dissolution proceeding”), [name of party B] agrees that [name of party A] will be awarded all [his/her] separate property, including all property described in this agreement as being partitioned to [him/her] as [his/her] separate property. [Name of party B] agrees to release all interests or claims [she/he] may have in [name of party A]’s separate property. [Name of party B] further agrees to execute any documents necessary to set aside and confirm to [name of party A] [his/her] separate property and to release any and all claims that [name of party B] may have in and to [name of party A]’s separate property.

11.2 Property to [name of party B]

In the event of a dissolution proceeding between the parties, [name of party A] agrees that [name of party B] will be awarded all [her/his] separate property, including all property described in this agreement as being partitioned to [her/him] as [her/his] separate property. [Name of party A] agrees to release all interests or claims [he/she] may have in and to [name of party B]’s separate property. [Name of party A] further agrees to execute any documents necessary to set aside and confirm to [name of party B] [her/his] separate property and to release any and all claims [name of party A] may have in and to [name of party B]’s separate property.

Initials

Initials

11.3 Liabilities to **[name of party A]**

In the event of a dissolution proceeding between the parties, **[name of party A]** agrees to be responsible for and pay all liabilities and obligations associated with **[his/her]** separate property, including all property described in this agreement as being partitioned to **[him/her]** as **[his/her]** separate property. **[Name of party A]** further agrees to indemnify and hold **[name of party B]** and **[her/his]** property harmless from all liabilities associated with **[name of party A]**'s separate property.

11.4 Liabilities to **[name of party B]**

In the event of a dissolution proceeding between the parties, **[name of party B]** agrees to be responsible for and pay all liabilities and obligations associated with **[her/his]** separate property, including all property described in this agreement as being partitioned to **[her/him]** as **[her/his]** separate property. **[Name of party B]** further agrees to indemnify and hold **[name of party A]** and **[his/her]** property harmless from all liabilities associated with **[name of party B]**'s separate property.

Warning: No case law is yet available concerning the ability of the parties to waive the spousal maintenance provisions of [Tex. Fam. Code ch. 8](#).

11.5 Waiver of Temporary Spousal Support, Spousal Maintenance, and Alimony

As a result of the partitioning of assets between the parties in this agreement, both parties will own separate-property assets, and neither party will require the other party to pay temporary spousal support, spousal maintenance, or alimony of any kind in the event of a dissolution proceeding. Each party waives any right that may exist under law to seek or obtain temporary spousal support, spousal maintenance, or alimony from the other party. If a court of competent jurisdiction orders either party to pay to the other party, or to a third party on behalf

Initials

Initials

of the other party, temporary spousal support, spousal maintenance, or alimony of any kind during the pendency of a dissolution proceeding, that temporary spousal support, spousal maintenance, or alimony paid by one party to the other in connection with such a dissolution proceeding must be reimbursed to the party paying the temporary spousal support, spousal maintenance, or alimony within five days after receipt by the receiving party. Without limiting the generality of the foregoing, thus, for example, if \$1,000 in temporary alimony is paid by **[name of party A]** to **[name of party B]** during the pendency of a dissolution proceeding, the sum of \$1,000 must be reimbursed to **[name of party A]** by **[name of party B]** within five days after **[name of party B]** receives the \$1,000 from **[name of party A]**.

The parties agree, in the event the receiving party fails to reimburse the paying party as required above, that the party paying the temporary spousal support, spousal maintenance, or alimony shall be allowed a dollar-for-dollar offset against all future temporary spousal support, spousal maintenance, or alimony payments to be paid by the paying party to the receiving party **[include if applicable: or against other existing financial obligations on behalf of the community estate or on behalf of the receiving party]**. In the event of a failure by the receiving party to reimburse any temporary spousal support, spousal maintenance, or alimony payment to the paying party within five days as required above, the paying party shall notify the receiving party of the paying party's intent to exercise **[his or her/his/her]** right to offset all amounts unreimbursed at that point against all subsequent temporary spousal support, spousal maintenance, or alimony payments to be paid by the paying party **[include if applicable: or against other existing financial obligations on behalf of the community estate or on behalf of the receiving party]**. The paying party shall also notify the receiving party exactly which financial obligations the unreimbursed payments will be offset against. On receipt of that notice from the paying party, the receiving party shall be discharged from the obligation of reimbursement to the extent of the amount of the offset.

Initials

Initials

11.6 Waiver of Right to Occupy Separate-Property Residence

In the event of the filing of a dissolution proceeding, and in the event the parties' marital homestead is owned by one party as [his or her/his/her] separate property, the nonowner spouse agrees to waive all right [he or she/he/she] may have to continue residing in the marital homestead, both during the pendency of the dissolution proceeding and following the dissolution of the parties' marriage. In that event, the nonowner spouse agrees to vacate the marital homestead no later than [**days**] days following [his or her/his/her] receipt of notice of the filing of the dissolution proceeding.

11.7 Release and Waiver

If either party files a dissolution proceeding, neither party may seek a division of the property of either or both parties in a manner contrary to the terms of this agreement.

Each party relinquishes, disclaims, and waives all rights, title, and interest that [he or she/he/she] may have to seek a division of property and liabilities in a dissolution proceeding contrary to what is provided for in this agreement.

Include either or both of the following if applicable.

11.8 Division of Community Estate

If the parties' marriage is dissolved by court order, all community property acquired during the marriage, if any community property arises despite the parties' intent to the contrary, must be equally divided between the parties according to the existing fair market value of each asset. If the parties cannot agree on the fair market value, the fair market value will be determined by appraisals. The division of the community property may be made by distribut-

Initials

Initials

ing the entire interest of certain properties to one party, with an equalizing distribution of the properties or funds to the other party.

11.9 *Attorney's Fees*

During the pendency of any dissolution proceeding, neither party may be required to pay interim attorney's fees, costs, or other expenses to the other party or the other party's attorney. Each party further agrees to pay [his or her/his/her] own attorney's fees, costs, and other expenses on final hearing of any dissolution proceeding.

Article 12

Dissolution of Marriage by Death

Caution: No statutory provisions specifically allow the parties to a partition or exchange agreement to provide for the disposition of property on the death of a party, even though parties to a premarital agreement may do so under [Tex. Fam. Code § 4.003](#). Therefore, proceed with caution. The following are examples of such provisions.

12.1 *[Name of party A]'s Acceptance of [name of party B]'s Will and Waivers to Be Signed on Death of [name of party B]*

[Name of party A] agrees to accept the provisions of any last will and testament and codicils that may be in effect at the time of [name of party B]'s death in full discharge, settlement, and satisfaction of any and all right, title, and interest that [he/she], as [name of party B]'s spouse, might otherwise acquire in [her/his] estate and property.

Include the following if applicable.

Unless designated as a named beneficiary under a written instrument, [name of party A] waives and releases to [name of party B], [her/his] executors, administrators, or assigns any and all rights of election given to [him/her] as the spouse of [name of party B], or through

Initials

Initials

[him/her] to [his/her] heirs, to take against [her/his] last will and testament under any statutes, now or hereafter in force, in Texas or any other state or foreign nation in which **[name of party B]** may have property at the time of [her/his] death.

Continue with the following.

If the marriage of the parties is dissolved by the death of **[name of party B]**, **[name of party A]** agrees and hereby binds [his/her] personal representatives and heirs to agree to release and convey to **[name of party B]**'s estate any interest [he/she] may then have or claim to have in the separate property of **[name of party B]**, including any property described in this agreement as being the separate property of **[name of party B]** or as belonging to **[name of party B]**'s separate estate, other than any benefit conferred on **[name of party A]** in this agreement. **[Name of party A]** agrees to execute on request all instruments of release or conveyance that are necessary to give effect to this agreement. **[Name of party B]** hereby binds [her/his] personal representatives and heirs to release and convey to **[name of party A]** all of the interest, if any, that **[name of party B]** or [her/his] estate may have in the then separate property of **[name of party A]** and in all the property described in this agreement as being the separate property of **[name of party A]** or as belonging to **[name of party A]**'s separate estate unless otherwise provided for in this agreement.

*12.2 **[Name of party B]**'s Acceptance of **[name of party A]**'s Will and Waivers to Be Signed on Death of **[name of party A]***

[Name of party B] agrees to accept the provisions of any last will and testament and codicils that may be in effect at the time of **[name of party A]**'s death in full discharge, settlement, and satisfaction of any and all right, title, and interest that [she/he], as **[name of party A]**'s spouse, might otherwise acquire in [his/her] estate and property.

Initials

Initials

Include the following if applicable.

Unless designated as a named beneficiary under a written instrument, **[name of party B]** waives and releases to **[name of party A]**, **[his/her]** executors, administrators, or assigns any and all rights of election given to **[her/him]** as the spouse of **[name of party A]**, or through **[her/him]** to **[her/his]** heirs, to take against **[his/her]** last will and testament under any statutes, now or hereafter in force, in Texas or any other state or foreign nation in which **[name of party A]** may have property at the time of **[his/her]** death.

Continue with the following.

If the marriage of the parties is dissolved by the death of **[name of party A]**, **[name of party B]** agrees and hereby binds **[her/his]** personal representatives and heirs to agree to release and convey to **[name of party A]**'s estate any interest **[she/he]** may then have or claim to have in the separate property of **[name of party A]**, including any property described in this agreement as being the separate property of **[name of party A]** or as belonging to **[name of party A]**'s separate estate, other than any benefit conferred on **[name of party B]** in this agreement. **[Name of party B]** agrees to execute on request all instruments of release or conveyance that are necessary to give effect to this agreement. **[Name of party A]** hereby binds **[his/her]** personal representatives and heirs to release and convey to **[name of party B]** all of the interest, if any, that **[name of party A]** or **[his/her]** estate may have in the then separate property of **[name of party B]** and in all the property described in this agreement as being the separate property of **[name of party B]** or as belonging to **[name of party B]**'s separate estate unless otherwise provided for in this agreement.

Include the following if applicable.

Initials

Initials

12.3 *Family Allowance to Surviving Spouse*

The parties agree that the surviving spouse will have the right to petition the court for the payment of a family allowance for the support of the surviving spouse following the death of a party, in accordance with the provisions of the Texas Estates Code.

Or

The parties agree that the surviving spouse will not have the right to petition the court for the payment of a family allowance for the support of the surviving spouse following the death of a party. In that regard, the surviving spouse hereby waives and releases to the deceased party and [his or her/his/her] executors, administrators, or assigns any and all rights to a family allowance now or hereafter in force in Texas or any other state or foreign jurisdiction.

Include the following if applicable.

12.4 *Life Estate in Homestead*

The parties agree that the surviving spouse will have a life estate in the homestead of the parties if, at the time of a party's death, the parties are still married to each other and there is not pending any dissolution proceeding or a suit for declaratory judgment to determine the validity of all or any portion of this agreement (a "declaratory judgment proceeding"). The parties further agree that, if the death of a party occurs at a time when a dissolution proceeding or a declaratory judgment proceeding is pending with respect to the parties' marriage, the surviving spouse irrevocably waives any right [he or she/he/she] might otherwise then have under the provisions of any "homestead" rights, now or hereafter in force under the constitution or the laws of Texas or any other state or foreign nation, as well as all rights [he or she/he/

Initials

Initials

she] might have under the provisions of the Texas Estates Code, as amended, relating to the right to have a life estate in the homestead of the parties.

Or

In the event of a party's death, the surviving party irrevocably waives any right [he or she/he/she] might otherwise then have under the provisions of any "homestead" rights, now or hereafter in force under the constitution or the laws of Texas or any other state or foreign nation, as well as all rights [he or she/he/she] might have under the provisions of the Texas Estates Code, as amended, relating to the right to have a life estate in the homestead of the parties.

Article 13

Retirement Benefits

Warning: The waiver of an interest in certain retirement benefits is controlled by federal law, which should be consulted before the following provisions are included. See the practice notes at section [63.23](#).

13.1 *Waiver of Retirement Benefits by [name of party A]*

Unless named by a written instrument as a beneficiary by [name of party B], [name of party A] waives all right, title, and interest, if any, that [he/she] may acquire by virtue of [his/her] marriage to [name of party B] in all of [name of party B]'s retirement benefits and disability benefits, whether lump sum or installment, any profit-sharing interests, and any other employee benefits arising out of [name of party B]'s past, present, or future employment. [Name of party A] acknowledges that this waiver includes all rights that [he/she] may have to receive benefits or payments from any 401(k) plan, SEP account, individual retirement account, profit-sharing plan, or any other type of employee benefit plan that [name of party B] has or may have in the future. [Name of party A] further waives all rights [he/she] may have to

Initials

Initials

participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party B]** under the terms of [her/his] current or future employee benefit plan or plans. **[Name of party A]** agrees to consent in writing to, and accept, **[name of party B]**'s designation of beneficiary with respect to the plan or plans and to sign any spousal consent that might be requested or required by **[name of party B]** at any time with respect to any such plan or plans, even if the consent does not provide for the payment of survivor benefits on **[name of party B]**'s death.

13.2 Waiver of Retirement Benefits by [name of party B]

Unless named by a written instrument as a beneficiary by **[name of party A]**, **[name of party B]** waives all right, title, and interest, if any, that [she/he] may acquire by virtue of [her/his] marriage to **[name of party A]** in all of **[name of party A]**'s retirement benefits and disability benefits, whether lump sum or installment, any profit-sharing interests, and any other employee benefits arising out of **[name of party A]**'s past, present, or future employment. **[Name of party B]** acknowledges that this waiver includes all rights that [she/he] may have to receive benefits or payments from any 401(k) plan, SEP account, individual retirement account, profit-sharing plan, or any other type of employee benefit plan that **[name of party A]** has or may have in the future. **[Name of party B]** further waives all rights [she/he] may have to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party A]** under the terms of [his/her] current or future employee benefit plan or plans. **[Name of party B]** agrees to consent in writing to, and accept, **[name of party A]**'s designation of beneficiary with respect to the plan or plans and to sign any spousal consent that might be requested or required by **[name of party A]** at any time with respect to any such plan or plans, even if the consent does not provide for the payment of survivor benefits on **[name of party A]**'s death.

Initials

Initials

Article 14

Gifts

14.1 Gifts

The parties acknowledge that during the remainder of their marriage, each party may, from time to time, make gifts of property to the other party. These interspousal gifts may be made on a special occasion, such as a birthday or anniversary, or on any other occasion a party may choose. The parties recognize that frequently claims of “gifts” are alleged in the context of a dissolution proceeding. To remove any uncertainty about the issue of interspousal gifts, the parties agree that:

1. Gifts of wearing apparel, jewelry, and athletic equipment may be established by parol testimony if the item or property is customarily used and enjoyed exclusively by the party claiming it as a gift to [him or her/him/her];
2. Gifts of other items of personal property not covered by item 1. above, such as furnishings, artwork, cash, and collections, must be established by clear and convincing evidence; and
3. Any property that is held by title, as in a deed, in a certificate, or by account name, may not be effectively transferred to the party claiming it as a gift unless, in fact, the deed, certificate, or account is transferred by name to the party claiming the gift.

14.2 Gift Tax Consequences

Each party retains the right to make gifts of [his or her/his/her] separate property without regard to blood or other relationship of the donee. Conditional on any such gift being made from the separate property of a party, the party making the gift may deem the other party

Initials

Initials

as the donor of one-half of the gift for federal tax purposes, if allowable under the relevant law, but without personal liability to the deemed donor. If the deemed donor is held responsible for the payment of federal gift tax, the actual donor must indemnify and hold harmless the deemed donor and [his or her/his/her] property from the liability and must reimburse the deemed donor the amount of the tax, including all penalties and interest, if any, within ten days after the deemed donor has paid any such taxes, penalties, or interest. Notwithstanding any of the provisions set forth in this section 14.2 to the contrary, the parties agree that any gift in excess of the annual gift tax exclusion that would be applied to either party's unified lifetime credit must be consented to in writing by the parties before the making of the gift.

Article 15

Independent Conveyances or Bequests

15.1 Independent Conveyances or Bequests

If either party voluntarily conveys to the other party an interest in [his or her/his/her] separate property that is declared by law, or by this agreement, to be the separate property of one party, either by will, survivorship agreement, or instrument of conveyance or by document of title signed by the transferring party, the provisions of that will, survivorship agreement, instrument of conveyance, or document of title control over the provisions of this agreement to the extent of any conflict between the two documents regarding such property other than property that is personal to the other party. Absent such a will, survivorship agreement, instrument of conveyance, or document of title expressly conveying such property, all properties remain in the ownership of the party owning or designated as owning the property as [his or her/his/her] separate property.

Initials

Initials

Nothing in this agreement may be construed as prohibiting one party from giving property to the other party by will, survivorship agreement, instrument of conveyance, document of title, or other written instrument between the parties.

Article 16

General Agreements

16.1 General Agreements

Except as specifically set forth in this agreement to the contrary, the parties agree to the following:

1. That the property described or created in this agreement as being the separate property of or belonging to the separate estate of each party is free from any claim of the other party that may arise during the remainder of the parties' marriage.
2. That any money used for the benefit of the other party is presumed to be a gift to the other party, as contrasted with a payment for which reimbursement or repayment is later expected, unless the parties agree otherwise in writing.
3. That this agreement applies during the lifetime of both parties, including on dissolution of their marriage by court order, as well as on the death of either or both parties.
4. That this agreement extends to any rights, whether choate or inchoate, that may arise under the laws of any jurisdiction.

Initials

Initials

Article 17

Reimbursement

17.1 No Reimbursement Claims

[**Name of party A**] waives the right to assert any claim for reimbursement that [he/she] might presently or in the future have on behalf of or against the community estate. [**Name of party A**] further waives the right to assert any claim for reimbursement that [he/she] might presently or in the future have against the separate estate of [**name of party B**].

[**Name of party B**] waives the right to assert any claim for reimbursement that [she/he] might presently or in the future have on behalf of or against the community estate. [**Name of party B**] further waives the right to assert any claim for reimbursement that [she/he] might presently or in the future have against the separate estate of [**name of party A**].

Article 18

Undisclosed Property

18.1 Undisclosed Property

All community property not listed in any schedule attached to this agreement is owned by the parties as equal cotenants with right of survivorship. Each party hereby grants, conveys, and assigns to the other party an undivided one-half interest in any such unlisted community property owned in the name of the granting party.

Initials

Initials

Article 19

Arbitration

19.1 Arbitration

The provisions for binding arbitration must be in accordance with Texas arbitration laws, including but not limited to sections 6.601 and 153.0071 of the Texas Family Code.

The parties agree to submit to binding arbitration any dispute or controversy regarding the validity, interpretation, or enforceability of this agreement, as well as all issues involving its enforcement in connection with a dissolution proceeding between the parties. Each party expressly waives any right to trial by a court or trial by a jury. If a dissolution proceeding or declaratory judgment proceeding is filed in Texas, the arbitrator appointed under this agreement will simultaneously be designated as special master under the Texas Rules of Civil Procedure, and the parties agree to jointly apply to the court for any orders that are necessary to vest the arbitrator with all powers and authority of a special master under the rules.

The parties agree to appoint one arbitrator, whose decisions will be binding in all respects. Any arbitrator appointed by the parties must be an attorney who has undergone arbitration training conducted by the American Bar Association or the American Academy of Matrimonial Lawyers and is in good standing with the State Bar of Texas. **[Include if applicable:** The arbitrator must also be board certified in family law by the Texas Board of Legal Specialization.] The first party requesting arbitration must designate the name of an arbitrator in the request. The other party must then designate the name of an arbitrator. If the parties cannot agree on an arbitrator within fourteen days after either party's written request for arbitration, the two designees must select a qualified arbitrator, who will be designated the sole arbitrator of the dispute. If the parties cannot agree on the ground rules and procedures to be

Initials

Initials

followed during the arbitration proceedings, the arbitrator shall have the sole authority to establish the ground rules and procedures to be followed during the arbitration proceeding. The parties agree to attend the arbitration on the date and at the time and place set by the arbitrator. The cost of arbitration must be borne as the arbitrator directs. The award of the arbitrator will be binding and conclusive on the parties, and a judgment setting forth the arbitration award may be entered in any court of competent jurisdiction.

Article 20

General Provisions

20.1 Effective Date

This agreement takes effect when it is executed by both parties and will remain in effect during the remainder of the parties' marriage and thereafter until it is fully performed, amended, or revoked, even when the parties' marriage is dissolved by death or otherwise.

20.2 Execution of Documents

Each party agrees to cooperate fully with the other in performing all acts and in executing, acknowledging, and delivering all instruments and documents required to accomplish the intent of this agreement, including but not limited to deeds, assignments, and promissory notes. Each party agrees to execute all documents required to accomplish the intent of this agreement within fourteen days after the documents are presented to the party for execution.

20.3 Incorporation of Schedules

All schedules and other instruments referred to in this agreement are incorporated into this agreement as completely as if they were copied verbatim in the body of it.

Initials

Initials

20.4 *Presumption of Separate Property*

Any property held in [name of party A]'s individual name is presumed to be the separate property of [name of party A]. Any property held in [name of party B]'s individual name is presumed to be the separate property of [name of party B]. Any property or liability inadvertently omitted from the schedules attached to this agreement is the separate property or liability of the party to whom it belongs or by whom it was incurred.

20.5 *Enforceability*

This agreement may be enforced by suit in law or equity by either of the parties or by their heirs, executors, attorneys, or assigns. Each party agrees that by signing this agreement and accepting any benefit whatsoever under it, [he or she/he/she] is estopped and barred from making any claim of any kind at any time to any separate property or the separate estate of the other party or to any property described in this agreement as being the separate property of the other party. Each party waives [his or her/his/her] right to make claims to any separate property of the other party or to any property designated as belonging to the separate estate of the other party, whether the property is acquired before or after this agreement is signed.

20.6 *Successors*

This agreement binds and inures to the benefit of the parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

Initials

Initials

20.7 Amendment or Modification

This agreement may be waived, abandoned, modified, amended, discharged, or terminated only by a written instrument signed by both parties that specifically identifies the waiver, abandonment, modification, amendment, discharge, or termination.

20.8 Attorney's Fees and Expenses for Enforcement

If either party brings an action or other proceeding to enforce this agreement or to enforce any judgment, decree, or order made by a court in connection with this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and other necessary costs from the other party. If either party files a declaratory judgment proceeding to determine the enforceability of this agreement, neither party will be entitled to an award of attorney's fees unless a party successfully challenges the validity of this agreement, in which event the court will be authorized to award attorney's fees. If either party seeks to invalidate some or all of this agreement or seeks to recover property in a manner at variance with this agreement, the successful party will be entitled to recover reasonable attorney's fees and other necessary costs from the other party.

20.9 Exclusive Remedy for Nonmonetary Breach

Except as expressly provided otherwise in this agreement, the exclusive judicial remedy of either party against the other for failure to perform any nonmonetary duty or obligation under any provision of this agreement is judicial enforcement by judgment for specific performance or mandatory injunction and writ of execution to compel performance, plus reasonable attorney's fees. Neither party is entitled to recover any damages, actual or consequential, for any nonmonetary breach. No failure of either party to perform any nonmonetary duty or obligation under this agreement diminishes or impairs the full effectiveness of its provisions.

Initials

Initials

20.10 Waiver of Breach or Term

The waiver of any breach of any provision of this agreement does not waive any other breach of that or any other provision. Waiver of any term of this agreement may be accomplished only concerning future performance and only by a written instrument signed by both parties expressly stating the provisions waived.

20.11 Partial Invalidity

If any provision of this agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable.

20.12 Assignment Prohibited

This agreement is personal to the parties, and neither party may assign or delegate any of [his or her/his/her] rights or obligations under it.

20.13 Entire Agreement

This instrument contains the parties' entire agreement on the subject it purports to cover. This agreement replaces any earlier agreements or understandings, whether written or oral, and there are no contemporaneous written or oral agreements that are not fully expressed in it.

20.14 Titles and Captions

Article headings, titles, and captions contained in this agreement are merely for reference and do not define, limit, extend, or describe the scope of this agreement or any provision.

Initials

Initials

20.15 No Construction against Draftsman

No provision of this agreement may be interpreted for or against any party because the party or the party's legal representative drafted the provision.

20.16 Representation

The attorney representing **[name of party A]** is **[name]**. The attorney representing **[name of party B]** is **[name]**. **[Name of party A]** has not received any legal, financial, or other kind of advice from **[name of party B]** or from [her/his] attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party B]** has not received any legal, financial, or other kind of advice from **[name of party A]** or from [his/her] attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party A]** is relying on [his/her] own judgment and the advice of [his/her] attorney in entering into this agreement. **[Name of party B]** is relying on [her/his] own judgment and the advice of [her/his] attorney in entering into this agreement.

Or

[[Name of party A]/[name of party B]] acknowledges that [he/she] has had the opportunity to retain independent counsel to represent [him/her] in connection with this agreement and that [he/she] has been encouraged by **[[name of party B]/[name of party A]]** and others to obtain an attorney of [his/her] choice to represent [him/her], but that [he/she] has specifically declined to do so and is relying on [his/her] own judgment in entering into this agreement. Notwithstanding the fact that **[[name of party A]/[name of party B]]** has represented [himself/herself] in this matter, **[[name of party A]/[name of party B]]** reaffirms the warranties made by [him/her] in this agreement and further represents and warrants that [he/she] has the requisite knowledge, skill, and training to fully understand the consequences of [his/her] execution of

Initials

Initials

this agreement. Finally, [[**name of party A**]/[**name of party B**]] represents and warrants that [he/she] has not received any legal, financial, or other kind of advice from [[**name of party B**]/[**name of party A**]] or [name] or any other attorney with the law firm of [name] in connection with the advisability or nonadvisability of entering into this agreement.

20.17 Nondisqualification

If any dispute arises out of this agreement, whether by arbitration or litigation, each party waives any claim of disqualification against representation of the other party by the attorneys who participated in negotiating and drafting this agreement.

20.18 Place of Performance; Governing Law; Application

All rights, duties, and obligations under this agreement are payable and enforceable in [county] County, Texas.

Texas law in effect as of the date this agreement is signed governs the construction, interpretation, and enforcement of this agreement to the maximum extent permitted by law.

The parties expressly intend and agree that this agreement applies to and governs all real and personal property, wherever situated, owned by either party at the time this agreement is signed or acquired by either party thereafter, regardless of any change of domicile of the parties or the location of the real estate. If one or both of the parties ever becomes domiciled in a jurisdiction other than Texas, the status of all property thereafter acquired by that party must be controlled to the maximum extent by the terms of this agreement interpreted under Texas law in effect when this agreement is signed. The desire of the parties that each preserve [his or her/his/her] separate property or separate estate under Texas law and keep it free from the claims of the other party corresponds to their desire that each party should have and hold the property free from the claims of the other party under the laws of all other juris-

Initials

Initials

dictions, even if the other jurisdictions do not recognize community property but instead speak of “marital property” and “nonmarital property” or like terms. For any property of either party whose ownership is not controlled by the marital property laws of Texas, when this agreement speaks of property as being the separate property of a party, reference is made to property acquired in such a manner that it would meet the definition of separate property under the Texas Constitution or the Texas Family Code, as amended.

Include 20.19 if applicable.

20.19 *Suits Affecting the Parent-Child Relationship*

Nothing in this agreement affects either party’s rights in any suit affecting the parent-child relationship.

20.20 *Multiple Originals*

This agreement is executed in multiple originals. This agreement is signed after the execution of the Waiver of Disclosure of Financial Information.

Article 21

Representations and Warranties

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT [HE OR SHE/HE/SHE] IS PERMANENTLY SURRENDERING RIGHTS AND CLAIMS [HE OR SHE/HE/SHE] WOULD OTHERWISE HAVE UNDER TEXAS LAW AND UNDER THE LAW OF OTHER JURISDICTIONS.

 Initials

 Initials

21.1 Representations and Warranties of [name of party A]

My name is [name of party A]. I represent and warrant that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules attached or referred to, in their entirety].

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.

3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [include if applicable: AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].

4. I have given careful and mature thought to the making of this agreement.

5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.

6. I have investigated the property and financial obligations of [name of party B] sufficiently to satisfy any questions I have in that regard, and I expressly waive any right to disclosure of the property and financial obligations of [name of party B] beyond the disclosures provided.

7. I am not relying on any fiduciary obligations owed by one party to the other or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by [name of party B] or anyone acting on [her/his] behalf.

Initials

Initials

8. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any separate property or the separate estate of **[name of party B]**, except as expressly provided for in this agreement.

9. I fully understand that by executing this agreement I may be adversely affecting my inheritance rights and property **[include if applicable: and that I am permanently surrendering rights to income and property I would otherwise have under Texas law]**.

10. I am executing this agreement with intent to be bound fully by all its terms.

[Name of party A]

*21.2 Representations and Warranties of **[name of party B]***

My name is **[name of party B]**. I represent and warrant that:

1. I have carefully read each and every page of this agreement **[include if applicable: and all schedules attached or referred to, in their entirety]**.

Include item [2.](#) if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.

3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY **[include if applicable: AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL]**.

4. I have given careful and mature thought to the making of this agreement.

Initials

Initials

5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.

6. I have investigated the property and financial obligations of **[name of party A]** sufficiently to satisfy any questions I have in that regard, and I expressly waive any right to disclosure of the property and financial obligations of **[name of party A]** beyond the disclosures provided.

7. I am not relying on any fiduciary obligations owed by one party to the other or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by **[name of party A]** or anyone acting on [his/her] behalf.

8. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any separate property or the separate estate of **[name of party A]**, except as expressly provided for in this agreement.

9. I fully understand that by executing this agreement I may be adversely affecting my inheritance rights and property **[include if applicable: and that I am permanently surrendering rights to income and property I would otherwise have under Texas law]**.

10. I am executing this agreement with intent to be bound fully by all its terms.

[Name of party B]

Initials

Initials

EXECUTED in multiple originals on the dates and at the times of the acknowledgments shown below.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on _____ by **[name of party A]**.

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on _____ by **[name of party B]**.

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Attach appropriate schedules. The schedules should be signed by the parties. See examples in form [63-3](#).

Initials

Initials

Form 63-8

For an accompanying deed to record the conversion in the real property records, see form 63-10, Community Interest Special Warranty Deed.

Agreement to Convert Separate Property to Community Property

The parties to this Agreement to Convert Separate Property to Community Property are [name of party A], of [county] County, Texas, and [name of party B], of [county] County, Texas (collectively “the parties”).

Stipulations

1. The parties are entering into this agreement in accordance with article XVI, section 15, of the Texas Constitution, as amended, and relevant sections of the Texas Family Code, as amended.
2. The parties acknowledge and agree that they are making and entering into this agreement voluntarily and without the intention to defraud or prejudice preexisting creditors.
3. [Name of party A] owns as separate property certain real and personal property as described on Schedule A, which is attached to this agreement. The parties intend by this agreement to convert the separate property of [name of party A] to community property.
4. [Name of party A] desires to convert the separate property to community property in order for the parties, following the execution of this agreement, to own, hold, and possess that property as community property.

In consideration of the mutual promises, agreements, exchanges, releases, and waivers contained in this agreement and in consideration of the parties’ desire to establish certain

Initials

Initials

rights and obligations by this agreement, and with the intent to be fully bound by the terms of this agreement, the parties covenant, agree, and contract as follows:

Article 1

Statement of Facts

1.1 Property of Parties

[Name of party A] owns as separate property the property described on Schedule A attached to this agreement.

1.2 Disclosure

[Name of party A] represents and warrants to [name of party B] that [he/she] has received a fair and reasonable disclosure of the legal effect of converting the separate property owned by [him/her], as specifically described on the attached Schedule A, into community property. In particular, [name of party A] acknowledges that [he/she] has read, been advised of, and understands the following:

“THIS INSTRUMENT CHANGES SEPARATE PROPERTY TO COMMUNITY PROPERTY. THIS MAY HAVE ADVERSE CONSEQUENCES DURING MARRIAGE AND ON TERMINATION OF THE MARRIAGE BY DEATH OR DIVORCE. FOR EXAMPLE:

“EXPOSURE TO CREDITORS. IF YOU SIGN THIS AGREEMENT, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME SUBJECT TO THE LIABILITIES OF YOUR SPOUSE. IF YOU DO NOT SIGN THIS AGREEMENT, YOUR SEPARATE PROPERTY IS GENERALLY NOT SUBJECT TO THE LIABILITIES OF YOUR SPOUSE UNLESS YOU ARE PERSONALLY LIABLE UNDER ANOTHER RULE OF LAW.

Initials

Initials

“LOSS OF MANAGEMENT RIGHTS. IF YOU SIGN THIS AGREEMENT, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME SUBJECT TO EITHER THE JOINT MANAGEMENT, CONTROL, AND DISPOSITION OF YOU AND YOUR SPOUSE OR THE SOLE MANAGEMENT, CONTROL, AND DISPOSITION OF YOUR SPOUSE ALONE. IN THAT EVENT, YOU WILL LOSE YOUR MANAGEMENT RIGHTS OVER THE PROPERTY. IF YOU DO NOT SIGN THIS AGREEMENT, YOU WILL GENERALLY RETAIN THOSE RIGHTS.

“LOSS OF PROPERTY OWNERSHIP. IF YOU SIGN THIS AGREEMENT AND YOUR MARRIAGE IS SUBSEQUENTLY TERMINATED BY THE DEATH OF EITHER SPOUSE OR BY DIVORCE, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME THE SOLE PROPERTY OF YOUR SPOUSE OR YOUR SPOUSE’S HEIRS. IF YOU DO NOT SIGN THIS AGREEMENT, YOU GENERALLY CANNOT BE DEPRIVED OF OWNERSHIP OF YOUR SEPARATE PROPERTY ON TERMINATION OF YOUR MARRIAGE, WHETHER BY DEATH OR DIVORCE.”

Each party acknowledges that [he or she/he/she] has been provided a fair and reasonable disclosure of the property being converted, including values, and financial obligations, contingent or otherwise, before the execution of this agreement. Furthermore, and before the execution of this agreement, each party has previously offered to provide, or has provided, to the other party all information and documentation pertaining to the property being converted, including income and value, and all financial obligations that have been requested by the other party. Each party acknowledges that [he or she/he/she] has, or reasonably could have had, full and complete knowledge of the property being converted and of all financial obligations associated with the property being converted.

Initials

Initials

Article 2

Conversion of Separate Property to Community Property

2.1 Conversion of Separate Property to Community Property

The parties agree that the property described on Schedule A constitutes the separate property of **[name of party A]**. **[Name of party A]** acknowledges and agrees that it is [his/her] intent to, and **[name of party A]** does hereby, covenant and agree that the property described on Schedule A is hereby converted from [his/her] separate property to the community property of the parties (“converted property”).

*2.2 Release of **[name of party A]***

[Name of party A], by [his/her] execution of this agreement, hereby releases and confirms to the community estate all right, title, and interest in and claims to the property described on Schedule A.

2.3 Asset Descriptions

The parties have tried to use the correct legal description for each asset listed on Schedule A. If any asset is incorrectly described, the description used is adequate for the purposes of this agreement and accompanying schedules, and the parties agree to execute any additional paperwork required to confirm ownership of property by the community estate.

Initials

Initials

Article 3

Income or Property Derived from Converted Property

3.1 *Income and Property Derived from Converted Property*

The parties agree that all income and revenues from the converted property, all income and property acquired as a result of the converted property, and all income and property resulting from the reinvestment of that income, including interest and dividend income, shall be community property.

3.2 *No Commingling Intended*

Neither party intends to commingle [his or her/his/her] respective separate property with the converted property, except when intentionally done in a joint financial account, and neither party's separate estate may claim an interest in converted property as a result of such commingling.

3.3 *Waiver of Claims*

Each party agrees that the converted property will be free from all claims that the other party's separate estate may have before the date of this agreement, as well as all claims that may arise following the execution of this agreement. Any separate-property money expended by either party's separate estate for the benefit of the converted property will be presumed to be a gift, as contrasted with a payment for which reimbursement or repayment is later expected, unless the parties agree otherwise in writing. This waiver applies during the lifetime of both parties, as well as on the death of either or both parties. This waiver extends to any rights, whether choate or inchoate, that may arise under the laws of Texas or any other jurisdiction. Each party further agrees that, by signing this agreement and accepting any benefit

Initials

Initials

whatsoever under it, [he or she/he/she] is estopped from making any claim of any kind at any time to the converted property by [his or her/his/her] separate estate, except as may expressly be provided for in this agreement.

Article 4

Liabilities

4.1 Liabilities of the Converted Property

The liabilities and obligations described on Schedule B, which is attached to this agreement and made a part of it for all purposes, and all other liabilities and obligations attributable to the converted property shall be satisfied and paid solely from the community estate of the parties. The parties agree that the community estate shall forever hold harmless, indemnify, and defend [**name of party A**] and [his/her] separate property from any claim arising from these liabilities and obligations.

Any taxes, interest, or penalties that [**name of party A**] may owe to any taxing authority, foreign or domestic, for years or taxable periods before the date of the parties' execution of this agreement that are attributable to the converted property are the sole and separate property liabilities and obligations of [**name of party A**], to be satisfied and paid solely from [his/her] separate estate and from which [he/she] agrees to forever hold harmless, indemnify, and defend [**name of party B**] and [her/his] separate property and the community estate from any claim.

If there is an outstanding loan on the converted property, each party agrees as follows: Each party agrees to provide proof of payment (including escrows) of all obligations paid on the outstanding loan to the other party on request. The parties agree to provide each other with ongoing access to all passwords and ongoing online access related to the outstanding loan.

Initials

Initials

Each party agrees to provide a copy of any and all correspondence from the underlying lender to the other party within five business days of receipt.

Article 5

Management of Converted Property

5.1 *Management of Converted Property*

The parties agree that the converted property is subject to the [joint management, control, and disposition of the parties/sole management, control, and disposition of **[name of party A]**/sole management, control, and disposition of **[name of party B]**].

Article 6

General Agreements

6.1 *General Agreements*

Except as specifically set forth in this agreement to the contrary, the parties agree to the following:

1. That the property described or created in this agreement as being converted from the separate property of **[name of party A]** to the community property of the parties shall be free from any claim of **[name of party A]** that may arise during the remainder of the parties' marriage.

2. That this agreement applies during the lifetime of both parties, including on dissolution of their marriage by court order, as well as on the death of either or both parties.

3. That this agreement extends to any rights, whether choate or inchoate, that may arise under the laws of any jurisdiction.

Initials

Initials

Article 7

Reimbursement

7.1 *No Reimbursement Claims*

[**Name of party A**] waives the right to assert any claim for reimbursement that [he/she] might presently or in the future have on behalf of [his/her] separate estate against the converted property. [**Name of party B**] waives the right to assert any claim for reimbursement that [she/he] might presently or in the future have on behalf of [her/his] separate estate against the converted property.

Article 8

Arbitration

8.1 *Arbitration*

The provisions for binding arbitration must be in accordance with Texas arbitration law, including but not limited to sections 6.601 and 153.0071 of the Texas Family Code.

The parties agree to submit to binding arbitration any dispute or controversy regarding the validity, interpretation, or enforceability of this agreement, as well as all issues involving its enforcement in connection with a dissolution proceeding between the parties. Each party expressly waives any right to trial by a court or trial by a jury. If a dissolution proceeding or declaratory judgment proceeding is filed in Texas, the arbitrator appointed under this agreement will simultaneously be designated as special master under the Texas Rules of Civil Procedure, and the parties agree to jointly apply to the court for any orders that are necessary to vest the arbitrator with all powers and authority of a special master under the rules.

Initials

Initials

The parties agree to appoint one arbitrator, whose decisions will be binding in all respects. Any arbitrator appointed by the parties must be an attorney who has undergone arbitration training conducted by the American Bar Association or the American Academy of Matrimonial Lawyers and is in good standing with the State Bar of Texas. **[Include if applicable:** The arbitrator must also be board certified in family law by the Texas Board of Legal Specialization.] The first party requesting arbitration must designate the name of an arbitrator in the request. The other party must then designate the name of an arbitrator. If the parties cannot agree on an arbitrator within fourteen days after either party's written request for arbitration, the two designees must select a qualified arbitrator, who will be designated the sole arbitrator of the dispute. If the parties cannot agree on the ground rules and procedures to be followed during the arbitration proceedings, the arbitrator shall have the sole authority to establish the ground rules and procedures to be followed during the arbitration proceeding. The parties agree to attend the arbitration on the date and at the time and place set by the arbitrator. The cost of arbitration must be borne as the arbitrator directs. The award of the arbitrator will be binding and conclusive on the parties, and a judgment setting forth the arbitration award may be entered in any court of competent jurisdiction.

Article 9

General Provisions

9.1 *Effective Date*

This agreement takes effect when it is executed by both parties and will remain in effect during the remainder of the parties' marriage and thereafter until it is fully performed, amended, or revoked, even when the parties' marriage is dissolved by death or otherwise.

Initials

Initials

9.2 *Execution of Documents*

Each party agrees to cooperate fully with the other in performing all acts and in executing, acknowledging, and delivering all instruments and documents required to accomplish the intent of this agreement, including but not limited to deeds, assignments, and promissory notes. Each party agrees to execute all documents required to accomplish the intent of this agreement within fourteen days after the documents are presented to the party for execution.

9.3 *Incorporation of Schedules*

All schedules and other instruments referred to in this agreement are incorporated into this agreement as completely as if they were copied verbatim in the body of it.

9.4 *Property Not Listed or That May Come into Existence in the Future*

This agreement to convert the separate property of [**name of party A**] to community property applies only to the property listed on Schedule A and does not apply to any other property not listed on Schedule A or to property that may come into existence in the future. The parties acknowledge that, to convert additional separate property of either party into community property, the parties must prepare and sign a separate written instrument.

9.5 *No Conveyance*

The parties agree that neither party shall convey or attempt to convey [his or her/his/her] community-property interest in the property described on Schedule A, which is being converted from [**name of party A**]'s separate property to community property, without the prior written consent of the other party.

Initials

Initials

9.6 *Enforceability*

This agreement may be enforced by suit in law or equity by either of the parties or by their heirs, executors, attorneys, or assigns. Each party agrees that by signing this agreement and accepting any benefit whatsoever under it, [he or she/he/she] hereby waives, and is estopped and barred from making, any claim of any kind at any time on behalf of [his or her/his/her] separate estate against the converted property.

9.7 *Successors*

This agreement binds and inures to the benefit of the parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

9.8 *Amendment or Modification*

This agreement may be waived, abandoned, modified, amended, discharged, or terminated only by a written instrument signed by both parties that specifically identifies the waiver, abandonment, modification, amendment, discharge, or termination.

9.9 *Attorney's Fees and Expenses for Enforcement*

If either party brings an action or other proceeding to enforce this agreement or to enforce any judgment, decree, or order made by a court in connection with this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and other necessary costs from the other party. If either party files a declaratory judgment proceeding to determine the enforceability of this agreement, neither party will be entitled to an award of attorney's fees unless a party successfully challenges the validity of this agreement, in which event the court will be authorized to award attorney's fees. If either party seeks to invalidate some or all

Initials

Initials

of this agreement or seeks to recover property in a manner at variance with this agreement, the successful party will be entitled to recover reasonable attorney's fees and other necessary costs from the other party.

9.10 Exclusive Remedy for Nonmonetary Breach

Except as expressly provided otherwise in this agreement, the exclusive judicial remedy of either party against the other for failure to perform any nonmonetary duty or obligation under any provision of this agreement is judicial enforcement by judgment for specific performance or mandatory injunction and writ of execution to compel performance, plus reasonable attorney's fees. Neither party is entitled to recover any damages, actual or consequential, for any nonmonetary breach. No failure of either party to perform any nonmonetary duty or obligation under this agreement diminishes or impairs the full effectiveness of its provisions.

9.11 Waiver of Breach or Term

The waiver of any breach of any provision of this agreement does not waive any other breach of that or any other provision. Waiver of any term of this agreement may be accomplished only concerning future performance and only by a written instrument signed by both parties expressly stating the provisions waived.

9.12 Partial Invalidity

If any provision of this agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable.

9.13 Assignment Prohibited

This agreement is personal to the parties, and neither party may assign or delegate any of [his or her/his/her] rights or obligations under it.

Initials

Initials

9.14 Entire Agreement

This instrument contains the parties' entire agreement on the subject it purports to cover. This agreement replaces any earlier agreements or understandings, whether written or oral, and there are no contemporaneous written or oral agreements that are not fully expressed in it.

9.15 Titles and Captions

Article headings, titles, and captions contained in this agreement are merely for reference and do not define, limit, extend, or describe the scope of this agreement or any provision.

9.16 No Construction against Draftsman

No provision of this agreement may be interpreted for or against any party because the party or the party's legal representative drafted the provision.

9.17 Representation

The attorney representing [**name of party A**] is [**name**]. The attorney representing [**name of party B**] is [**name**]. [**Name of party A**] has not received any legal, financial, or other kind of advice from [**name of party B**] or from [her/his] attorney, [**name**], in connection with the advisability or nonadvisability of entering into this agreement. [**Name of party B**] has not received any legal, financial, or other kind of advice from [**name of party A**] or from [his/her] attorney, [**name**], in connection with the advisability or nonadvisability of entering into this agreement. [**Name of party A**] is relying on [his/her] own judgment and the advice of [his/her] attorney in entering into this agreement. [**Name of party B**] is relying on [her/his] own judgment and the advice of [her/his] attorney in entering into this agreement.

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Initials

Or

[[**Name of party A**]/[**name of party B**]] acknowledges that [he/she] has had the opportunity to retain independent counsel to represent [him/her] in connection with this agreement and that [he/she] has been encouraged by [[**name of party B**]/[**name of party A**]] and others to obtain an attorney of [his/her] choice to represent [him/her], but that [he/she] has specifically declined to do so and is relying on [his/her] own judgment in entering into this agreement. Notwithstanding the fact that [[**name of party A**]/[**name of party B**]] has represented [himself/herself] in this matter, [[**name of party A**]/[**name of party B**]] reaffirms the warranties made by [him/her] in this agreement and further represents and warrants that [he/she] has the requisite knowledge, skill, and training to fully understand the consequences of [his/her] execution of this agreement. Finally, [[**name of party A**]/[**name of party B**]] represents and warrants that [he/she] has not received any legal, financial, or other kind of advice from [[**name of party B**]/[**name of party A**]] or [name] or any other attorney with the law firm of [name] in connection with the advisability or nonadvisability of entering into this agreement.

9.18 Nondisqualification

If any dispute arises out of this agreement, whether by arbitration or litigation, each party waives any claim of disqualification against representation of the other party by the attorneys who participated in negotiating and drafting this agreement.

9.19 Place of Performance; Governing Law; Application

Texas law governs the construction and enforcement of this agreement to the maximum extent permitted by law.

This agreement is made in Texas, and Texas law in effect at the date the agreement is signed must govern and be applied in the interpretation and enforcement of this agreement. If

Initials

Initials

one or both of the parties ever becomes domiciled in a jurisdiction other than Texas, the status of the property being converted by this agreement must be controlled to the maximum extent by the terms of this agreement interpreted under Texas law in effect when this agreement is signed.

Include 9.20 if applicable.

9.20 *Suits Affecting the Parent-Child Relationship*

Nothing in this agreement affects either party's rights in any suit affecting the parent-child relationship.

9.21 *Multiple Originals*

This agreement is executed in multiple originals.

Article 10

Representations and Warranties

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT [HE OR SHE/HE/SHE] IS PERMANENTLY SURRENDERING RIGHTS AND CLAIMS [HE OR SHE/HE/SHE] WOULD OTHERWISE HAVE UNDER TEXAS LAW.

10.1 *Representations and Warranties of [name of party A]*

My name is [name of party A]. I represent and warrant that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules attached or referred to, in their entirety].

Initials

Initials

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement [and about the spousal rights and liabilities of both parties].
3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [**include if applicable:** AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].
4. I have given careful and mature thought to the making of this agreement.
5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.
6. I am not relying on any fiduciary obligations owed by one party to the other party or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by [**name of party B**] or anyone acting on [her/his] behalf.
7. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time by my separate-property estate against the converted property, except as expressly provided for in this agreement.
8. I fully understand that by executing this agreement I may be adversely affecting my inheritance rights and property and that I am permanently surrendering rights to property I would otherwise have under Texas law.
9. I am executing this agreement with the intent to be bound fully by all its terms.

Initials

Initials

[Name of party A]

10.2 *Representations and Warranties of [name of party B]*

My name is [name of party B]. I represent and warrant that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules attached or referred to, in their entirety].

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.

3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [include if applicable: AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].

4. I have given careful and mature thought to the making of this agreement.

5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.

6. I am not relying on any fiduciary obligations owed by one party to the other party or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by [name of party A] or anyone acting on [his/her] behalf.

7. I am executing this agreement with the intent to be bound fully by all its terms.

Initials

Initials

[Name of party B]

EXECUTED in multiple originals on the dates and at the times of the acknowledgments shown below.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on
_____ by [name of party A].

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on
_____ by [name of party B].

Notary Public, State of Texas

Initials

Initials

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Initials

Initials

Schedule A

To Agreement to Convert Separate Property to Community Property between [**name of party A**] and [**name of party B**] dated [**date**].

Separate Property Converted to Community Property

Initials

Initials

Schedule B

To Agreement to Convert Separate Property to Community Property between [**name of party A**] and [**name of party B**] dated [**date**].

Liabilities Attributable to Separate Property Converted to Community Property

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Initials

Form 63-9

This example is furnished merely for illustration and should not be used as a standard form. The nature of separation agreements, especially their tax aspects, makes the variables so numerous as to defy the use of simple forms. **The tax consequences of the agreement must always be given careful consideration.**

This form is designed to be used to confirm each party's separate property, partition any community property as desired, and make an agreement with respect to future earnings from separate property, as well as personal earnings.

If there are children under age eighteen, it is recommended that, to aid enforcement of the provisions of the agreement concerning the children, a suit affecting the parent-child relationship be filed in conjunction with the execution of this agreement, incorporating in an agreed order the terms of the agreement concerning managing and possessory conservatorship and access to and support of the children. This agreement is worded on the assumption that such an order will exist.

Separation Agreement

The parties to this Separation Agreement are **[name of party A]**, of **[county]** County, Texas, and **[name of party B]**, of **[county]** County, Texas.

Stipulations

1. The parties were married on **[date]** at **[city, state]**, and ever since that date have been, and are now, spouses.
2. The parties have **[a]** child~~ren~~ now under eighteen years of age who **[is/are]** entitled to support, as set forth below.
3. The parties have agreed to a separation. As a result, the purpose of this agreement is to partition the parties' existing property and property to be acquired in the future, to delineate and set forth methods whereby the character of the property can be readily determined, **[include if applicable: to provide for the custody and support of the child~~ren~~,]** and to provide for the maintenance and support of **[[name of party A]/[name of party B]]**.

Initials

Initials

4. The parties intend for this agreement to provide a readily ascertainable means of determining the property interest of each party in the event of a final divorce.

5. The parties acknowledge that each party has participated in the negotiations and preparation of this agreement, that each party fully understands the terms, conditions, and provisions of this agreement, and that each party believes its terms to be fair, just, adequate, and reasonable.

6. The parties acknowledge and agree that they are making and entering into this agreement voluntarily and without the intention to defraud or prejudice preexisting creditors.

7. Each party desires to partition or exchange community property in order for each party, following the execution of this agreement, to hold and possess [his or her/his/her] share as [his or her/his/her] sole and separate property.

8. The parties intend to clarify their respective property rights to eliminate any uncertainty about those rights following their separation.

Include the following if applicable.

9. The parties intend by this agreement that no future community property will be created during the remainder of their marriage.

Continue with the following.

In consideration of the mutual promises, agreements, partitions, exchanges, releases, and waivers contained in this agreement and in consideration of the parties' desire to establish certain rights and obligations by this agreement, and with the intent to be fully bound by the terms of this agreement, the parties covenant, agree, and contract as follows:

Initials

Initials

Article 1

Separation

1.1 Date of Separation

The parties separated on [date] [include if applicable: and will, at all times following the execution of this agreement, live separately and apart from each other].

1.2 Right to Live Separately and Free from Interference

Each party will be free from interference, authority, and control, direct or indirect, by the other party as if [he or she/he/she] were unmarried. Each party may reside at any place or places [he or she/he/she] selects.

Article 2

Custody of Child[ren]

2.1 Child[ren] of the Marriage

There is no child born or adopted during the parties' marriage, and none is expected.

Or

There is no child born or adopted during the parties' marriage now under eighteen years of age or otherwise entitled to support, and none is expected.

Or

The parties are the parents of the following child[ren]:

Name:

Initials

Initials

Sex:

Birthplace:

Birth date:

Home state:

Repeat above information for each additional child.

No other children are expected.

2.2 *Stipulation Concerning Managing and Possessory Conservators*

It is in the best interest of the child[ren] that **[name]** be appointed [Sole/Joint] Managing Conservator of the child[ren] and **[name]** be appointed [Possessory/Joint Managing] Conservator of the child[ren] in any suit affecting the parent-child relationship that is filed.

2.3 *Custody of Child[ren]*

It is in the best interest of the child[ren] that **[name]** have primary physical possession of the child[ren] with all the rights and duties of a parent as set forth in the Texas Family Code, as amended, subject only to the rights and duties of **[name]** as set forth below. **[Name]** understands and agrees that **[name]** will have all the normal rights of a parent, including the right to designate the primary residence of the child[ren], and that **[name]** will have the following rights and duties:

Include appropriate language from form [23-1](#).

Initials

Initials

2.4 *Periods of Possession*

[Name] will have the right to access and possession of the child[ren] at all times as the parties may mutually agree and, failing mutual agreement, as follows: **[set out times and conditions for possession of the child[ren]]**.

For additional provisions, see form [23-1](#).

Article 3

Support of Child[ren]

3.1 *Duty of Support*

[Name] recognizes [his/her] duty to support the child[ren] in accordance with the provisions of the Texas Family Code.

3.2 *Cash Payments*

With appropriate modification, the following paragraphs may be used to provide for monthly support for one child or for more than one child. If there is more than one child, modify the amount of support in each series of blanks to indicate the reduction in support as a child reaches eighteen, is otherwise emancipated, graduates, or begins active service. See [4.F.2.](#) and [4.F.3.](#) in form [4-3](#) if semimonthly or weekly payments are ordered.

Select one of the following.

[Name] agrees to pay to [name] child support of [number] dollars (\$[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:

Initials

Initials

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.

[Name] agrees that if the child is eighteen years of age and has not graduated from high school and [name of obligor]'s obligation to support the child has not already terminated, [name]'s obligation to pay child support to [name] 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.

Or

Initials

Initials

[Name] agrees to pay to [name] child support of [number] dollars (\$[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] agrees to pay to [name] child support of [number] dollars (\$[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 in items 1. through 5. above for that child and a like sum of [number] dollars (\$[amount]) due and payable on the [specify] day of each month until the next occurrence of one of the events specified above for [the other/another] child for whom [name of obligor] remained obligated to pay support under this agreement. **[Continue as required for additional reductions.]**

[Name] agrees that if a child is eighteen years of age and has not graduated from high school and [name of obligor]'s obligation to support the child has not already terminated,

Initials

Initials

[name]’s obligation to pay child support to [name] 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.

3.3 *Future Determination of Child Support*

The child support set forth above is necessary to provide the child[ren] with clothing, food, shelter, education, medical and dental care, and other necessities of life. As a result, the parties agree that any court of competent jurisdiction in which a suit affecting the parent-child relationship is filed will set child support in an amount at least equal to the amounts set forth above.

Or

The provisions for child support set forth in this section are based solely on the parties’ present circumstances and those of the child[ren] to whom support is due and are not to be construed as a binding contract on the parties or as consent to any decree that a court of competent jurisdiction may enter in any suit affecting the parent-child relationship. An award of child support by any such court will terminate the support provisions of this agreement.

Initials

Initials

3.4 *Obligation of Estate*

The child support obligation will not cease at **[name]**'s death but will be an obligation of the deceased parent's estate and will be payable on the date of **[his/her]** death as provided by section 154.015 of the Texas Family Code.

3.5 *Health [and Dental] Insurance*

As additional child support, **[name]** agrees to keep and maintain at all times in full force and effect the health insurance **[include if applicable: and dental insurance]** that now insures the parties' child~~ren~~, provided through **[name]**'s employer, **[name]**, or through such group plan as is available through other employment. If **[name]** is not employed, or if no health-care plan is available at the then-current place of employment, **[name]** must within ten days of termination of employment at the last place of employment offering a health-care plan convert the policy for individual coverage on the child~~ren~~ to provide insurance coverage. **[Include specific coverage requirements if desired.]**

If the policy is not convertible, **[name]** must secure on or before the tenth day following discharge of employment health **[include if applicable: and dental]** insurance insuring each child. **[Include specific coverage requirements if desired.]** The insurance must be maintained for the benefit of the child~~ren~~ as long as child support is payable under this agreement.

[Name] must furnish to **[name]** a true and correct copy of **[the/each]** insurance policy or certification and a schedule of benefits within **[number]** days of the execution of this agreement. **[Name]** must furnish to **[name]** the insurance cards and any other forms necessary for use of the insurance within **[number]** days of the execution of this agreement. **[Name]** must provide, within three days of receipt by **[him/her]**, to **[name]** any insurance checks, other pay-

Initials

Initials

ments, or explanations of benefits relating to any medical expenses for the child[ren] that [name] paid or incurred.

The reasonable and necessary health-care expenses of the child[ren] that are not reimbursed by health insurance [**include if applicable:** or dental insurance] are allocated as follows: [Name] shall pay [percent] percent and [name] shall pay [percent] percent of the unreimbursed health-care expenses if, at the time the expenses are incurred, [name] is providing health [**include if applicable:** and dental] insurance as agreed. “Reasonable and necessary health-care expenses that are not reimbursed by health insurance” 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.

The party who incurs a health-care expense on behalf of [the/a] child shall furnish to the other party all forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring party receives them. If the incurring party furnishes to the nonincurring party the forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring party receives them, the nonincurring party shall pay the nonincurring party’s percentage of the unreimbursed 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 unreimbursed portion of the health-care expenses within thirty days after the nonincurring party receives the forms, receipts, bills, statements, and/or explanations of benefits. If the incurring party fails to furnish to the other party the forms, receipts, bills, statements, and

Initials

Initials

explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring party receives them, the nonincurring party shall pay the nonincurring party's percentage of the unreimbursed 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 unreimbursed portion of the health-care expenses within 120 days after the nonincurring party receives the forms, receipts, bills, statements, and/or explanations of benefits.

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

Each party shall conform to all requirements imposed by the terms and conditions of any policy of health [**include if applicable:** or dental] insurance covering the child[ren] in order to assure the 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 shall use "preferred providers" or services within the health maintenance organization or preferred provider network, if applicable. Disallowance of the bill by an insurance company shall not excuse the obligation of either party to make payment. Excepting emergency health-care expenses incurred on behalf of the child[ren], if a party incurs health-care expenses for the child[ren] using "out-of-network" providers or services or fails to follow the insurance company procedures or requirements, that party shall pay all such health-care expenses incurred absent written agreement of the parties allocating such health-care expenses.

Except as provided in this paragraph, [**name**] shall furnish to [**name**], within fifteen days of receiving them, all forms, receipts, bills, and statements reflecting the health-care expenses [**name**] incurs on behalf of the child[ren]. [**Name**], at [his/her] option, may file any

Initials

Initials

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.

[Name] shall 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 receiving any form, receipt, bill, or statement reflecting the expenses.

Any insurance payments received by a party from the health [include if applicable: or dental] 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. 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 [name] shall endorse and forward the checks or payments, along with any explanation of benefits received, to [name] within three days of receiving them.

If [name] fails to maintain the insurance coverage described in this section, or to provide [name] the insurance cards and any other forms necessary for use of the insurance, or to cooperate in making claims on the insurance as described in this section, or to pay to [name] any payments received on behalf of the child[ren] as described in this section, [name] must pay as additional child support all medical and dental bills incurred on behalf of the child[ren], including but not limited to doctor, hospital, prescription drug, psychiatric, psychological, laboratory, X-ray, therapy, dental, or orthodontic bills, within ten days following the date any such bills are mailed to [name] at [his/her] last known address.

For additional or alternative provisions regarding health care, see form 23-1 .

Initials

Initials

3.6 Life Insurance

As additional child support, **[name of obligor]** agrees **[include if applicable: to purchase and]**, as long as child support is payable under the terms of this agreement, to maintain in full force and effect at **[name of obligor]**'s sole cost and expense a life insurance policy, which may be a decreasing term life insurance policy, insuring the life of **[name of obligor]**, with an initial death benefit not less than the amount of the "Unpaid Child Support," that will establish an insurance-funded [trust/annuity] payable to **[name of obligee]** for the benefit of the child[ren] that will satisfy the support obligation under this agreement in the event of the obligor's death, pursuant to sections 154.015 and 154.016 of the Texas Family Code.

"Unpaid Child Support" is defined as the sum of the following:

1. an amount equal to the total amount of monthly periodic child support payments under the terms of this agreement, as modified by future orders modifying the order based on this agreement, that would be due between the date of this agreement until the end of the month of [the/each] child's eighteenth birthday [, which the parties agree is **[number]** dollars (**[\$amount]**);

2. an amount equal to the total amount of health insurance and dental insurance premiums payable for the benefit of the child[ren] under the terms of this agreement, as modified by future orders modifying the order based on this agreement, that would be due between the date of this agreement until the end of the month of [the/each] child's eighteenth birthday [, which the parties agree is **[number]** dollars (**[\$amount]**); and

3. an amount equal to the balance owing on all cumulative judgments awarded against **[name of obligor]** for retroactive child support, child support arrearages, medical support arrearages, and dental support arrearages, as well as postjudgment interest on each judg-

Initials

Initials

ment as of the date of the order based on this agreement [, which the parties agree to be [number] dollars (\$[amount])).

The parties agree that at the date of this agreement the amount of Unpaid Child Support is [number] dollars (\$[amount])).

[Name of obligor] will provide [name of obligee] written proof from the life insurance company confirming the coverage required under this portion of the agreement no later than thirty days after the date this agreement is signed [through the parties' attorneys/by mailing to [name of obligee] at [address]/by e-mailing to [name of obligee] at [e-mail address]].

On [date] of each calendar year [name of obligor] and [name of obligee] will recalculate the amount of Unpaid Child Support, replacing the date of the agreement or, if applicable, the date of the most recent recalculation, with the date of the newest recalculation until the balance of the Unpaid Child Support is zero. After each recalculation, [name of obligor] may decrease the amount of the death benefit of the insurance policy to an amount equal to or greater than the most recently recalculated Unpaid Child Support. If after any recalculation the death benefit of the life insurance policy is less than the recalculated Unpaid Child Support, within thirty days of that recalculation [name of obligor] will increase and maintain the death benefit to an amount equal to or greater than the most recently recalculated Unpaid Child Support.

Within thirty days of any change of the death benefit or of any beneficiary of the life insurance policy or of any written request by [name of obligee] [mailed to [name of obligor]'s last known mailing address/e-mailed to [name of obligor]'s last known e-mail address/sent by text message to [name of obligor]'s last known mobile telephone number/[other method of communication]], [name of obligor] will provide [name of obligee] at [name of obligee]'s last known [mailing/e-mail] address the documentation from the life insurance company showing

Initials

Initials

the policy's current death benefit and the policy's current beneficiary designation(s). With [his/her] signature to this agreement, **[name of obligor]** authorizes **[name of obligee]** to obtain directly from the insurance company issuing the life insurance policy the current death benefit of the policy and the policy's beneficiary designation(s). Not later than thirty days after receipt of a form required by the insurance company to authorize **[name of obligee]** to directly obtain this information, **[name of obligor]** will execute and deliver each such form to **[name of obligee]** at **[name of obligee]**'s last known mailing address.

On the date of this agreement, **[name of obligor]** will create an insurance-funded [trust/annuity], the complete terms and documents of which **[name of obligor]** will provide to **[name of obligee]** [through the parties' attorneys/by mailing to **[name of obligee]** at **[address]**/by e-mailing to **[name of obligee]** at **[e-mail address]**]. Within fifteen days of any written request by **[name of obligee]** [mailed to **[name of obligor]**'s last known mailing address/e-mailed to **[name of obligor]**'s last known e-mail address/sent by text message to **[name of obligor]**'s last known mobile telephone number/**[other method of communication]**], **[name of obligor]** will provide **[name of obligee]** at **[name of obligee]**'s last known [mailing/e-mail] address the complete, current terms and documents of the [trust/annuity].

If **[name of obligor]**'s death occurs before the termination of [his/her] child support obligation, the proceeds of the life insurance policy shall fund the [trust/annuity] and shall be distributed as will be ordered by the Court in accordance with the Texas Family Code. If the proceeds of the life insurance policy are insufficient to satisfy **[name of obligor]**'s child support obligation as will be determined by the Court, any unpaid child support obligation remains an obligation of **[name of obligor]**'s estate. If the proceeds of the life insurance policy exceed **[name of obligor]**'s child support obligation as will be determined by the Court, **[name of obligor]**, through the terms of the [trust/annuity], will determine the disposition of those excess funds after **[name of obligee]** is paid a sum equal to the child support obligation.

Initials

Initials

If any person or entity other than the insurance-funded [trust/annuity] described above receives proceeds of the life insurance policy [name of obligor] has agreed to maintain under the terms of this portion of the agreement before both the Court orders the distribution of those proceeds and those proceeds are distributed in accordance with that order, that person or entity will be designated a constructive trustee of those funds for the benefit of [name of obligee] to the extent the Court orders those funds to be paid to [name of obligee] to satisfy [name of obligor]'s child support obligation.

Article 4

Property of the Parties

4.1 *Separate Property of [name of party A]*

[Name of party B] acknowledges and agrees that all property listed in Schedule A attached to this agreement constitutes the separate property of [name of party A].

4.2 *Separate Property of [name of party B]*

[Name of party A] acknowledges and agrees that all property listed in Schedule B attached to this agreement constitutes the separate property of [name of party B].

4.3 *Community Property of the Parties*

The parties own as community property all that certain estate, real, personal, and mixed, that is described in Schedules C and D attached to this agreement.

See form 63-5 for separate waiver of disclosure of financial information.

Initials

Initials

4.4 *Disclosure*

Each party represents and warrants to the other party that [he or she/he/she] has [include if applicable: , to the best of [his or her/his/her] ability,] made to the other party a [complete and accurate/fair and reasonable] disclosure of the nature and extent of the [include if applicable: separate and] community property of the parties, including values, and financial obligations, contingent or otherwise, and that the disclosure includes but is not limited to the properties set forth on Schedules A, B, C, and D attached to this agreement and other documentation exchanged between the parties before their signing of this agreement. Each party additionally acknowledges that, before the signing of this agreement, [he or she/he/she] has been provided a fair and reasonable disclosure of the [include if applicable: separate and] community property and financial obligations of the parties. Furthermore, and before their execution of this agreement, each party has previously offered to provide, or has provided, to the other party all information and documentation pertaining to all [include if applicable: separate and] community property, including income and value, and all financial obligations that have been requested by the other party. Each party acknowledges that [he or she/he/she] has, or reasonably could have had, full and complete knowledge of the [include if applicable: separate and] community estate of the parties, as well as complete knowledge of all financial obligations of the parties.

Article 5

Partition of Property

5.1 *Property Partitioned to [name of party A]*

The parties agree that [name of party A] will own, possess, and enjoy as [his/her] sole and separate estate, free from any claim of [name of party B], the property listed in Schedule

Initials

Initials

A, which is attached to this agreement and incorporated in it for all purposes. **[Name of party B]** partitions and exchanges to **[name of party A]** all [her/his] community-property interest in and to all the property listed in Schedule A, together with any insurance policies covering the property and any escrow accounts that relate to it. **[Name of party B]** grants, releases, and confirms to **[name of party A]** and to [his/her] heirs and assigns all right, title, and interest in and claims to the properties listed in Schedule A, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging forever.

*5.2 Property Partitioned to **[name of party B]***

The parties agree that **[name of party B]** will own, possess, and enjoy as [her/his] sole and separate estate, free from any claim of **[name of party A]**, all the property listed in Schedule B, which is attached to this agreement and incorporated in it for all purposes. **[Name of party A]** partitions and exchanges to **[name of party B]** all [his/her] community-property interest in and to all the property listed in Schedule B, together with all insurance policies covering the property and all escrow accounts that relate to it. **[Name of party A]** grants, releases, and confirms to **[name of party B]** and to [her/his] heirs and assigns all right, title, and interest in and claims to the properties listed in Schedule B, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging forever.

5.3 Just and Right Partition and Exchange

The parties acknowledge that all of the parties' property is partitioned and exchanged under the terms of this agreement in a manner that is just and right, having due regard for the rights of each party **[include if applicable: and any child[ren] of the marriage]**.

Initials

Initials

5.4 *Asset Descriptions*

The parties have tried to use the correct legal description for each asset listed on any schedule attached to this agreement. If any asset is incorrectly described, the description used is adequate for the purposes of this agreement and accompanying schedules, and the parties agree to execute any additional paperwork required to confirm ownership in the name of the party in whose schedule the asset appears.

Article 6

Income or Property Derived from Separate Property

6.1 *Income from [name of party A]'s Separate Property*

Select one of the following.

Except as noted below, **[name of party B]** agrees that all income, changes, mutations, and increases in kind or in value of **[name of party A]**'s separate property following the execution of this agreement and all property that [he/she] may hereafter acquire **[include if community estate will continue to exist: as [his/her] separate property]**, including all property acquired as a result of the reinvestment of income from [his/her] separate property, will be the separate property of **[name of party A]**. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, **[name of party B]** forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from **[name of party A]**'s separate property, including all property acquired as a result of the reinvestment of income from [his/her] separate property, in consideration of **[name of party A]**'s reciprocal agreement and release, relinquishment, and renunciation. All future earnings and income arising from **[name of party**

Initials

Initials

A]'s separate property will be the separate property of [name of party A] unless the parties agree in writing to the contrary.

Or

All future earnings and income arising from [name of party A]'s separate property will be the community property of the parties after the date of the execution of this agreement.

Or

Except as noted below, [name of party B] agrees that all income, changes, mutations, and increases in kind or in value of [name of party A]'s separate property following the execution of this agreement and all property that [he/she] may hereafter acquire [include if community estate will continue to exist: as [his/her] separate property], including all property acquired as a result of the reinvestment of income from [his/her] separate property, will be the separate property of [name of party A]. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, [name of party B] forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from [name of party A]'s separate property, including all property acquired as a result of the reinvestment of income from [his/her] separate property, in consideration of [name of party A]'s reciprocal agreement and release, relinquishment, and renunciation. Notwithstanding the preceding language in this paragraph, future earnings and income arising from [name of party A]'s separate property as listed in Schedule E will be the community property of the parties after the date of the execution of this agreement.

Continue with the following.

Initials

Initials

The parties agree that, for the purpose of this article 6, this agreement shall be deemed a partition or exchange agreement.

6.2 *Income from [name of party B]'s Separate Property*

Select one of the following.

Except as noted below, [name of party A] agrees that all income, changes, mutations, and increases in kind or in value of [name of party B]'s separate property following the execution of this agreement and all property that [she/he] may hereafter acquire [**include if community estate will continue to exist:** as [her/his] separate property], including all property acquired as a result of the reinvestment of income from [her/his] separate property, will be the separate property of [name of party B]. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, [name of party A] forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from [name of party B]'s separate property, including all property acquired as a result of the reinvestment of income from [her/his] separate property, in consideration of [name of party B]'s reciprocal agreement and release, relinquishment, and renunciation. All future earnings and income arising from [name of party B]'s separate property will be the separate property of [name of party B] unless the parties agree in writing to the contrary.

Or

All future earnings and income arising from [name of party B]'s separate property will be the community property of the parties after the date of the execution of this agreement.

Or

Initials

Initials

Except as noted below, **[name of party A]** agrees that all income, changes, mutations, and increases in kind or in value of **[name of party B]**'s separate property following the execution of this agreement and all property that [she/he] may hereafter acquire **[include if community estate will continue to exist: as [her/his] separate property]**, including all property acquired as a result of the reinvestment of income from [her/his] separate property, will be the separate property of **[name of party B]**. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, **[name of party A]** forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from **[name of party B]**'s separate property, including all property acquired as a result of the reinvestment of income from [her/his] separate property, in consideration of **[name of party B]**'s reciprocal agreement and release, relinquishment, and renunciation. Notwithstanding the preceding language in this paragraph, future earnings and income arising from **[name of party B]**'s separate property as listed in Schedule F will be the community property of the parties after the date of the execution of this agreement.

Continue with the following.

The parties agree that, for the purpose of this article 6, this agreement shall be deemed a partition or exchange agreement.

No Texas statutory or case law states whether it is legally permissible to provide in a separation agreement that future earnings will be the separate property of the spouse who produced the earnings. No opinion is expressed about the validity of the following paragraph.

6.3 *Earnings*

The parties agree that all salary, earnings, and other compensation for personal services or labor received or receivable by either party, now or in the future, will be the separate prop-

Initials

Initials

erty of the party who performed the services or labor and received or is due to receive the salary or other compensation.

6.4 *Waiver of Claims*

Each party agrees that the property being partitioned and exchanged between the parties as their respective separate property will be free from all claims that the other party may have before the date of this agreement, as well as all claims that may arise following the execution of this agreement. Any money used for the benefit of the other party will be presumed to be a gift to the other party, as contrasted with a payment for which reimbursement or repayment is later expected, unless the parties agree otherwise in writing. This waiver applies during the lifetime of both parties, as well as on the death of either or both parties. This waiver extends to any rights, whether choate or inchoate, that may arise under the laws of Texas or any other jurisdiction. Each party further agrees that, by signing this agreement and accepting any benefit whatsoever under it, [he or she/he/she] is estopped from making any claim of any kind at any time to any separate property or the separate estate of the other party, except as may expressly be provided for in this agreement.

Article 7

Liabilities

7.1 *Liabilities of [name of party A]*

The liabilities and obligations described in Schedule G, which is attached to this agreement and made a part of it for all purposes, and all other liabilities and obligations of [name of party A] as of the date of the parties' execution of this agreement that are not included in Schedule G are partitioned to [name of party A] as the sole and separate property liabilities and obligations of [name of party A] and must be satisfied and paid solely from [his/her] separate

 Initials

 Initials

estate. **[Name of party A]** agrees to forever hold harmless, indemnify, and defend **[name of party B]** and [her/his] property from any claim arising from these liabilities and obligations.

Any taxes, interest, or penalties that **[name of party A]** may owe to any taxing authority, foreign or domestic, for years or taxable periods before the date of the parties' execution of this agreement are the sole and separate property liabilities and obligations of **[name of party A]**, to be satisfied and paid solely from [his/her] separate estate and from which [he/she] agrees to forever hold harmless, indemnify, and defend **[name of party B]** and [her/his] property from any claim.

*7.2 Liabilities of **[name of party B]***

The liabilities and obligations described in Schedule H, which is attached to this agreement and made a part of it for all purposes, and all other liabilities and obligations of **[name of party B]** as of the date of the parties' execution of this agreement that are not included in Schedule H are partitioned to **[name of party B]** as the sole and separate property liabilities and obligations of **[name of party B]** and must be satisfied and paid solely from [her/his] separate estate. **[Name of party B]** agrees to forever hold harmless, indemnify, and defend **[name of party A]** and [his/her] property from any claim arising from these liabilities and obligations.

Any taxes, interest, or penalties that **[name of party B]** may owe to any taxing authority, foreign or domestic, for years or taxable periods before the date of the parties' execution of this agreement are the sole and separate property liabilities and obligations of **[name of party B]**, to be satisfied and paid solely from [her/his] separate estate and from which [she/he] agrees to forever hold harmless, indemnify, and defend **[name of party A]** and [his/her] property from any claim.

Initials

Initials

Article 8

Management of Properties

8.1 Management of Properties

Each party has the full, free, and unrestricted right to manage the separate property over which [he or she/he/she] has control under section 3.101 of the Texas Family Code or succeeding provisions of similar import and nature, including without limitation the right to convey or encumber the property; to dispose of it by sale, gift, or otherwise; and to deal with it without taking into consideration any rights or interests of the other party. If the joinder of **[name of party A]** or **[name of party B]** (“joining party”) should be required by law in connection with the execution of any document by the other party with respect to the separate property of the other party, on request and from time to time, the joining party must execute all such documents necessary to effect the desires of the other party, including gift tax returns, but without any personal liability of the joining party. Neither party has the authority to encumber or dispose of the other party’s separate property without the other party’s express written consent. Notwithstanding any of the provisions set forth in this section 8.1, the parties agree that any gift in excess of the annual gift tax exclusion that would be applied to either party’s unified lifetime credit must be consented to in writing by the parties before the making of the gift.

Include 8.2 and 8.3 if applicable.

*8.2 No Legal Action against Separate Property of **[name of party A]***

In recognition of the fact that all property described on Schedule A of this agreement is stipulated and agreed to be the separate property of **[name of party A]**, **[name of party B]** expressly disclaims any right to take any legal action against any of the entities listed on

Initials

Initials

Schedule A in connection with any divorce proceeding or other legal action regarding this agreement. Specifically, **[name of party B]** agrees that [she/he] is not entitled to, and shall not seek, any temporary restraining order, injunctive relief, receivership, or other legal relief that would in any way restrict, inhibit, or affect the ability of any of the entities listed on Schedule A of this agreement from operating their business affairs as each entity deems appropriate, including each such entity's right to sell, purchase, or alienate property, to transfer or pledge property, to incur or pay debt, to exercise stock options or warrants, to issue stock, to raise capital, to liquidate any assets, to enter into or change any contractual relationships, to make expenditures or incur any indebtedness, or to merge or in any way alter its business organization or form.

*8.3 No Legal Action against Separate Property of **[name of party B]***

In recognition of the fact that all property described on Schedule B of this agreement is stipulated and agreed to be the separate property of **[name of party B]**, **[name of party A]** expressly disclaims any right to take any legal action against any of the entities listed on Schedule B in connection with any divorce proceeding or other legal action regarding this agreement. Specifically, **[name of party A]** agrees that [he/she] is not entitled to, and shall not seek, any temporary restraining order, injunctive relief, receivership, or other legal relief that would in any way restrict, inhibit, or affect the ability of any of the entities listed on Schedule B of this agreement from operating their business affairs as each entity deems appropriate, including each such entity's right to sell, purchase, or alienate property, to transfer or pledge property, to incur or pay debt, to exercise stock options or warrants, to issue stock, to raise capital, to liquidate any assets, to enter into or change any contractual relationships, to make expenditures or incur any indebtedness, or to merge or in any way alter its business organization or form.

Initials

Initials

Include 8.4 if applicable.

8.4 *Other Temporary Orders during Dissolution*

If either party files a dissolution proceeding, the parties agree that during the pendency of the action neither party will request or seek to enforce any restraining order or injunction that could have the effect of inhibiting or prohibiting a party from making decisions concerning or disposing of [his or her/his/her] separate property. Further, neither party will have the right to the temporary use or possession of any separate property owned solely by the other party, either real or personal. Nothing in this section 8.4 affects the ability of either party to request or seek to enforce any order for the benefit of a child of both parties.

Include 8.5 if applicable.

8.5 *Gift Tax Consequences*

Each party retains the right to make gifts of [his or her/his/her] separate property without regard to blood or other relationship of the donee. Conditional on any such gift being made from the separate property of a party, the party making the gift may deem the other party as the donor of one-half of the gift for federal tax purposes, if allowable under the relevant law, but without personal liability to the deemed donor. If the deemed donor is held responsible for the payment of federal gift tax, the actual donor must indemnify and hold harmless the deemed donor and [his or her/his/her] property from the liability and must reimburse the deemed donor the amount of the tax, including all penalties and interest, if any, within ten days after the deemed donor has paid any such taxes, penalties, or interest. Notwithstanding any of the provisions set forth in this section 8.5 to the contrary, the parties agree that any gift in excess of the annual gift tax exclusion that would be applied to either party's unified lifetime credit must be consented to in writing by the parties before the making of the gift.

Initials

Initials

Article 9

Jointly Owned Property

9.1 Jointly Owned Property

Following the date of this agreement, the parties may from time to time by mutual agreement have the opportunity to acquire jointly owned separate property but not own any community property. If the parties jointly acquire assets following the execution of this agreement, they will each own an undivided interest in the jointly acquired assets as their respective sole and separate property in an amount equal to the percentage of their respective contributions toward the purchase of the assets. If the parties jointly acquire assets, and to the extent legal title to any or all of the assets can be perfected in their joint names, such as title to an automobile, boat, or real property, they will obtain title in their joint names. However, even though title to an asset acquired by the parties is held in their joint names, the percentage of ownership of such an asset will be controlled by the provisions of this article, and the taking of title in their joint names may not be interpreted to mean that each party has an undivided 50 percent ownership interest in jointly acquired assets. If legal title cannot be obtained in the parties' joint names with respect to a jointly acquired asset, the parties agree to execute a memorandum stipulating that the asset was jointly acquired by the parties. Jointly acquired property may not be deemed to be community property but instead will constitute each party's separate property in proportion to that party's contribution to the purchase price; provided, however, that if there are no records verifying the amount of each party's contribution toward the purchase of an asset, each party will own an undivided 50 percent interest in the asset. If the evidence of title reflects both parties' names, the parties will own that property as joint tenants with right of survivorship.

Initials

Initials

Article 10

Future Credit Transactions

10.1 Credit Purchases

Any property purchased on credit is the separate property of the party in whose name the title is taken. If there is no evidence of title, the party to whom the credit was extended owns the property and is solely responsible for paying any purchase-money indebtedness with that party's separate funds. If title to the property is taken in both parties' names, then both parties are responsible for paying any purchase-money indebtedness with their respective separate funds.

Article 11

Reimbursement

11.1 No Reimbursement Claims

[Name of party A] waives the right to assert any claim for reimbursement that [he/she] might presently or in the future have on behalf of or against the community estate. **[Name of party A]** further waives the right to assert any claim for reimbursement that [he/she] might presently or in the future have against the separate estate of **[name of party B]**.

[Name of party B] waives the right to assert any claim for reimbursement that [she/he] might presently or in the future have on behalf of or against the community estate. **[Name of party B]** further waives the right to assert any claim for reimbursement that [she/he] might presently or in the future have against the separate estate of **[name of party A]**.

Initials

Initials

Article 12

Dissolution of Marriage by Divorce

12.1 Dissolution of Marriage by Divorce

If the parties' marriage is dissolved by divorce in a proceeding filed by either party, each party agrees to be bound by the provisions of this article. Neither party may assert or seek any right, title, interest, award, charge, or benefit from the separate property owned by the other party, as determined under this agreement, at the time of the divorce proceeding. Each party agrees to take in full settlement of [his or her/his/her] property rights only [his or her/his/her] property as apportioned under this agreement. All liabilities must similarly be apportioned in accordance with this agreement. To effect this provision, each party relinquishes and disclaims any rights that party may have to seek a division of the property other than in accordance with this agreement, and each party agrees to indemnify the other party for the value of any property that may be awarded by the court in excess of what would be apportioned under this agreement. This article is intended to bind any court only insofar as is legally permissible, but the parties intend to fully bind each other contractually to the provisions of this article and this agreement.

See form [63-3](#) for examples of other provisions that may be included in a separation agreement.

Article 13

Dissolution of Marriage by Death

13.1 Dissolution of Marriage by Death

See form [63-3](#) for examples of provisions that may be included in a separation agreement.

Initials

Initials

Article 14

Undisclosed Property

14.1 Undisclosed Property

All community property not listed in any schedule attached to this agreement is owned by the parties as equal cotenants with right of survivorship. Each party hereby grants, conveys, and assigns to the other party an undivided one-half interest in any such unlisted community property owned in the name of the granting party.

Article 15

Federal Income Tax

15.1 Taxes for Years Married

See form 63-3 for examples of provisions that may be included in a separation agreement.

15.2 Taxes in the Event of Divorce

In the event of a divorce, the parties agree to file separate tax returns for the year of divorce in accordance with the Internal Revenue Code. **[Name of party A]** agrees to timely pay and hold **[name of party B]** and [her/his] property harmless from any tax liability that is attributable to [his/her] income during that year. **[Name of party B]** agrees to timely pay and hold **[name of party A]** and [his/her] property harmless from any tax liability that is attributable to [her/his] income during that year. Each party is solely entitled to use as a credit against [his or her/his/her] own tax liability all prepayments made by [him or her/him/her] and all deductions, exemptions, and adjustments attributable to [his or her/his/her] income and expenses.

Initials

Initials

15.3 Tax Refunds

Income tax refunds that may be payable to either or both parties must be divided between the parties as follows: **[describe dispositions of refunds for years parties remain married and for year of divorce]**.

15.4 Dependency Exemption

Note: Internal Revenue Code section 152(e) provides that the custodial parent will be entitled to dependency exemptions for dependent children unless the custodial parent executes IRS form 8332 (form [24-30](#) in this manual). Form 8332 may be used to release the exemption for a single year, for a number of specified years, or for all future years. See the practice notes at section [23.46](#).

Select one of the following.

[[Name of party A]/[name of party B]] has the exclusive right to claim the dependency exemption under section 152(e) of the Internal Revenue Code for the child[ren], **[name[s]]**, for any year in which the parties file separate returns and, if the parties are divorced, for the year of divorce and all subsequent years.

Or

[[Name of party A]/[name of party B]] has the exclusive right to claim the dependency exemption under section 152(e) of the Internal Revenue Code for the child[ren], **[name[s]]**, for any year in which the parties file separate returns and, if the parties are divorced, for the year of divorce and all subsequent years in which all child-support payments required by this agreement are paid as required under this agreement. **[Name]** shall sign and deliver to **[name]** IRS Form 8332, "Release of Claim to Exemption for Child of Divorced or Separated Parents," within **[number]** business days of [the date of the entry of the divorce decree/its presentation annually by **[name]**].

Initials

Initials

15.5 Definitions

Terms used in this section are defined as follows: “Income” attributable to a party includes personal earnings, spousal support, and revenue from separate property and the increase and mutations thereof. “Tax liability” includes all penalties and interest related to the tax in question and includes all accounting, legal, and other expenses in connection with the determination or redetermination of the tax, penalty, or interest. “Prepayments” includes all taxes withheld from wages during, and all estimated tax payments made for, the calendar year in question. Any divorce will be regarded as granted when the divorce decree is signed by the court.

Article 16

Arbitration

16.1 Arbitration

The provisions for binding arbitration must be in accordance with Texas arbitration law, including but not limited to sections 6.601 and 153.0071 of the Texas Family Code.

The parties agree to submit to binding arbitration any dispute or controversy regarding the validity, interpretation, or enforceability of this agreement, as well as all issues involving its enforcement in connection with a dissolution proceeding between the parties. Each party expressly waives any right to trial by a court or trial by a jury. If a dissolution proceeding or declaratory judgment proceeding is filed in Texas, the arbitrator appointed under this agreement will simultaneously be designated as special master under the Texas Rules of Civil Procedure, and the parties agree to jointly apply to the court for any orders that are necessary to vest the arbitrator with all powers and authority of a special master under the rules.

Initials

Initials

The parties agree to appoint one arbitrator, whose decisions will be binding in all respects. Any arbitrator appointed by the parties must be an attorney who has undergone arbitration training conducted by the American Bar Association or the American Academy of Matrimonial Lawyers and is in good standing with the State Bar of Texas. **[Include if applicable:** The arbitrator must also be board certified in family law by the Texas Board of Legal Specialization.] The first party requesting arbitration must designate the name of an arbitrator in the request. The other party must then designate the name of an arbitrator. If the parties cannot agree on an arbitrator within fourteen days after either party's written request for arbitration, the two designees must select a qualified arbitrator, who will be designated the sole arbitrator of the dispute. If the parties cannot agree on the ground rules and procedures to be followed during the arbitration proceedings, the arbitrator shall have the sole authority to establish the ground rules and procedures to be followed during the arbitration proceeding. The parties agree to attend the arbitration on the date and at the time and place set by the arbitrator. The cost of arbitration must be borne as the arbitrator directs. The award of the arbitrator will be binding and conclusive on the parties, and a judgment setting forth the arbitration award may be entered in any court of competent jurisdiction.

Article 17

General Provisions

17.1 Effective Date

This agreement takes effect when it is executed by both parties and will remain in effect during the remainder of the parties' marriage and thereafter, until it is fully performed, amended, or revoked, even when the parties' marriage is dissolved by death or otherwise.

Initials

Initials

17.2 Execution of Documents

Each party agrees to cooperate fully with the other in performing all acts and in executing, acknowledging, and delivering all instruments and documents required to accomplish the intent of this agreement, including but not limited to deeds, assignments, and promissory notes. Each party agrees to execute all documents required to accomplish the intent of this agreement within fourteen days after the documents are presented to the party for execution.

17.3 Incorporation of Schedules

All schedules and other instruments referred to in this agreement are incorporated into this agreement as completely as if they were copied verbatim in the body of it.

17.4 Presumption of Separate Property

Any property held in [**name of party A**]'s individual name is presumed to be the separate property of [**name of party A**]. Any property held in [**name of party B**]'s individual name is presumed to be the separate property of [**name of party B**]. Any property or liability inadvertently omitted from the schedules attached to this agreement is the separate property or liability of the party to whom it belongs or by whom it was incurred.

17.5 Enforceability

This agreement may be enforced by suit in law or equity by either of the parties or by their heirs, executors, attorneys, or assigns. Each party agrees that, by signing this agreement and accepting any benefit whatsoever under it, [he or she/he/she] is estopped and barred from making any claim of any kind at any time to any separate property or the separate estate of the other party or any property described in this agreement as being the separate property of the other party. Each party waives [his or her/his/her] right to make claims to any separate prop-

Initials

Initials

erty of the other party or to any property designated as belonging to the separate estate of the other party, whether the property is acquired before or after this agreement is signed.

17.6 Successors

This agreement binds and inures to the benefit of the parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

17.7 Amendment or Modification

This agreement may be waived, abandoned, modified, amended, discharged, or terminated only by a written instrument signed by both parties that specifically identifies the waiver, abandonment, modification, amendment, discharge, or termination.

17.8 Attorney's Fees and Expenses for Enforcement

If either party brings an action or other proceeding to enforce this agreement or to enforce any judgment, decree, or order made by a court in connection with this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and other necessary costs from the other party. If either party files a declaratory judgment proceeding to determine the enforceability of this agreement, neither party will be entitled to an award of attorney's fees unless a party successfully challenges the validity of this agreement, in which event the court will be authorized to award attorney's fees. If either party seeks to invalidate some or all of this agreement or seeks to recover property in a manner at variance with this agreement, the successful party will be entitled to recover reasonable attorney's fees and other necessary costs from the other party.

Initials

Initials

17.9 Exclusive Remedy for Nonmonetary Breach

Except as expressly provided otherwise in this agreement, the exclusive judicial remedy of either party against the other for failure to perform any nonmonetary duty or obligation under any provision of this agreement is judicial enforcement by judgment for specific performance or mandatory injunction and writ of execution to compel performance, plus reasonable attorney's fees. Neither party is entitled to recover any damages, actual or consequential, for any nonmonetary breach. No failure of either party to perform any nonmonetary duty or obligation under this agreement diminishes or impairs the full effectiveness of its provisions.

17.10 Waiver of Breach or Term

The waiver of any breach of any provision of this agreement does not waive any other breach of that or any other provision. Waiver of any term of this agreement may be accomplished only concerning future performance and only by a written instrument signed by both parties expressly stating the provisions waived.

17.11 Partial Invalidity

If any provision of this agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable.

17.12 Assignment Prohibited

This agreement is personal to the parties, and neither party may assign or delegate any of [his or her/his/her] rights or obligations under it.

Initials

Initials

17.13 Entire Agreement

This instrument contains the parties' entire agreement on the subject it purports to cover. This agreement replaces any earlier agreements or understandings, whether written or oral, and there are no contemporaneous written or oral agreements that are not fully expressed in it.

17.14 Titles and Captions

Article headings, titles, and captions contained in this agreement are merely for reference and do not define, limit, extend, or describe the scope of this agreement or any provision.

17.15 No Construction against Draftsman

No provision of this agreement may be interpreted for or against any party because the party or the party's legal representative drafted the provision.

17.16 Representation

The attorney representing [**name of party A**] is [**name**]. The attorney representing [**name of party B**] is [**name**]. [**Name of party A**] has not received any legal, financial, or other kind of advice from [**name of party B**] or from [her/his] attorney, [**name**], in connection with the advisability or nonadvisability of entering into this agreement. [**Name of party B**] has not received any legal, financial, or other kind of advice from [**name of party A**] or from [his/her] attorney, [**name**], in connection with the advisability or nonadvisability of entering into this agreement. [**Name of party A**] is relying on [his/her] own judgment and the advice of [his/her] attorney in entering into this agreement. [**Name of party B**] is relying on [her/his] own judgment and the advice of [her/his] attorney in entering into this agreement.

Initials

Initials

Or

[[**Name of party A**]/[**name of party B**]] acknowledges that [he/she] has had the opportunity to retain independent counsel to represent [him/her] in connection with this agreement and that [he/she] has been encouraged by [[**name of party B**]/[**name of party A**]] and others to obtain an attorney of [his/her] choice to represent [him/her], but that [he/she] has specifically declined to do so and is relying on [his/her] own judgment in entering into this agreement. Notwithstanding the fact that [[**name of party A**]/[**name of party B**]] has represented [himself/herself] in this matter, [[**name of party A**]/[**name of party B**]] reaffirms the warranties made by [him/her] in this agreement and further represents and warrants that [he/she] has the requisite knowledge, skill, and training to fully understand the consequences of [his/her] execution of this agreement. Finally, [[**name of party A**]/[**name of party B**]] represents and warrants that [he/she] has not received any legal, financial, or other kind of advice from [[**name of party B**]/[**name of party A**]] or [name] or any other attorney with the law firm of [name] in connection with the advisability or nonadvisability of entering into this agreement.

17.17 Nondisqualification

If any dispute arises out of this agreement, whether by arbitration or litigation, each party waives any claim of disqualification against representation of the other party by the attorneys who participated in negotiating and drafting this agreement.

17.18 Place of Performance; Governing Law; Application

All rights, duties, and obligations under this agreement are payable and enforceable in [county] County, Texas.

Texas law in effect as of the date this agreement is signed governs the construction, interpretation, and enforcement of this agreement to the maximum extent permitted by law.

Initials

Initials

The parties expressly intend and agree that this agreement applies to and governs all real and personal property, wherever situated, owned by either party at the time this agreement is signed or acquired by either party thereafter, regardless of any change of domicile of the parties or the location of the real estate. If one or both of the parties ever becomes domiciled in a jurisdiction other than Texas, the status of all property thereafter acquired by that party must be controlled to the maximum extent by the terms of this agreement interpreted under Texas law in effect when this agreement is signed. The desire of the parties that each preserve [his or her/his/her] separate property or separate estate under Texas law and keep it free from the claims of the other party corresponds to their desire that each party should have and hold the property free from the claims of the other party under the laws of all other jurisdictions, even if the other jurisdictions do not recognize community property but instead speak of “marital property” and “nonmarital property” or like terms. For any property of either party whose ownership is not controlled by the marital property laws of Texas, when this agreement speaks of property as being the separate property of a party, reference is made to property acquired in such a manner that it would meet the definition of separate property under the Texas Constitution or the Texas Family Code, as amended.

Include 17.19 if applicable.

17.19 Suits Affecting the Parent-Child Relationship

Nothing in this agreement affects either party’s rights in any suit affecting the parent-child relationship.

17.20 Multiple Originals

This agreement is executed in multiple originals. This agreement is signed after the execution of the Waiver of Disclosure of Financial Information.

Initials

Initials

Article 18

Representations and Warranties

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT [HE OR SHE/HE/SHE] IS PERMANENTLY SURRENDERING RIGHTS AND CLAIMS [HE OR SHE/HE/SHE] WOULD OTHERWISE HAVE UNDER TEXAS LAW AND UNDER THE LAW OF OTHER JURISDICTIONS.

18.1 Representations and Warranties of [name of party A]

My name is [name of party A]. I represent and warrant that:

1. I have carefully read each and every page of this agreement [include if applicable: and all schedules attached or referred to, in their entirety].

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.

3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [include if applicable: AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].

4. I have given careful and mature thought to the making of this agreement.

5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.

Initials

Initials

6. I have investigated the property and financial obligations of **[name of party B]** sufficiently to satisfy any questions I have in that regard, and I expressly waive any right to disclosure of the property and financial obligations of **[name of party B]** beyond the disclosures provided.

7. I am not relying on any fiduciary obligations owed by one party to the other or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by **[name of party B]** or anyone acting on [her/his] behalf.

8. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any separate property or the separate estate of **[name of party B]**, except as expressly provided for in this agreement.

9. I fully understand that by executing this agreement I may be adversely affecting my inheritance rights and property **[include if applicable: and that I am permanently surrendering rights to income and property I would otherwise have under Texas law]**.

10. I am executing this agreement with intent to be bound fully by all its terms.

[Name of party A]

18.2 Representations and Warranties of [name of party B]

My name is **[name of party B]**. I represent and warrant that:

1. I have carefully read each and every page of this agreement **[include if applicable: and all schedules attached or referred to, in their entirety]**.

Initials

Initials

Include item 2. if applicable.

2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.
3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY [**include if applicable:** AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL].
4. I have given careful and mature thought to the making of this agreement.
5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.
6. I have investigated the property and financial obligations of [**name of party A**] sufficiently to satisfy any questions I have in that regard, and I expressly waive any right to disclosure of the property and financial obligations of [**name of party A**] beyond the disclosures provided.
7. I am not relying on any fiduciary obligations owed by one party to the other or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by [**name of party A**] or anyone acting on [his/her] behalf.
8. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any separate property or the separate estate of [**name of party A**], except as expressly provided for in this agreement.

Initials

Initials

9. I fully understand that by executing this agreement I may be adversely affecting my inheritance rights and property [**include if applicable:** and that I am permanently surrendering rights to income and property I would otherwise have under Texas law].

10. I am executing this agreement with intent to be bound fully by all its terms.

[Name of party B]

EXECUTED in multiple originals on the dates and at the times of the acknowledgments shown below.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on _____ by [name of party A].

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me at _____.M. on _____ by [name of party B].

Initials

Initials

Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Attach appropriate schedules. The schedules should be signed by the parties. See examples in form [63-3](#).

Initials

Initials

Form 63-10

This form is to be used in conjunction with the Agreement to Convert Separate Property to Community Property, form 63-8 in this manual.

Community Interest Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

The Property has been converted from separate property to community property pursuant to an Agreement to Convert Separate Property to Community Property dated of even date herewith.

Date:

Grantor: **[Name of party A]**

Grantor's Mailing Address: **[include county]**

Grantee: **[Name of party A]** and **[name of party B]**, a married couple

Grantee's Mailing Address: **[include county]**

Consideration: None

Property (including any improvements): **[property description]**

Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

THIS INSTRUMENT CHANGES SEPARATE PROPERTY TO COMMUNITY PROPERTY. THIS MAY HAVE ADVERSE CONSEQUENCES DURING MARRIAGE AND ON TERMINATION OF THE MARRIAGE BY DEATH OR DIVORCE. FOR EXAMPLE:

EXPOSURE TO CREDITORS. IF YOU SIGN THIS AGREEMENT, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME SUBJECT TO THE LIABILITIES OF YOUR SPOUSE. IF YOU DO NOT SIGN THIS AGREEMENT, YOUR SEPARATE PROPERTY IS GENERALLY NOT SUBJECT TO THE LIABILITIES OF YOUR SPOUSE UNLESS YOU ARE PERSONALLY LIABLE UNDER ANOTHER RULE OF LAW.

LOSS OF MANAGEMENT RIGHTS. IF YOU SIGN THIS AGREEMENT, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME SUBJECT TO EITHER THE JOINT MANAGEMENT, CONTROL, AND DISPOSITION OF YOU AND YOUR SPOUSE OR THE SOLE MANAGEMENT, CONTROL, AND DISPOSITION OF YOUR SPOUSE ALONE. IN THAT EVENT, YOU WILL LOSE YOUR MANAGEMENT RIGHTS OVER THE PROPERTY. IF YOU DO NOT SIGN THIS AGREEMENT, YOU WILL GENERALLY RETAIN THOSE RIGHTS.

LOSS OF PROPERTY OWNERSHIP. IF YOU SIGN THIS AGREEMENT AND YOUR MARRIAGE IS SUBSEQUENTLY TERMINATED BY THE DEATH OF EITHER SPOUSE OR BY DIVORCE, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME THE SOLE PROPERTY OF YOUR SPOUSE OR YOUR SPOUSE'S HEIRS. IF YOU DO NOT SIGN THIS AGREEMENT, YOU GENERALLY CANNOT BE DEPRIVED OF OWNERSHIP OF YOUR SEPARATE PROPERTY ON TERMINATION OF YOUR MARRIAGE, WHETHER BY DEATH OR DIVORCE.

Grantor, for the consideration, grants, gives, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, with the intent that the property be converted to community property, to have and to hold it to

Grantee and Grantee's heirs, executors, administrators, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

[Name of party A]

[Name of party B]

*This instrument was prepared based on
information furnished by the parties, and
no independent title search has been made.*

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of party A].

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on _____ by
[name of party B].

Notary Public, State of Texas

Chapter 64
Retrieval of Personal Property

Form 64-1	Application for Writ Authorizing Entry and Property Retrieval	1017
Form 64-2	Order for Issuance of Temporary Ex Parte Writ Authorizing Entry and Property Retrieval.	1020
Form 64-3	Order for Issuance of Writ Authorizing Entry and Property Retrieval	1023
Form 64-4	[Temporary Ex Parte] Writ Authorizing Entry and Property Retrieval.	1026

Form 64-1

If the applicant and the current occupant are parties to a pending suit under title 1 of the Texas Family Code, the application is filed in the court in which the suit is pending. If the applicant's right to possession of the property is subject to a decree of divorce or annulment to which the applicant and the current occupant are parties, the application is filed in the court having jurisdiction of the divorce or annulment. [Tex. Prop. Code § 24A.002\(a-1\)](#).

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

[Caption. See § 3 of the Introduction in volume 1 of this manual.]

Application for Writ Authorizing Entry and Property Retrieval

Applicant, **[name]**, requests a writ authorizing Applicant to enter the residence at **[address, city]**, Texas, accompanied by a peace officer, and retrieve the items of personal property described below.

1. Applicant certifies that Applicant is unable to enter the residence because the current occupant of the residence, **[name of current occupant]**, has denied Applicant access to the residence **[include if applicable: and poses a clear and present danger of family violence to [Applicant/[and]/[name], Applicant's dependent]**.

2. Applicant certifies that, to the best of Applicant's knowledge, Applicant is not the subject of an active protective order under title 4 of the Texas Family Code, a magistrate's order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure, or another court order prohibiting entry to the residence and is not otherwise prohibited by law from entering the residence.

3. Applicant certifies that, to the best of Applicant's knowledge, Applicant and **[name of current occupant]** are parties to a suit under title 1 of the Texas Family Code that is pending in this Court.

Or

3. Applicant certifies that, to the best of Applicant's knowledge, Applicant's right to possession of the items of personal property is subject to a decree of **[divorce/annulment]**, issued by this Court, to which Applicant and **[name of current occupant]** are parties.

4. **[Applicant/[name], Applicant's dependent,/Applicant and [name], Applicant's dependent,]** require[s] personal items located in the residence that are only of the following types: **[include as applicable:** medical records; medicine and medical supplies; clothing; child-care items; legal or financial documents; checks or bank or credit cards in Applicant's name; employment records; personal identification documents; copies of electronic records containing legal or financial documents; assistance animals or service animals, as defined by section 121.002 of the Texas Human Resources Code, used by **[Applicant/[name of dependent]/Applicant and [name of dependent]]**; wireless communication devices, as defined by section 545.425(a) of the Texas Transportation Code, of **[Applicant/[name of dependent]/Applicant and [name of dependent]]**; tools, equipment, books, and apparatus used by Applicant in Applicant's trade or profession].

5. The items of property that Applicant intends to retrieve are described as follows: **[specifically describe the items]**.

6. **[Applicant/[name of dependent]/Applicant and [name of dependent]]** will suffer **[include if seeking a temporary ex parte order: immediate and irreparable]** personal harm if the items of property are not retrieved promptly.

7. [A lease/[**describe other documentary evidence**]] showing that Applicant [is currently/was formerly] authorized to occupy the residence is attached as Exhibit [**exhibit number/letter**].

8. Applicant prays that the Court immediately issue its writ authorizing Applicant to enter the residence and retrieve the property as requested above and that a peace officer be directed to accompany Applicant in doing so.

Petitioner further requests that Respondent be ordered to pay all costs of court.

Applicant prays for recovery of all relief requested and for all general relief to which this Court may deem Applicant entitled.

[**Name**]

Attorney for Applicant

State Bar No.:

[**E-mail address**]

[**Address**]

[**Telephone**]

[**Fax**]

Attach lease or other document showing the applicant's current or former authorization to occupy the residence.

Form 64-2

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**Order for Issuance of Temporary Ex Parte Writ Authorizing Entry
and Property Retrieval**

On [date] the application of [name], Applicant, requesting authorization to enter the residence at [address, city], Texas, accompanied by a peace officer, and retrieve certain items of personal property was presented to the Court. The Court finds that Applicant is unable to enter the residence because [name of current occupant] has denied Applicant access to the residence to retrieve Applicant's personal property and that [name of current occupant] poses a clear and present danger of family violence to [Applicant/[and]/[name], Applicant's dependent].

The Court further finds that

Select one of the following.

Applicant and [name of current occupant] are parties to a suit under title 1 of the Texas Family Code that is pending in this Court.

Or

Applicant's right to possession of the items of personal property is subject to a decree of [divorce/annulment], issued by this Court, to which Applicant and [name of current occupant] are parties.

Continue with the following.

The Court further finds that Applicant is not the subject of an active protective order under title 4 of the Texas Family Code, a magistrate's order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure, or another court order prohibiting entry to the residence and is not otherwise prohibited by law from entering the residence.

The Court further finds that Applicant [is currently/was formerly] authorized to occupy the residence, according to documentary evidence submitted to the Court.

The Court further finds that there is a risk of personal harm to [Applicant/[and]/[**name**], Applicant's dependent,] if the property listed in the application is not retrieved promptly and that such personal harm will be immediate and irreparable if the application is not granted.

The Court waives the requirement of a bond.

IT IS THEREFORE ORDERED that the clerk of this Court immediately issue a writ, effective for [**specify period not to exceed five days**], authorizing Applicant, [**name of applicant**], to enter the residence at [**address, city**], Texas, accompanied by a peace officer, and retrieve the following items of personal property: [**list specific items described in application**].

IT IS FURTHER ORDERED that the [chief of police of the municipality of [**municipality**]/sheriff of [**county**] County/constable of Precinct [**designation**] of [**county**] County], Texas, is ORDERED to provide a law enforcement officer from [his/her] department to accompany Applicant, [**name of applicant**], to the residence at [**address, city**], Texas and assist Applicant in making the authorized entry and retrieving the specified property; to provide [**name of current occupant**], if present at the time of entry, a copy of the writ; to create an inventory listing the items Applicant retrieves for removal from the residence; to provide a copy of the inventory to Applicant; to provide a copy of the inventory to [**name of current occupant**], if present, or leave the copy in a conspicuous place in the residence; to return the property to Applicant; and to file the original inventory with this Court.

SIGNED on _____.

JUDGE PRESIDING

Form 64-3

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**Order for Issuance of Writ Authorizing Entry and Property
Retrieval**

On **[date]** a hearing was held in this Court on an application requesting a writ authorizing Applicant, **[name]**, to enter the residence at **[address, city]**, Texas, accompanied by a peace officer, and retrieve certain items of personal property.

Applicant appeared in person **[include if applicable: and by attorney of record, [name]]**.

The current occupant of the residence, **[name of current occupant]**,

Select one of the following.

appeared in person **[include if applicable: and by attorney of record, [name]]**.

Or

did not appear, although given notice as required by law.

Continue with the following.

The Court finds that Applicant is unable to enter the residence because **[name of current occupant]** has denied Applicant access to the residence to retrieve Applicant's personal property.

The Court further finds that

Select one of the following.

Applicant and **[name of current occupant]** are parties to a suit under title 1 of the Texas Family Code that is pending in this Court.

Or

Applicant's right to possession of the items of personal property is subject to a decree of [divorce/annulment], issued by this Court, to which Applicant and **[name of current occupant]** are parties.

Continue with the following.

The Court further finds that Applicant is not the subject of an active protective order under title 4 of the Texas Family Code, a magistrate's order for emergency protection under article 17.292 of the Texas Code of Criminal Procedure, or another court order prohibiting entry to the residence and is not otherwise prohibited by law from entering the residence.

The Court further finds that Applicant [is currently/was formerly] authorized to occupy the residence, according to documentary evidence submitted to the Court, and that there is a risk of personal harm to [Applicant/[and]/**[name]**, Applicant's dependent,] if the property listed in the application is not retrieved promptly.

Applicant is ORDERED to post with the clerk of this Court a bond payable to **[name of current resident]** in the amount of **[number]** dollars (\$**[amount]**) conditioned on Applicant's paying all damages and costs adjudged against Applicant for wrongful property retrieval.

IT IS THEREFORE ORDERED that, upon filing of the bond in the amount specified above, the clerk of this Court immediately issue a writ authorizing Applicant, **[name of applicant]**, to enter the residence at **[address, city]**, Texas, accompanied by a peace officer, and retrieve the following items of personal property: **[list specific items described in application]**.

IT IS FURTHER ORDERED that the [chief of police of the municipality of **[municipality]**]/sheriff of **[county]** County/constable of Precinct **[designation]** of **[county]** County],

Texas, is ORDERED to provide a law enforcement officer from [his/her] department to accompany Applicant, [**name of applicant**], to the residence at [**address, city**], Texas and assist Applicant in making the authorized entry and retrieving the specified property; to provide [**name of current occupant**], if present at the time of entry, a copy of the writ; to create an inventory listing the items Applicant retrieves for removal from the residence; to provide a copy of the inventory to Applicant; to provide a copy of the inventory to [**name of current occupant**], if present, or leave the copy in a conspicuous place in the residence; to return the property to Applicant; and to file the original inventory with this Court.

SIGNED on _____.

JUDGE PRESIDING

Form 64-4

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

See § 6 of the Introduction in volume 1 of this manual concerning protection of sensitive data in filed documents.

**[Temporary Ex Parte] Writ Authorizing Entry and Property
Retrieval**

STATE OF TEXAS)

TO THE [SHERIFF/CHIEF OF POLICE/CONSTABLE] OF [jurisdiction], TEXAS:

On [date] the Court signed its order in Cause No. [number], styled “[style of case],” ordering the issuance of this [Temporary Ex Parte] Writ Authorizing Entry and Property Retrieval. A certified copy of the order is attached to this writ.

The order authorizes [name of applicant], Applicant, accompanied by a peace officer, to enter the residence at [address, city], Texas to retrieve personal property described in the order.

You are ORDERED to provide a law enforcement officer from your department in accordance with section [24A.002/24A.0021] of the Texas Property Code—

1. to accompany Applicant to the residence covered by the order and assist Applicant in making the authorized entry and retrieving the specified property;
2. to provide [name of current occupant], if present at the time of entry, a copy of the writ;
3. to create an inventory listing the items Applicant retrieves for removal from the residence;

4. to provide a copy of the inventory to Applicant;
5. to provide a copy of the inventory to [name of current occupant], if present, or leave the copy in a conspicuous place in the residence;
6. to return the property to Applicant; and
7. to file the original inventory with this Court.

Include the following for temporary
ex parte writ.

This writ expires on [date].

Continue with the following.

ISSUED ON _____.

Clerk of the [designation] Court of [county]
County, Texas

By: _____
Deputy

Officer's Return

I received this writ on _____ at _____ .M. and executed it
on _____ at _____ .M. by _____.

I actually and necessarily traveled _____ miles in executing this writ, and my
fees are \$ _____.

This original returned on _____.

[Title of officer] of [jurisdiction], Texas

By: _____

Subject Index to Forms

[All references in this subject index are to form numbers.]

A

Abatement, plea in, 3-15

Abortion, judicial approval, 14-1

Access and visitation, long-distance provisions for, 56-15

Access to child. *See also* Possession of and access to child

original petition for sibling, 44-5

order granting, 44-6

petition to modify for sibling, 44-7

order on, 44-8

Additional cause of action vs. spouse

assault/intentional infliction of emotional distress, 3-31

breach of fiduciary duty, 3-32

conversion, 3-32

fraud, 3-32

interference with business relations, 3-35

invasion of privacy, 3-34

transmitting sexual disease, 3-33

wrongful interference with existing contract, 3-36

Additional cause of action vs. spouse/third party

civil conspiracy, 3-45

interference with custody, 3-37

Additional cause of action vs. third party

alter ego corporation, 3-39

covenant, 3-40

fraudulent obligation, 3-43

fraudulent transfer, 3-42

paternity, 3-38

trustee, 3-44

Additional causes of action, defenses to, 3-46

Address

attorney's certificate of respondent's last known, 23-5

change of (IRS), 24-31

form for protective order, 17-20

notice of party's current, 2-15

Admissions

motion to determine sufficiency of answers, 5-65

order on, 5-66

motion to withdraw or amend, 5-63

order on, 5-64

request for, 5-61

response to, 5-62

Adoption of adult

consent by adult to be adopted, 60-2

final order, 60-6

motion to waive attendance

by adoptee, 60-4

by petitioners, 60-3

order waiving attendance, 60-5

petition, 60-1

Adoption of child

acknowledgment of receipt of documents by birth parent, 53-6

affidavit concerning interstate compact, 53-25

appointment of evaluator to perform adoption

evaluation, 53-31

certificate of, 53-28

consent by child, 53-19

foreign

order recognizing, 55-12

petition to register, 55-11

health, social, educational, and genetic history report, 53-22

information cover sheet, 53-24

interstate compact placement request, 53-26

interstate compact placement status report, 53-27

letter to obtain criminal history record information, 53-21

medical history report, 53-23

information cover sheet, 53-24

motion to dismiss (revocation of statement to confer standing), 53-32

order

of dismissal (revocation of statement to confer standing), 53-33

granting, 51-2

to stepparent, with termination, 52-2

to petitioners to obtain criminal history record information, 53-20

request for certified copy of, 53-30

petition for, 51-1

with termination, by stepparent, 52-1

report of, 53-28

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Affidavit

of attempted personal service, 8-19
 for business records, 5-30
 letter to nonparty requesting, 5-95
 notice of filing, 5-96
 for citation by publication, 3-2, 40-2, 41-2, 53-11
 concerning cost and necessity of services, 6-53
 concerning interstate compact, 53-25
 controverting motion to transfer, 42-2
 of due diligence in termination, 53-17
 for ex parte eviction, 3-2
 for extraordinary relief, 3-2, 40-2, 41-2
 homestead, as release of child support lien, 33-37
 affidavit contradicting, 33-38
 military service, regarding, 19-23
 for modification of parent-child relationship within
 one year, 41-2
 nonmilitary, 19-23
 petitioner's supporting
 divorce, 3-2
 modification of parent-child relationship, 41-2
 suit affecting parent-child relationship, 40-2
 to prove up agreed final decree of divorce, 23-10
 of relinquishment of parental rights
 father's (to agency), 53-5
 father's (nonagency), 53-3
 mother's (to agency), 53-4
 mother's (nonagency), 53-2
 revocation of, 53-7
 revocation of, 53-7
 in support of
 citation by publication, by birth mother, 53-12
 method of alternative service, 8-20
 motion for other substituted service, 8-23
 nondisclosure of information (UIFSA), 43-15
 possession or access by grandparent, 44-3
 for UCCJEA information, 56-1
 unsworn declaration in lieu of, jurats for, 8-27
 of waiver of interest in child, 53-1
 revocation of, 53-7

Agreements

arbitrator's fees and disbursements, 18-37
 authorization, for adult caregiver, 46-1
 collaborative law participation, 15-3
 amendment of, 15-13
 collateral pledge, 24-20
 consulting expert's, in collaborative law proceeding,
 15-4
 to convert separate property to community property,
 63-8
 family law arbitration, 18-38
 gestational. *See gestational agreements*

inadvertent, letter to client regarding, 2-18
 incident to divorce, 23-6
 for initial consultation, 2-1
 legal services, 2-2
 neutral allied professional's, in collaborative law
 proceeding, 15-5
 nonmarital cohabitation, 63-1
 operating trust, for jointly owned property after
 divorce, 24-19
 partition or exchange
 basic, 63-6
 complex, 63-7
 premarital, 63-3
 property agreement between spouses, 63-4
 security, 24-23
 with collateral pledge and appointment of escrow
 agent, 24-20
 separation, 63-9
 settlement
 collaborative law, 15-12
 informal, 18-51, 18-52
 mediated, 18-17, 18-18

Alimony contract, original petition for breach of, 61-2**Alter ego corporation, additional cause of action, 3-39****Alternative dispute resolution. *See also* Arbitration; Mediation**

protective order for proceeding, 18-2
 motion for, 18-1

Amicus attorney

appointment of, 53-10
 for child[ren], 13-6
 for minor, 61-11
 motion for, 13-5
 order appointing, for child in parentage suit, 54-6
 original answer by, in suit affecting parent-child
 relationship, 13-9

Annulment

decree of, 62-5
 parent's petition to annul underage marriage, 62-1
 petition, 62-2
 report of, *see in* 56-18
 respondent's original answer, 62-4
 waiver of service and appearance, 62-3

Answer

by attorney ad litem for respondent cited by
 publication or substituted service, 13-2, 53-15
 by guardian or attorney ad litem or amicus attorney
 in suit affecting parent-child relationship, 13-9

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

to motion for enforcement
 of child support order, 33-5
 of possession or access, 34-5
 of protective order, 17-17
 to petition for enforcement
 of property division, 31-6
 of spousal maintenance, 32-2
 respondent's
 annulment, 62-4
 divorce, 3-16
 modification of parent-child relationship, 41-4
 based on military service of conservator, 45-2
 suit to declare marriage void, 62-7

Answers to interrogatories, 5-42

Appeal

notice of, 26-26
 temporary orders pending, motion for, 26-7
 order on, 26-8

Appearance

bond, 35-15
 of co-counsel, 3-11
 waiver of, 3-13, 45-3, 54-22, 62-3

Application

for birth record, by mail, 53-34
 for copy of driver's license information, 6-4
 to enjoin further proceedings in subsequent suit, 3-7
 for hardship driver's license, 61-8
 for new birth certificate, 54-10
 for protective order, 17-1
 for Social Security number, 6-2
 for Texas certificate of title, 24-2
 for writ authorizing entry and property retrieval, 64-1

Appointment

of amicus attorney, 13-8, 53-10
 for child in parentage suit, 54-6
 for minor, 61-11
 motion for, 13-5
 of attorney ad litem, 53-10
 for child[ren], 13-6
 for child in parentage suit, 54-6
 after citation by publication, 53-14
 after citation by publication or substituted service,
 13-1
 for incapacitated person, 13-4
 for minor, 61-11
 motion for, 13-5
 of auditor, motion for, 8-41
 order on, 8-42
 of escrow agent, *see in* 24-20
 of evaluator
 to perform adoption evaluation, 53-31

to perform child custody evaluation, 56-24
 of guardian ad litem, 13-7, 53-10
 for child in parentage suit, 54-6
 motion for, 13-5
 of master in chancery, motion for, 8-36
 order of reference on, 8-37
 of parenting coordinator, motion for, 16-11
 order appointing, 16-18
 of parenting facilitator, motion for, 16-11
 order appointing, 16-19
 of receiver for business, motion for, 8-45
 order on, 8-46
 of receiver for real property, motion for, 8-43
 order on, 8-44

Appraisal, inventory and, 7-1

instructions to client for preparing worksheet, 7-2

Arbitration

arbitrator's fees and disbursements agreement, 18-37
 arbitrator's initial letter, 18-36
 checklist for arbitrator and attorneys, 18-40
 decision and award, 18-41
 family law, agreement, 18-38
 family law, rules, 18-39
 order concerning court-appointed arbitrator, 18-43
 petition/motion to compel, 18-31
 order on, 18-33
 response to, 18-32
 petition/motion to vacate award, 18-44
 referral to
 agreed order for, 18-35
 joint motion for, 18-34
 report to court of results, 18-42

Armed Forces Survivor Benefit Plan, letter requesting former spouse beneficiary designation, 25-34

Assault, additional cause of action, 3-31

Assigned judge, objection to, 8-14

Assignment

of escrow funds, letter to mortgage company, 24-14
 of interest, 24-16
 in individual retirement account, 25-41
 of utility deposits, 24-15

Associate judge. *See* Judge

Attachment of child

order for issuance of writ of, 36-2
 request for writ of, 36-1
 writ of, 36-3

Attendance

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

motion to waive

by adult to be adopted, 60-4

by petitioners in adoption of adult, 60-3

order waiving in adult adoption, 60-5

Attorney. See also Counsel

agreement

for employment, 2-2

for initial consultation, 2-1

in charge, designation of, 8-1

entry of appearance of, 8-1

motion to disqualify, 8-7

order on, 8-8

motion to show authority of, 8-9

power of, to transfer motor vehicle, 24-1

Attorney ad litem

appointment of, 53-10

for child[ren], 13-6

after citation by publication, 53-14

after citation by publication or substituted service,
13-1

for incapacitated person, 13-4

for minor, 61-11

expense report of, 13-12

motion for appointment of, 13-5

order appointing, for child in parentage suit, 54-6

original answer by, in suit affecting parent-child
relationship, 13-9

for respondent cited by publication, answer of, 53-15

for respondent cited by publication or substituted
service, answer of, 13-2

Attorney's fees

order to withhold income for, 33-23

petition in intervention for, 20-1

prove-up, 20-2

Auditor, motion for appointment of, 8-41

order on, 8-42

Aunt/uncle, intervention for conservatorship, 44-1

Authority, motion to show, 8-9

Authorization agreement for adult caregiver, 46-1

motion/petition for order approving execution of,
46-2

motion/petition to void, 46-5

order on, 46-6

order granting approval to execute, 46-3

revocation of, 46-4

**Authorization to release records. See Records
authorization**

Authorization, temporary, for care of child

order for, 46-12

petition for, 46-11

renewal of

motion for, 46-13

order for, 46-14

termination of

motion for, 46-15

order for, 46-16

**Authorization, temporary, to consent to voluntary
inpatient mental health services for child**

order for, 46-22

petition for, 46-21

B

Bank records, production of, 5-26

Bankruptcy, suggestion of, 8-78

**Beneficiary designations, letter to client
regarding, 24-35**

Bifurcation (separate trials), motion for, 8-34

order on, 8-35

Bill of review, original petition (for fraud), 61-1

Birth record, mail application for, 53-34

Bond

appearance (habeas corpus to release adult), 35-15

order setting and capias, 35-2

power, irrevocable, 24-17

Breach

of alimony contract, petition, 61-2

of contract to pay college expenses, petition, 61-3

of fiduciary duty, 3-32

**Business broker, receiver's motion for authority
to list property with, 8-50**

order authorizing, 8-51

C

Capias, 35-3

order for, and setting of bond

child support, 33-11

possession and access, 34-11

Certificate

of adoption, 53-28

birth, application for new, 54-10

mail application for, 53-34

of custody, 35-2

of finality of court order, 25-33

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

of respondent's last known address, 23-5

Change of address (IRS), 24-31

Change of name

of adult

- order granting, 61-5
- petition, 61-4

of child

- order granting, 61-7
- petition, 61-6

Child

adoption of. *See* adoption of child

affidavit of waiver of interest in, 53-1

revocation of, 53-7

care of, authorization for. *See* authorization

agreement for adult caregiver; authorization,
temporary, for care of child

consent to adoption by, 53-19

custody. *See* child custody

disabilities of minority

- order removing, 61-12
- petition for removal of, 61-10

exemption for, release/revocation of release of claim
to, 24-30

information on child in suit affecting parent-child
relationship, *see in* 56-18

international parental abduction of

- petition seeking prevention of, 55-1
- order on, 55-2

motion for judge to confer with, 19-7

order on, 19-8

parent-child relationship. *See* parent-child
relationship

passport of

- motion regarding possession and transfer, 56-11
- order regarding possession and transfer, 56-12

support. *See* child support

travel by, outside U.S.

- consent for, 56-14
- notice of intent for, 56-13

**Child custody. *See also* Conservatorship;
Possession of and access to child; UCCJEA**

enforcement of determination of

- order to appear, 36-22
- petition for, 36-21
- order on, 36-27
- response to, 36-23
- warrant, 36-26
- order for issuance of, 36-25
- request for, 36-24

foreign determination of

letter to register, 43-3

notice of registration of, 43-5

sworn statement supporting registration of, 43-4

interference with, additional cause of action, 3-37

interference with possessory interest in child, petition
for, 61-14

required UCCJEA information, affidavit for, 56-1

Child custody evaluation

motion for, 56-20

objection to, 56-22

order on, 56-23

response to, 56-21

motion of evaluator to be removed, 56-26

motion to remove evaluator, 56-25

order for, 56-24

order removing evaluator, 56-27

**Child support. *See also* UIFSA; Writ of income
withholding (judicial)**

accelerated on obligor's death

judgment for, 9-20

petition for, 9-19

arrearage

cumulative judgment for, 33-22

judgment, 33-6, 33-22

motion to confirm, 33-21

for disabled child

order for, 9-15

petition for, 9-14

income withholding for

employer's motion for hearing on applicability of,
9-7

motion to stay issuance and delivery of, 9-5

notice of application for, 9-4

order terminating/modifying, 9-13

petition to terminate/modify, 9-12

request for issuance of, 9-2

voluntary withholding, 9-10

request for issuance of revised (agreed), 9-11

to subsequent employer

filing letter for, 9-8

filing letter for return receipt on, 9-9

information for registration of support order under
UIFSA, 43-12, 43-27

letter to register support order under UIFSA, 43-11,
43-26

levy, notice of, to financial institution, 33-35

letter transmitting, 33-36

license suspension for failure to pay

answer to motion for, 33-53

motion

to revoke stay of suspension and order to
appear, 33-56

to stay suspension and for hearing, 33-53

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

license suspension for failure to pay, motion—
continued

to vacate/stay order suspending license, 33-58

notice of filing petition, 33-52

order

on motion to revoke stay of suspension, 33-57

suspending license and stay of suspension,
33-55

vacating/staying order suspending license,
33-59

petition for, 33-51

stay of suspension and notice of hearing, 33-54

lien

homestead affidavit as release of, 33-37

affidavit contradicting, 33-38

notice of, 33-33

letter to financial institution transmitting,
33-34

partial release of, 33-40

release of, 33-39

medical, notice, 9-1

modification, pattern interrogatories, 5-46

motion

for clarification of prior order, 33-1

order on, 33-2

to confirm arrearage, 33-21

for enforcement by contempt, 33-3

answer to, 33-5

to revoke suspension of commitment, 33-7

notice of registration of support order under UIFSA,
43-13, 43-28

order

for child support, *see in* 23-1

of enforcement by contempt

and for commitment, 33-9

with suspension of commitment, 33-6

medical (notice), 9-1

revoking suspension and for commitment, 33-8

order/notice to withhold income for child support

order modifying/terminating, 9-13

petition to terminate/modify, 9-12

paid in excess of order

order to recover, 9-17

petition to recover, 9-16

pattern interrogatories, 5-43

record of support order, 9-18

request for findings in order, 26-10

security for payment of, motion for, 33-24

forfeiture of

motion for, 33-26

order for, 33-27

order for, 33-25

withholding from earnings for

employer's order/notice, 9-3

issuance of, request for, 9-2

motion to enforce, 33-31

order on, 33-32

petition to terminate/modify, 9-12

order on, 9-13

Citation, motion to amend, 8-25

order on, 8-26

**Citation, waiver of service of, 3-13, 45-3, 54-22,
62-3**

and consent to adoption, 53-18

letter to opposing party enclosing, 3-12

Citation by publication

affidavit for, 3-2, 40-2, 41-2, 53-11

affidavit in support of, by birth mother, 53-12

answer filed by attorney ad litem appointed after,
13-2, 53-15

appointment of attorney ad litem after, 13-1, 53-14

required statement of evidence, 13-3, 23-4, 53-16

Civil conspiracy, additional cause of action, 3-45

Clarification of prior order

for child support, motion for, 33-1

order on, 33-2

for possession and access, motion for, 34-1

order on, 34-2

for property division, petition for, 31-1

order on, 31-2

protective order, 17-18

Clerk's record

designation of, 26-21

request for clerk to prepare, for mandamus, 27-3

Client

interview sheet, 2-6, 2-7

letter to

at conclusion of representation, 24-34

regarding beneficiary and fiduciary designations,
24-35

regarding firearms, 2-17

regarding inadvertent agreements, 2-18

regarding real estate documents, 24-13, 24-33

regarding settlement discussions with spouse,
2-16

questionnaire

divorce

general, 2-6

property, 7-3

reimbursement, 7-4

suit affecting the parent-child relationship, 2-6,
2-7

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Client's receipt for file, 8-6

Co-counsel, appearance of, 3-11

Cohabitation agreement, nonmarital, 63-1

Collaborative law

consulting expert's participation agreement, 15-4

joint motion for continuance, 15-9

letter to client's spouse, 15-2

neutral allied professional's participation agreement, 15-5

notice

of procedures, 15-6

of settlement, 15-11

of termination of procedures, 15-10

participation agreement, 15-3

amendment of, 15-13

retainer letter to client, 15-1

settlement agreement, 15-12

status report

one-year, 15-8

six-month, 15-7

Collateral pledge agreement, 24-20

College expenses, original petition for breach of contract to pay, 61-3

Commitment

to county jail

child support, 33-9

possession and access, 34-9

property division, 31-10

protective order, 17-18

spousal maintenance, 32-6

motion to revoke suspension of

enforcement of child support, 33-7

order on, 33-8

enforcement of possession and access, 34-7

order on, 34-8

enforcement of property division, 31-8

order on, 31-9

enforcement of spousal maintenance, 32-4

order on, 32-5

suspension of, order

enforcement of child support, 33-6

enforcement of possession and access, 34-6

enforcement of property division, 31-7

enforcement of spousal maintenance, 32-3

writ of, 35-1

Compel, motion to, 5-91

order on, 5-92

Confer, motion for judge to, 19-7

order on, 19-8

Confidentiality order, 5-8

motion for, 5-7

Consent

by adult to be adopted, 60-2

by child to adoption, 53-19

for child to travel outside U.S., 56-14

by managing conservator, to child's adoption, 53-18

by parent with existing rights, to child's adoption, 53-18

Conservator, managing

annulment of underage marriage, petition by, 62-1

waiver of citation and consent to adoption by, 53-18

Conservator, rights and duties

allocation chart, 18-16

order, *see in* 23-1, 40-6, 41-10

Conservatorship. *See also* Child custody;

Modification of parent-child relationship;
UCCJEA

pattern interrogatories, 5-43, 5-45

for modification, 5-47

petition in intervention for, 44-1

Consolidate, motion to, 8-32

order on, 8-33

Contempt, to enforce child support

motion to revoke suspension of commitment, 33-7

order

and commitment, 33-9

revoking suspension and for commitment, 33-8

with suspension of commitment, 33-6

petition for, 33-3

answer to, 33-5

prove-up questions, 33-73

Contempt, to enforce possession and access

motion for, 34-3

answer to, 34-5

motion to revoke suspension of commitment, 34-7

order for

and commitment, 34-9

revoking suspension and for commitment, 34-8

with suspension of commitment, 34-6

Contempt, to enforce property division

motion to revoke suspension of commitment, 31-8

order

and commitment, 31-10

revoking suspension and for commitment, 31-9

with suspension of commitment, 31-7

petition for, 31-5

answer to, 31-6

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Contempt, to enforce protective order

motion for, 17-16

answer to, 17-17

order of, 17-18

Contempt, to enforce spousal maintenance

motion to revoke suspension of commitment, 32-4

order of

and commitment, 32-6

revoking suspension and for commitment, 32-5

with suspension of commitment, 32-3

petition for, 32-1

answer to, 32-2

Continuancejoint motion for, in collaborative law proceeding,
15-9

motion for, 19-4

order on, 19-5

Conversion, additional cause of action, 3-32**Cost and necessity of services, affidavit
concerning, 6-53****Costs, order to withhold income for, 33-23****Cotenant, additional cause of action, 3-40****Counsel. See also Attorney**

co-counsel, appearance of, 3-11

substitution of, motion for, 8-2

order on, 8-3

withdrawal of, motion for, 8-4

order on, 8-5

Counseling, motion for, 4-7

order on, 4-8

Court of continuing jurisdiction, inquiry on, 6-1**Court reporter, request to, to prepare reporter's
record, 26-19****Creditor, letter to**

closing account, 6-31

requesting forbearance, 6-32

Criminal history record information

letter to obtain, 53-21

order to petitioners for adoption to obtain, 53-20

Custody. See Child custody**D****Death, suggestion of, 8-77****Declaration for business records, 5-31****Declaration of paternity, TDH form, see in 56-18****Declaration to prove up agreed final decree of
divorce, 23-11****Declaratory judgment, 61-16**

petition for, 61-15

Decree of divorce, final, 23-1

affidavit to prove up agreed, 23-10

declaration to prove up agreed, 23-11

motion to sign, 23-3

Deed

community interest special warranty, 63-10

letter of inquiry (county clerk), 6-9

mineral, 24-11

quitclaim, 24-9

royalty, 24-12

special warranty, 24-3

community interest, 63-10

with encumbrance for owelty of partition, 24-4

of trust, 24-5

to secure assumption, 24-7, 24-37

to secure owelty of partition, 24-10

without warranty, 24-8

Default judgment

motion to set aside, 26-1

order on, 26-4

motion to set aside after service by publication,
26-2

motion to set aside because of military service, 26-3

Deposition

motion to compel discovery/for sanctions, 5-91

order on, 5-92

nonstenographic, notice of recording, 5-72

notice of

for production of bank records, 5-26

for production of employment records, 5-28

for production of school records, 5-27

to secure social worker's report, 5-29

on written questions, 5-75

oral, notice of intent to take, 5-71

recording, motion to require transcription of, 5-73

order on, 5-74

written questions, 5-75

Deposit of additional fees, order for, 13-11**Disabilities of minority**

order removing, 61-12

petition for removal of, 61-10

Disclosures

required initial, 5-18

letter to client regarding, 2-19

required pretrial, 5-20

required testifying expert, 5-19

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

rule 194 request for, 5-21
 response to, 5-22

Discovery. *See also* **Admissions; Deposition;
 Disclosure; Documents; Examination;
 Interrogatories; Protective orders; Records**

confidentiality order, 5-8
 motion for, 5-7

control plan, motion for, 5-1
 agreed order on, 5-2
 motion to modify, 5-3
 order on, 5-4

motion to compel/for sanctions, 5-91
 order on, 5-92

notice that documents will be used at trial, 5-36
 response to, 5-37

request for identification of withheld production, 5-9

Dismissal for lack of jurisdiction, motion for, 42-5
 order on, 42-6

Dismissal for want of prosecution

letter to client regarding notice of, 8-71

motion to reinstate case, 8-74
 order on, 8-75

motion to retain case, 8-72
 order on, 8-73

**Dismissal of termination suit (nongenetic father),
 order of, 50-5**

Disqualification

of attorney, motion for, 8-7
 order on, 8-8

of judge, motion for, 8-11
 order on, 8-13
 response to, 8-12

Divorce

additional causes of action. *See headings for*

Additional cause of action

agreement incident to, 23-6

application to enjoin further proceedings in
 subsequent suit, 3-7

defenses to additional causes of action, 3-46

final decree, 23-1

affidavit to prove up agreed, 23-10

declaration to prove up agreed, 23-11

motion to sign, 23-3

financial information statement, 4-2

letter notifying opposing party of filing, 3-8

motion for counseling, 4-7
 order on, 4-8

notice of hearing for temporary orders and order to
 appear, 3-4

order setting hearing for temporary orders, 3-3

original petition for, 3-1

petitioner's supporting affidavit, 3-2

plea in abatement, 3-15

prove-up questions for agreed, 23-7

remarriage after, motion for waiver of prohibition
 against, 23-8

order on, 23-9

report of, *see in* 56-18

respondent's original answer, 3-16

special appearance, 3-14

temporary orders, 4-3

motion for, 4-1

motion to extend, 4-6

motion to modify, 4-5

motion to sign, 4-4

temporary restraining order, 3-3

waiver of service and appearance, 3-13

Docket

motion to reinstate case on, 8-74

order on, 8-75

motion to retain case on, 8-72

order on, 8-73

Documents

notice for production or inspection of, 5-25

notice that documents will be used at trial, 5-36

response to, 5-37

request for production or inspection of, 5-23

response to, 5-24

**Dog, motion to authorize presence of qualified,
 8-60**

order on, 8-61

Driver's license information, application for, 6-4

Drug testing, motion for, 56-9

order on, 56-10

Due diligence in termination, affidavit of, 53-17

E

**Emotional distress, intentional infliction of,
 additional cause of action, 3-31**

Employment

contract, 2-2

declining, 2-3

records, production of, 5-28

Escrow funds, assignment of, 24-14

Evidence

letter to client regarding spoliation of, 2-20

statement of, 13-3, 23-4, 53-16

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Evidentiary facts, motion to strike from pleadings, 3-17

order on, 3-18

Examination (physical/mental), motion for, 5-83

order on, 5-84

Exceptions and objections to report of master, 8-38**Exemption for child, release/revocation of release of claim to, 24-30****Ex parte eviction, affidavit for, 3-2****Expense report, of ad litem or amicus attorney, 13-12****Expert witness, motion to exclude, 8-58**

order on, 8-59

Expert's report, motion for reduction of, to tangible form, 5-81

order on, 5-82

Extraordinary relief, affidavit for, 3-2, 40-2, 41-2**F****Fees, attorney's**

order to withhold income for, 33-23

petition in intervention for, 20-1

Fiduciary designations, letter to client regarding, 24-35**Fiduciary duty, breach of, additional cause of action, 3-32****Financial information**

statement, divorce suit, 4-2

waiver of disclosure of

for partition or exchange agreement, 63-5

for premarital agreement, 63-2

Financing statement (UCC1), 24-24**Findings, request for**

in child support order, 26-10

in possession order, 26-9

Findings of fact and conclusions of law, 26-13

notice of past-due, 26-12

request for, 26-11

request for additional or amended, 26-14

Firearms, letter to client regarding, 2-17**Foreign order of adoption**

order recognizing, 55-12

petition for registration of, 55-11

Fraud

bill of review for, original petition for, 61-1

cause of action, 3-32

Fraudulent obligation, additional cause of action, 3-43**Fraudulent transfer, additional cause of action, 3-42****G****Genetic testing**

motion for, 54-4

order for, 54-5

in termination suit by nongenetic father, 50-5

Gestational agreements

notice of birth, 54-24

order

confirming parentage under validated agreement, 54-25

request for certified copy of, 54-26

validating agreement, 54-23

petition to validate, 54-21

waiver of service, 54-22

Grandparents

affidavit in support of possession or access by, 44-3

decree granting possession or access, 44-4

intervention in suit affecting parent-child relationship, 44-1

original petition for possession or access, 44-2

Guardian ad litem

appointment of, 13-7, 53-10

for child in parentage suit, 54-6

expense report of, 13-12

motion to withdraw as, 13-13

order on, 13-14

original answer in suit affecting parent-child relationship, 13-9

H**Habeas corpus to release adult**

appearance bond, 35-15

certificate of custody, 35-12

petition for writ of, 35-11

in trial court, 35-16

writ of, 35-14

order granting, 35-13

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Habeas corpus to return childorder for return of child, [36-15](#)petition for writ of, [36-11](#)response to, [36-12](#)writ of, [36-14](#)order for issuance of, [36-13](#)**Harassing behavior, petition to enjoin, [61-13](#)****Hardship driver's license, application for, [61-8](#)****Health, social, educational, and genetic history report, [53-22](#)****Health information, protected**authorization to disclose, [5-32](#), [6-34](#)motion for order to obtain, [5-33](#)order on, [5-34](#)subpoena to compel production of, [5-35](#)**Hearing**

notice of

by mail for enforcement action, [33-4](#), [34-4](#)on motion to transfer, [42-3](#)temporary ex parte protective order, [17-2](#)

temporary orders

in divorce, [3-3](#), [3-4](#)in modification of parent-child relationship,
[41-7](#), [41-8](#)based on military duty of conservator, [45-4](#)in original suit affecting parent-child
relationship, [40-3](#), [40-4](#)

order setting

for protective orders against family violence, [17-2](#)

for temporary orders

in divorce, [3-3](#)in modification of parent-child relationship,
[41-7](#)in original suit affecting parent-child
relationship, [40-3](#)request for de novo hearing, [8-76](#)**Holidays, provisions for visitation on religious,
[56-16](#)****I****Income withholding, writ of. See Writ of income
withholding (judicial)****Informal settlement agreement, [18-51](#), [18-52](#)****Information**to evaluate rights of reimbursement, [7-4](#)for initial consultation, [2-1](#)protected health, authorization to disclose, [6-34](#)on suit affecting family relationship, [56-18](#)**Inquiry, letter of**airplane, [6-8](#)assumed name filings, [6-15](#)boat, [6-7](#)business interests, [6-12](#)cattle, [6-14](#)creditor, [6-11](#)deeds (county clerk), [6-9](#)financial accounts, [6-18](#)financial statement/UCC filings (county), [6-17](#)financial statement/UCC filings (state), [6-16](#)health/dental coverage, [6-20](#)life insurance, [6-19](#)motor vehicle, [6-6](#)and notice of TRO/injunction, group health/dental
insurance, [6-21](#)patents, [6-13](#)pension plans, [25-1](#)property tax rolls, [6-10](#)**Inquiry on court of continuing jurisdiction for
child, [6-1](#)****Insurance**

dental/health

letter to company requesting certificate of
coverage, [24-27](#)statement of availability, [56-2](#)

health, group

notice of severance of family relationship, [24-28](#)request for continued coverage, [24-29](#)

life

letter to company requesting change-of-
beneficiary forms, [24-25](#)letter to company requesting status of policy,
[24-26](#)records authorization, [6-33](#)**Intentional infliction of emotional distress,
additional cause of action, [3-31](#)****Interference**with business relations, additional cause of action vs.
spouse, [3-35](#)with custody, additional cause of action, [3-37](#)with possessory interest in child, additional cause of
action, [3-37](#)**International parental child abduction**petition to prevent, [55-1](#)order on, [55-2](#)**Interrogatories, [5-41](#)**by ad litem or amicus attorney, [13-15](#)answers to, [5-42](#)

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

pattern

- conservatorship, 5-43, 5-45
- modification, 5-47
- general, 5-43
- property, 5-43, 5-44
- support, 5-43
- modification, 5-46

Interstate Compact

- affidavit concerning, 53-25
- placement request, 53-26
- placement status report, 53-27

Intervention, petition in

- for attorney's fees, 20-1
- for conservatorship, 44-1

Invasion of privacy, additional cause of action, 3-34**Inventory and appraisal, 7-1**

- information to evaluate reimbursement right, 7-4
- instructions to client for preparing worksheet, 7-2
- inventory worksheet, 7-3

J**Judge**

associate

- hearing, request for de novo, 8-76
- motion for referral to, 8-15
- objection to referral of final trial to, 8-17
- order of referral to, 8-16

disqualification of, motion for, 8-11

- order on, 8-13
- response to, 8-12

motion for, to confer with child, 19-7

- order on, 19-8

objection to assigned, 8-14

recusal of, motion for, 8-10

- order on, 8-13
- response to, 8-12

Judgment

for accelerated child support (and arrearage accrued before death), 9-20

cumulative, for child support arrearage, 33-6, 33-22

declaratory, 61-16

- petition for, 61-15

default

- motion to set aside, 26-1
- order on, 26-4
- motion to set aside after service by publication, 26-2

motion to set aside because of military service, 26-3

foreign, petition to enforce, 31-21, 32-31, 33-71

- order on, 31-22, 32-32, 33-72

motion to modify, correct, or reform, 26-17

- order on, 26-18

non obstante veredicto, motion for, 19-20

- order on, 19-21

notice of, 24-36

nunc pro tunc, motion for, 26-15

- order on, 26-16

release of, 24-18

Judicial notice, motion to take, 8-28

- order on, 8-29

Judicial writ of income withholding. See Writ of income withholding (judicial)**Jurisdiction**

motion to dismiss for lack of, 42-5

order of dismissal for lack of, 42-6

plea to, in UCCJEA proceeding, 43-2

request for court to decline, in UCCJEA proceeding, 43-2

Jury

charge, objections to, 19-17

panel, motion for special instructions to, 19-14

- order on, 19-15

peremptory challenges

- motion for separate, 19-11

- motion to equalize, 19-10

trial, request for, 19-9

L**Landlord, letter to, terminating lease, 17-15****Lawyer's Creed, see in 2-2****Legal services, agreement for, 2-2****Letter. See specific topic****Lien, child support. See Child support****Limine, motion in, 19-12**

- order on, 19-13

Lis pendens

motion to cancel, 6-43

- order on, 6-44

motion to expunge, 6-45

- order on, 6-46

notice of, 6-41

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

by receiver, 8-48
release of, 6-42

M

Mandamus

petition for writ of
 for return of child, 27-1
 to transfer cause, 27-2
relator's motion for temporary relief, 27-4
request for clerk to prepare record, 27-3

Marital agreements. *See also* **Agreements;**

Property

to convert separate property to community property,
 63-8
partition and exchange
 basic, 63-6
 complex, 63-7

Marriage, voiding of. *See* **Suit to declare marriage void**

Master in chancery

motion
 for appointment of, 8-36
 order of reference on, 8-37
 for rendition of decree as recommended by, 8-40
report of
 exceptions and objections to, 8-38
 order on, 8-39

Mediated settlement agreement, 18-17, 18-18

Mediation

disputed issues checklist, 18-13
 basic, 18-12
ethical guidelines, 18-15
letter to client before, 2-21
mediated settlement agreement, 18-17
 short form, 18-18
motion for, 18-3
notice of setting, 18-11
order concerning court-appointed mediator, 18-20
referral of dispute to
 notice of intent, 18-4
 objection to, 18-5, 18-7
 order on, 18-6, 18-9
 response to, 18-8
 order, 18-10
report to court of results, 18-19
rules for family law, 18-14

Medical child support

notice, 9-1

order for, *see in* 23-1

Medical history report, 53-23

Mental examination. *See* **Examination**

Military duty of conservator

motion to dismiss suit based on, 45-7
 order on, 45-8
petition for additional possession and access
 following, 45-9
 order granting, 45-10
petition to modify parent-child relationship based on,
 45-1
 respondent's original answer to, 45-2
 waiver of service of, 45-3
temporary orders based on, 45-5, 45-6
 notice of hearing for and order to appear, 45-4

Military service, affidavit regarding, 19-23

Mineral deed, 24-11

Modification of parent-child relationship. *See also*

Child support; Conservatorship; Military duty of conservator; UCCJEA; UIFSA

child support, pattern interrogatories, 5-46
conservatorship, pattern interrogatories, 5-47
motion to deny relief, 41-5, 41-11
notice of hearing for temporary orders and order to
 appear, 41-8
within one year, affidavit for, 41-2
order
 denying relief, 41-6
 denying temporary order relief, 41-12
 final, 41-10
 setting hearing for temporary orders, 41-7
petitioner's supporting affidavit, 41-2
petition to modify, 41-1
 out-of-state order (UCCJEA), 43-1
respondent's original answer, 41-4
 in UCCJEA proceeding, 43-2
special appearance, 41-3
temporary orders, 41-9
temporary restraining order, 41-7
UCCJEA
 plea to the jurisdiction, 43-2
 request for court to decline jurisdiction, 43-2
 special appearance, 43-2

Modification of spousal maintenance

petition to modify, 41-21
order, 41-23
respondent's original answer, 41-22

Motor vehicle

application for certificate of title, 24-2
power of attorney to transfer, 24-1

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

request for information on, 6-5

N

Name change. *See* **Change of name**

New trial, motion for, 26-5

order on, 26-6

Nonmilitary affidavit, 19-23

Nonsuit

notice of, 3-9

order granting, 3-10

Note

real estate lien, 24-6

secured by security agreement, 24-22

unsecured, 24-21

Notice

of appeal, 26-26

of birth, 54-24

of enforcement hearing by mail, 33-4, 34-4

of hearing

on motion to transfer, 42-3

for temporary orders

in divorce, 3-4

for modification of parent-child relationship,
41-8

in suit based on military duty of
conservator, 45-4

in original suit affecting parent-child
relationship, 40-4

of intent for child to travel outside U.S., 56-13

of intent to refer dispute to mediation, 18-4

of judgment, 24-36

of mediation setting, 18-11

of medical child support, 9-1

of party's current address, 2-15

of procedures in collaborative law proceeding, 15-6

of registration of support order under UIFSA, 43-13,
43-28

of settlement in collaborative law proceeding, 15-11

of termination of collaborative law procedures, 15-10

of termination proceeding by publication, 53-13

that documents will be used at trial, 5-36

O

**Operating trust agreement for jointly owned
property after divorce,** 24-19

Opposing party, letter to

enclosing waiver of citation, 3-12

notifying party of divorce filing, 3-8

Orders. *See also specific proceedings*

pretrial, 19-2

protective. *See* **protective orders**

qualified domestic relations

private defined benefit plan [separate-interest],
25-3

private defined benefit plan [shared-interest], 25-4

private defined contribution plan, 25-5

state plans, 25-11, 25-13, 25-14, 25-15, 25-16,
25-17

qualifying retirement benefits (thrift savings plan),
25-25

request for certified copy of

adoption, 53-30

gestational agreement, 54-26

termination, 53-29

temporary. *See* **temporary orders**

temporary restraining. *See* **temporary restraining
orders**

P

Parentage suit. *See also* **Gestational agreements;**
Paternity

appointment of attorney ad litem/guardian ad litem/
amicus attorney for child, 54-6

declaration of paternity (TDH form), *see in* 56-18

genetic testing

motion for, 54-4

order for, 54-5

order adjudicating parentage, 54-9

petition

to adjudicate parentage, 54-1

to challenge acknowledgment/denial of paternity,
54-2

respondent's special appearance and answer, 54-3

temporary orders, 54-8

motion for, 54-7

Parentage testing. *See* **Genetic testing**

Parent-child relationship

information sheet, 56-19

modification. *See* **modification of parent-child
relationship**

order

denying termination (nongenetic father), 50-6

of dismissal (nongenetic father), 50-4

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

- of termination, 50-2
 - with stepparent adoption, 52-2
- of termination (nongenetic father), 50-6
- transferring suit affecting, 42-4
- original answer by ad litem or amicus attorney in suit affecting, 13-9
- original suit affecting
 - notice of hearing for temporary orders and order to appear, 40-4
 - order, 40-6
 - order setting hearing for temporary orders, 40-3
 - petition, 40-1
 - petitioner's supporting affidavit, 40-2
 - temporary orders, 40-5
 - temporary restraining order, 40-3
- parent education and family stabilization course
 - motion for sanctions for failure to attend, 56-7
 - order on, 56-8
 - motion to order parents to attend, 56-5
 - order on, 56-6
- petition to terminate, 50-1
 - by nongenetic father, 50-3
 - for stepparent adoption, 52-1
- suit to modify. *See* [modification of parent-child relationship](#)

Parenting coordination services information sheet, 16-23

Parenting coordinator

- appointment of
 - motion for, 16-11
 - response to, 16-12
- objection to, 16-13
 - order on, 16-14
- objection to based on family violence, 16-15
 - order on, 16-17
 - response to, 16-16
- motion of, to be removed, 16-21
- motion to remove, 16-20
- order appointing, 16-18
- order removing, 16-22

Parenting facilitation services information sheet, 16-23

Parenting facilitator

- appointment of
 - motion for, 16-11
 - response to, 16-12
- objection to, 16-13
 - order on, 16-14
- objection to based on family violence, 16-15
 - order on, 16-17
 - response to, 16-16

- motion of, to be removed, 16-21
- motion to remove, 16-20
- order appointing, 16-19
- order removing, 16-22

Parenting plan

- checklist of other possible provisions, 16-2
- proposed/agreed, 16-1

Passport, child's

- motion regarding possession and transfer, 56-11
- order regarding possession and transfer, 56-12

Paternity, additional cause of action vs. third party, 3-38. *See also* [Genetic testing](#); [Parentage suit](#)

Pension, claim, notice letter, 6-52

Physical examination. *See* [Examination](#)

Possession of and access to child

- affidavit in support of, by grandparent, 44-3
- interference with
 - additional cause of action, 3-37
 - petition for, 61-14
- license suspension for failure to comply with order providing for
 - motion
 - to revoke stay of suspension and order to appear, 34-36
 - to stay suspension and for hearing, 34-33
 - to vacate/stay order suspending license, 34-38
 - notice of filing petition, 34-32
- order
 - on motion to revoke stay of suspension, 34-37
 - suspending license and stay of suspension, 34-35
 - vacating/staying order suspending license, 34-39
- petition for, 34-31
- stay of suspension and notice of hearing, 34-34
- motion
 - for additional periods of, following military duty of conservator, 45-9
 - order for, 45-10
 - for clarification of prior order, 34-1
 - order on, 34-2
 - for enforcement by contempt, 34-3
 - answer to, 34-5
 - to revoke suspension of commitment, 34-7
- order
 - of enforcement by contempt and for commitment, 34-9
 - with suspension of commitment, 34-6

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

order—*continued*

- granting additional periods of, following military duty of conservator, 45-10
- granting grandparent possession or access, 44-4
- revoking suspension and for commitment, 34-8
- split possession, 56-17
- original petition for grandparent possession or access, 44-2
- petition in intervention for, 44-1
- request for findings in order, 26-9
- security for compliance with order, motion for, 34-21
 - forfeiture of
 - motion for, 34-23
 - order for, 34-24
 - order for, 34-22
- standard possession order, *see in* 23-1

Postdivorce

- division of property, petition for, 61-9
- domestic relations order, petition for, 25-43

Postmarital partition and exchange agreement, 63-6, 63-7**Power of attorney to transfer motor vehicle, 24-1****Preferential setting, motion for, 19-3****Premarital agreement, 63-3****Pretrial conference, motion for, 19-1****Pretrial investigations and protective actions. *See also Inquiry, letter of; Records authorization***

- application for driver's license information, 6-4
- inquiry on court of continuing jurisdiction for child, 6-1
- lis pendens
 - motion to cancel, 6-43
 - order on, 6-44
 - motion to expunge, 6-45
 - order on, 6-46
 - notice of, 6-41
 - release of, 6-42
- request
 - for copy of tax return, 6-3
 - for motor vehicle information, 6-5
- Social Security number, application for, 6-2

Pretrial order, 19-2**Property**

- agreement between spouses, 63-4
 - to convert separate property to community property, 63-8
- collateral pledge agreement, 24-20
- community, suggested division of, 19-6

deed. *See* deed

division. *See* property division

entry on, for discovery

- motion for, to nonparty, 5-39
- order on motion, 5-40
- request for, to party, 5-38

jointly owned, operating trust agreement after divorce, 24-19

letter to client regarding closing documents, 24-13, 24-33

marital, inventory worksheet, 7-3

pattern interrogatories, 5-43, 5-44

petition or exchange agreement

- basic, 63-6
- complex, 63-7

postdivorce division of, petition for, 61-9

receiver's

- motion for authority to list with broker, 8-50
 - order authorizing, 8-51
- motion for approval of sale, 8-52
 - order approving, 8-53
- report of sale and motion for confirmation, 8-54
- sale, order confirming, 8-55

retrieval of, from residence

- application for writ authorizing entry and, 64-1
- order for issuance of, 64-3
 - temporary ex parte, 64-2
- writ authorizing, 64-4

sale of residence, 23-2

suggested division of, 19-6

transfer of, under Texas Uniform Transfers to Minors Act, 24-32

Property division

motion to revoke suspension of commitment, 31-8

order

- for division, *see in* 23-1
- of enforcement by contempt
 - and for commitment, 31-10
 - with suspension of commitment, 31-7
- revoking suspension and for commitment, 31-9

petition for clarification, 31-1

order on, 31-2

petition for enforcement, 31-3

- by contempt, 31-5
 - answer, 31-6
- order, 31-4

postdivorce, petition for, 61-9

suggested, 19-6

Protective orders

for ADR proceeding, 18-2

motion for, 18-1

against discovery, motion for, 5-5

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

order on, [5-6](#)
 against family violence
 address form for, [17-20](#)
 application for, [17-1](#)
 enforcement, motion for, [17-16](#)
 answer to, [17-17](#)
 order on, [17-18](#)
 modify, motion to, [17-13](#)
 order on, [17-14](#)
 order, [17-3](#)
 to law enforcement agency, [17-4](#)
 letter regarding delivery, [17-9](#)
 transferring, [17-6](#)
 review, motion to, [17-7](#)
 order on, [17-8](#)
 sealing of identifying information, [17-10](#)
 separating wireless telephone service account,
 [17-21](#)
 TCIC data entry form for, [17-19](#)
 temporary ex parte, [17-2](#)
 transfer, motion to, [17-5](#)
 vacate, motion to, [17-11](#)
 order on, [17-12](#)

Prove-up

affidavit for agreed divorce, [23-10](#)
 declaration for agreed divorce, [23-11](#)
 questions for agreed divorce, [23-7](#)
 questions for attorney's fees, [20-2](#)
 questions for contempt (child support), [33-73](#)

Q

Qualified domestic relations orders

addendum to, [25-6](#)
 petition to enter/clarify postdivorce, [25-43](#)
 private defined benefit plan [separate-interest], [25-3](#)
 private defined benefit plan [shared-interest], [25-4](#)
 private defined contribution plan, [25-5](#)
 state plans, [25-11](#), [25-13](#), [25-14](#), [25-15](#), [25-16](#), [25-17](#)

Quitclaim, [24-9](#)

R

Real estate broker, receiver's motion for authority to list property with, [8-50](#)

order authorizing, [8-51](#)

Real estate lien note, [24-6](#)

Receipt for file, client's, [8-6](#)

Receiver

appointment of for business, motion for, [8-45](#)
 order on, [8-46](#)
 appointment of for real property, motion for, [8-43](#)
 order on, [8-44](#)
 authority to list property with [business/real estate]
 broker, [8-50](#)
 order authorizing, [8-51](#)
 discharge of, motion for, [8-56](#)
 order on, [8-57](#)
 final account, [8-56](#)
 order approving, [8-57](#)
 lis pendens by, [8-48](#)
 motion for approval of sale, [8-52](#)
 order approving, [8-53](#)
 motion to dissolve receivership proceeding, [8-49](#)
 oath of, [8-47](#)
 order confirming sale by, [8-55](#)
 report of sale and motion for confirmation, [8-54](#)

Record, reporter's, request to court reporter to prepare, [26-19](#)

Records

birth, mail application for, [53-34](#)
 business
 affidavit for, [5-30](#)
 declaration for, [5-31](#)
 letter to nonparty requesting, [5-95](#)
 notice of filing, [5-96](#)
 court, motion to seal, [26-24](#)
 order on, [26-25](#)
 motion to compel discovery of, [5-91](#)
 order on, [5-92](#)
 suggested language for production of, [5-26](#), [5-27](#),
 [5-28](#)

Records authorization

financial, [6-35](#)
 life insurance, [6-33](#)
 protected health information, [5-32](#), [6-34](#)
 retirement benefits, *see in* [25-1](#)
 substance use disorder patient records, [6-36](#)

Recusal of judge, motion for, [8-10](#)

order on, [8-13](#)
 response to, [8-12](#)

Relative, nonparent, authorization agreement for. *See* [Authorization agreement for nonparent relative](#)

Remarriage, motion for waiver of prohibition against, [23-8](#)

order on, [23-9](#)

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Referral

of final trial, objection to, [8-17](#)
 motion for, [8-15](#)
 order of, [8-16](#)

Registration of support order (UIFSA)

information, [43-12](#), [43-27](#)
 letter to register, [43-11](#), [43-26](#)
 notice of, [43-13](#), [43-28](#)

Religious holidays, visitation provisions, [56-16](#)**Relinquishment of parental rights, affidavit of**

father's (to agency), [53-5](#)
 father's (nonagency), [53-3](#)
 mother's (to agency), [53-4](#)
 mother's (nonagency), [53-2](#)
 revocation of, [53-7](#)

Report of divorce or annulment, *see in* [56-18](#)**Request**

for admissions, [5-61](#)
 response to, [5-62](#)
 for certified copy of order
 adoption, [53-30](#)
 gestational agreement, [54-26](#)
 termination, [53-29](#)
 for disclosure, [5-21](#)
 response to, [5-22](#)
 for production of documents, [5-23](#)
 response to, [5-24](#)
 to take no action on case, letter to client, [2-4](#)

Residence, provisions dealing with sale of, [23-2](#)**Retirement benefits. *See also specific retirement benefits listings below***

assignment of interest in individual retirement account, [25-41](#)
 checklist, [6-51](#)
 letter requesting benefits be frozen, [25-42](#)
 records authorization, *see in* [25-1](#)

Retirement benefits (federal)

letter forwarding court decree dividing railroad retirement, [25-24](#)
 letter forwarding court order acceptable for processing, [25-22](#)
 order dividing federal civil service benefits, [25-21](#)
 order dividing federal employees' retirement system benefits, [25-21](#)
 order dividing railroad retirement benefits, [25-23](#)
 order dividing thrift savings plan benefits, [25-25](#)

Retirement benefits (military)

armed forces survivor benefits. *See* [armed forces survivor benefit plan](#)

certificate of finality of court order dividing, [25-33](#)
 domestic relations order (military retirement), [25-31](#)
 letter to uniformed service, request for direct payments, [25-32](#)

Retirement benefits (private)

letter requesting benefits be frozen, [25-42](#)
 letter to plan administrator, [25-1](#)
 QDRO addendum, [25-6](#)
 QDRO for defined benefit plan [separate-interest], [25-3](#)
 QDRO for defined benefit plan [shared-interest], [25-4](#)
 QDRO for defined contribution plan, [25-5](#)

Retirement benefits (state)

DRO for teacher retirement system [active member], [25-13](#)
 DRO for teacher retirement system [retiree], [25-14](#)
 QDRO for county and district retirement system [active member], [25-15](#)
 QDRO for county and district retirement system [retiree], [25-16](#)
 QDRO for employees retirement system, [25-11](#)
 QDRO for municipal retirement system, [25-17](#)

Revocation

of affidavit, [53-7](#)
 of statement to confer standing, [53-9](#)
 motion to dismiss based on, [53-32](#)
 order of dismissal based on, [53-33](#)

Royalty deed, [24-12](#)**S****Sanctions, discovery, motion for, [5-91](#)**

order on, [5-92](#)

School records, production of, [5-27](#)**Sealing records, motion, [26-24](#)**

order on, [26-25](#)

Security

for ad litem/amicus attorney's fees, motion for, [13-10](#)
 for compliance with visitation order. *See* [possession of and access to child](#)
 for payment of child support. *See* [child support](#)

Separate trials, motion for, [8-34](#)

order on, [8-35](#)

Separation agreement, [63-9](#)**Service**

alternative, motion for, [8-18](#)

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

affidavit in support of, 8-20
 order on, 8-21
 attempted personal, affidavit of, 8-19
 substituted, motion for other, 8-22
 affidavit in support of, 8-23
 order on, 8-24
 waiver of, 3-13, 45-3, 54-22, 62-3

Settlement
 agreement
 informal, 18-51, 18-52
 mediated, 18-17, 18-18
 discussions with spouse, letter to client regarding, 2-16, 2-18
 letter to client advising against, 2-5

Severance, motion for, 8-30
 order on, 8-31

Sibling access to child
 original petition for, 44-5
 order granting, 44-6
 petition to modify for, 44-7
 order on, 44-8

Social Security number, application for, 6-2

Social worker's report, production of, 5-29

Special appearance
 divorce, 3-14
 modification of parent-child relationship, 41-3
 in UCCJEA proceeding, 43-2

Special charge, requested, 19-16

Special exceptions, 3-17
 order on, 3-18

Special warranty deed, 24-3
 with encumbrance for owelty of partition, 24-4

Spousal maintenance
 arrearage, motion to confirm, 32-19
 order on, 32-20
 modification of, petition to modify, 41-21
 order on, 41-23
 respondent's original answer, 41-22
 order for, *see in* 23-1
 order/writ for income withholding for, 32-11
 applicability of, employer's motion for hearing on, 32-15
 issuance, request for, 32-14
 voluntary withholding, 32-16
 notice of application for, 32-12
 order terminating/modifying, 32-18
 petition to terminate/modify, 32-17
 stay issuance and delivery of, motion to, 32-13
 petition for enforcement, 32-1

answer to, 32-2
 order on, 32-3
 petition to recover overpayment of, 32-21
 order on, 32-22

Standard possession order, *see in* 23-1

Statement to confer standing, 53-8
 revocation of, 53-9

Status
 report, in collaborative law proceeding
 one-year, 15-8
 six-month, 15-7

Stepchild, combined termination and adoption.
 See Termination/adoption of stepchild

Stock power, irrevocable, 24-16

Subpoena
 to compel production, 5-94
 of protected health information, 5-35
 deposition, 5-93
 hearing or trial, 19-22
 license suspension for failure to comply with
 answer to motion for, 33-53
 motion
 to revoke stay of suspension and order to appear, 33-56
 to stay suspension and for hearing, 33-53
 to vacate/stay order suspending license, 33-58
 notice of filing petition, 33-52
 order
 on motion to revoke stay of suspension, 33-57
 suspending license and stay of suspension, 33-55
 vacating/staying order suspending license, 33-59
 petition for, 33-51
 stay of suspension and notice of hearing, 33-54

suggested language for
 for production of bank records, 5-26
 for production of employment records, 5-28
 for production of school records, 5-27
 to secure social worker's report, 5-29

Substituted service
 affidavit (rule 106), 8-20
 affidavit (rule 109), 3-2, 40-2, 41-2, 53-11
 affidavit (rule 109a), 8-23

Substitution of counsel, motion for, 8-2
 order on, 8-3

Suggestion
 of bankruptcy, 8-78
 of death, 8-77

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Suit affecting the family relationship, information on, 56-18

Suit to declare marriage void

decree, 62-8

petition, 62-6

respondent's original answer, 62-7

Support. See Child support; Spousal maintenance

Survivor benefit plan. See Armed Forces Survivor Benefit Plan

Suspension of license. See Child support; Subpoena

T

Taxes, order for payment of, after divorce, see in 23-1

Tax exemption for child, release/revocation of release of claim to, 24-30

Tax return, request for copy of, 6-3

Telephone, order separating wireless service account, 17-21

Temporary orders

divorce, 4-3

modification of parent-child relationship, 41-9

based on military duty of conservator, 45-5, 45-6

motion

to deny relief in modification, 41-11

order on, 41-12

to extend, 4-6

to modify, 4-5

for orders, 4-1

in parentage suit, 54-7

to sign, 4-4

notice of hearing for and order to appear

in divorce, 3-4

in modification of parent-child relationship, 41-8

based on military duty of conservator, 45-4

in original suit affecting parent-child relationship, 40-4

original suit affecting parent-child relationship, 40-5

parentage suit, 54-8

pending appeal

motion for, after judgment rendered, 26-7

order on, 26-8

request for, 3-47

setting hearing for

in divorce, 3-3

in modification of parent-child relationship, 41-7

in original suit affecting parent-child relationship, 40-3

Temporary restraining orders

divorce, 3-3

modification of parent-child relationship, 41-7

motion to extend, 3-5

order on, 3-6

original suit affecting parent-child relationship, 40-3

Termination/adoption of stepchild

order for, 52-2

petition for, 52-1

Termination of parent-child relationship

acknowledgment of receipt of documents by birth

parent, 53-6

affidavit of due diligence, 53-17

motion to dismiss (revocation of statement of standing), 53-32

notice of suit by publication, 53-13

order denying (nongenetic father), 50-6

order of, 50-2

for nongenetic father, 50-6

request for certified copy of, 53-29

with stepparent adoption, 52-2

order of dismissal

nongenetic father, 50-4

revocation of statement of standing, 53-33

petition for, 50-1

by nongenetic father, 50-3

for stepparent adoption, 52-1

statement to confer standing, 53-8

revocation of, 53-9

Texas Lawyer's Creed, see in 2-2

Third-party action

alter ego corporation, 3-39

covenant, 3-40

fraudulent obligation, 3-43

fraudulent transfer, 3-42

paternity, 3-38

trustee, 3-44

Title

application for certificate of, to motor vehicle, 24-2

letter to client regarding real estate documents, 24-13, 24-33

power of attorney to transfer, 24-1

Transfer

of case

affidavit controverting motion for, 42-2

mandamus for, 27-2

motion for, 42-1

notice of hearing on, 42-3

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

order transferring suit affecting parent-child relationship, [42-4](#)

of property under Texas Uniform Transfers to Minors Act, [24-32](#)

of protective order

motion for, [17-5](#)

order for, [17-6](#)

Transfer, fraudulent, additional cause of action vs. third party, [3-42](#)

Transmitting sexual disease, additional cause of action vs. spouse, [3-33](#)

Trial, motion for new, [26-5](#)

order on, [26-6](#)

Trial (jury), request for, [19-9](#)

Trials, separate. *See* [Separate trials](#)

Trust, deed of, [24-5](#)

to secure assumption, [24-7](#)

to secure owelty of partition, [24-10](#)

Trust agreement for jointly owned property after divorce, [24-19](#)

Trustee, additional cause of action vs. third party, [3-44](#)

U

UCCJEA. *See also* [Child custody](#)

petition to modify out-of-state order, [43-1](#)

respondent's answer, special appearance, plea to the jurisdiction, and request for court to decline jurisdiction, [43-2](#)

UIFSA

affidavit in support of nondisclosure of information, [43-15](#)

income withholding for support, *see* [9-3](#)

information for registration of support order, [43-12](#), [43-27](#)

letter to register support order, [43-11](#), [43-26](#)

notice

of lien, [43-24](#)

of registration of support order, [43-13](#), [43-28](#)

variations in standard pleadings and orders, [43-25](#)

Unsworn declarations, jurats for, [8-27](#)

Utility deposits, assignment of, [24-15](#)

V

Verdict, directed, motion for, [19-18](#)

order on, [19-19](#)

Visitation provisions for religious holidays, [56-16](#)

Voiding of marriage. *See* [Suit to declare marriage void](#)

W

Waiver

of citation, [3-13](#), [62-3](#)

and consent to adoption, [53-18](#)

letter to opposing party enclosing, [3-12](#)

of disclosure of financial information

for partition or exchange agreement, [63-5](#)

for premarital agreement, [63-2](#)

of interest in child, affidavit of, [53-1](#)

revocation of, [53-7](#)

of service of citation, [3-13](#), [45-3](#), [54-22](#), [62-3](#)

Withdrawal

of counsel, motion for, [8-4](#)

order on, [8-5](#)

of documents/exhibits, motion for, [26-22](#)

order on, [26-23](#)

as guardian ad litem, motion for, [13-13](#)

order on, [13-14](#)

Withholding from earnings. *See* [Child support](#); [Spousal maintenance](#)

Writ authorizing entry and property retrieval, [64-4](#)

application for, [64-1](#)

order for issuance of, [64-3](#)

temporary ex parte, [64-2](#)

Writ of attachment, physical possession of child, [36-3](#)

Writ of income withholding (judicial). *See also* [Child support](#); [Spousal maintenance](#)

for child support, [9-3](#)

applicability of, employer's motion/request for hearing on, [9-7](#)

issuance of, request for, [9-2](#)

revised (agreed), [9-11](#)

voluntary withholding, [9-10](#)

notice of application for, [9-4](#)

order terminating/modifying, [9-13](#)

petition to terminate/modify, [9-12](#)

stay issuance and delivery of, motion to, [9-5](#)

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

for child support—*continued*
to subsequent employer
filing letter, [9-8](#)
filing letter for postal return receipt, [9-9](#)
for spousal maintenance, [32-11](#)
applicability of, employer's motion for hearing
on, [32-15](#)
issuance of, request for, [32-14](#)

voluntary withholding, [32-16](#)
notice of application for, [32-12](#)
order terminating/modifying, [32-18](#)
petition to terminate/modify, [32-17](#)
stay issuance and delivery of, motion to, [32-13](#)

**Wrongful interference with existing contract,
additional cause of action vs. spouse, [3-36](#)**

[All references in this subject index are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

List of Forms by Title

[All references in this list are to form numbers.]

A

Acknowledgment of Receipt, [53-6](#)

Addendum to Qualified Domestic Relations Order, [25-6](#)

Additional Provisions for Religious Holidays, [56-16](#)

Additional Provisions for Long-Distance Access and Visitation, [56-15](#)

Ad Litem's Written Interrogatories, [13-15](#)

ADR Protective Order, [18-2](#)

Affidavit Concerning Cost and Necessity of Services, [6-53](#)

Affidavit Concerning Interstate Compact, [53-25](#)

Affidavit Contradicting Homestead Affidavit as Release of Child Support Lien, [33-38](#)

Affidavit Controverting Motion to Transfer, [42-2](#)

Affidavit for Business Records, [5-30](#)

Affidavit for Citation by Publication, [53-11](#)

Affidavit for UCCJEA Information, [56-1](#)

Affidavit in Support of Citation by Publication [by Birth Mother], [53-12](#)

Affidavit in Support of Method of Alternative Service [Rule 106], [8-20](#)

Affidavit in Support of Motion for Other Substituted Service, [8-23](#)

Affidavit in Support of Nondisclosure of Information in Exceptional Circumstances [UIFSA], [43-15](#)

Affidavit in Support of Possession or Access by Grandparent, [44-3](#)

Affidavit of Attempted Personal Service, [8-19](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Affidavit of Due Diligence, [53-17](#)

Affidavit of Waiver of Interest in Child, [53-1](#)

Affidavit Regarding Military Service, [19-23](#)

Affidavit to Prove Up Agreed Final Decree of Divorce, [23-10](#)

Agreed Order of Referral to Arbitration, [18-35](#)

Agreed Order on Motion for Discovery Control Plan, [5-2](#)

Agreement Incident to Divorce, [23-6](#)

Agreement to Convert Separate Property to Community Property, [63-8](#)

Allocation of Parental Rights and Duties, [18-16](#)

Amendment to Collaborative Law Participation Agreement, [15-13](#)

Amicus Attorney's Original Answer in Suit Affecting the Parent-Child Relationship, [13-9](#)

Amicus Attorney's Written Interrogatories, [13-15](#)

An Application for a Protective Order, [17-1](#)

Answer to Motion for Enforcement of Child Support Order, [33-5](#)

Answer to Motion for Enforcement of Possession or Access, [34-5](#)

Answer to Motion for Enforcement of Protective Order, [17-17](#)

Answer to Petition for Enforcement of Property Division by Contempt, [31-6](#)

Answer to Petition for Enforcement of Spousal Maintenance, [32-2](#)

Answers to Interrogatories, [5-42](#)

Appearance Bond, [35-15](#)

Appearance of Co-Counsel, [3-11](#)

Application for a New Birth Certificate Based on Parentage, [54-10](#)

Application for Copy of Driver Record, [6-4](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Application for Social Security Card, [6-2](#)

Application for Texas Title and/or Registration, [24-2](#)

Application for Writ Authorizing Entry and Property Retrieval, [64-1](#)

Application to Enjoin Further Proceedings in Subsequent Suit, [3-7](#)

Appointment of Attorney Ad Litem after Citation by Publication, [13-1](#), [53-14](#)

Appointment of Attorney Ad Litem after Citation by Substituted Service, [13-1](#)

Appointment of Guardian Ad Litem and/or Attorney[s] Ad Litem and/or Amicus Attorney, [53-10](#)

Arbitration Decision and Award, [18-41](#)

Arbitrator's Fees and Disbursements Agreement, [18-37](#)

Arbitrator's Initial Letter, [18-36](#)

Assault, [3-31](#)

Assignment of Interest, [24-16](#)

Assignment of Interest in Individual Retirement Account, [25-41](#)

Assignment of Utility Deposits, [24-15](#)

Attorney Ad Litem's Original Answer in Suit Affecting the Parent-Child Relationship, [13-9](#)

Attorney's Certificate of Respondent's Last Known Mailing Address, [23-5](#)

Authorization Agreement for Adult Caregiver, [46-1](#)

Authorization to Disclose Protected Health Information, [5-32](#), [6-34](#)

C

Capias, [35-3](#)

Cause of Action Alleging Third-Party Corporation to Be Alter Ego of Respondent, [3-39](#)

Certificate of Adoption, [53-28](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Certificate of Custody, [35-12](#)

Certificate of Finality of Court Order, [25-33](#)

Change of Address, [24-31](#)

Checklist for Arbitrator and Attorneys, [18-40](#)

Checklist of Other Possible Parenting Plan Provisions, [16-2](#)

Civil Conspiracy, [3-45](#)

Client Document Checklist for Divorce, [2-8](#)

Client Information, [2-6](#)

Client Information—Additional Jurisdictional Information, [2-7](#)

Client’s Receipt for File, [8-6](#)

Collaborative Law One-Year Status Report, [15-8](#)

Collaborative Law Participation Agreement, [15-3](#)

Collaborative Law Retainer Letter to Client, [15-1](#)

Collaborative Law Settlement Agreement, [15-12](#)

Collaborative Law Six-Month Status Report, [15-7](#)

Community Interest Special Warranty Deed, [63-10](#)

Confidentiality Order, [5-8](#)

Consent by Adult to Be Adopted, [60-2](#)

Consent by Child to Adoption, [53-19](#)

Consent for Child[ren] to Travel Outside the United States, [56-14](#)

Consulting Expert’s Participation Agreement, [15-4](#)

Conversion, [3-32](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

D

Declaration for Business Records, [5-31](#)

Declaration to Prove Up Agreed Final Decree of Divorce, [23-11](#)

Declaratory Judgment, [61-16](#)

Decree Declaring Marriage Void, [62-8](#)

Decree of Annulment, [62-5](#)

Deed of Trust, [24-5](#)

Deed of Trust to Secure Assumption [with Maturity Date], [24-37](#)

Deed of Trust to Secure Assumption [without Maturity Date], [24-7](#)

Deed of Trust to Secure Owelty of Partition, [24-10](#)

Deed without Warranty, [24-8](#)

Defenses to Additional Causes of Action, [3-46](#)

Designation of Attorney in Charge, [8-1](#)

Designation of Clerk's Record, [26-21](#)

Disputed Issues Checklist, [18-13](#)

Disputed Issues Checklist [Basic], [18-12](#)

Domestic Relations Order Dividing Retirement Plan Benefits [Teacher Retirement System of Texas—Active Member], [25-13](#)

Domestic Relations Order Dividing Retirement Plan Benefits [Teacher Retirement System of Texas—Retiree], [25-14](#)

E

Employer's Motion for Hearing on Applicability of [Order/Writ] [Spousal Maintenance], [32-15](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Employer's [Motion/Request] for Hearing on Applicability of Income Withholding for Support, [9-7](#)

Employment Contract, [2-2](#)

Enforcement Order, [31-4](#)

Entry of Appearance, [8-1](#)

Ethical Guidelines for Mediators, [18-15](#)

Exceptions and Objections to Report of Master in Chancery, [8-38](#)

Expense Report of [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney], [13-12](#)

F

Family Law Arbitration Agreement, [18-38](#)

Family Law Arbitration Rules, [18-39](#)

Father's Affidavit for Voluntary Relinquishment of Parental Rights [Nonagency], [53-3](#)

Father's Affidavit for Voluntary Relinquishment of Parental Rights to Licensed Child-Placing Agency, [53-5](#)

Filing Letter for Income Withholding for Support to Subsequent Employer (Judicial Writ of Withholding), [9-8](#)

Filing Letter for Postal Return Receipt for Income Withholding for Support Delivered to Subsequent Employer
(Judicial Writ of Withholding), [9-9](#)

Final Decree of Divorce, [23-1](#)

Final Order of Adoption of Adult, [60-6](#)

Final Protective Order, [17-3](#)

Financial Information Statement [for Hearings on Temporary Orders and Final Divorce], [4-2](#)

Financing Statement (UCC1), [24-24](#)

Findings of Fact and Conclusions of Law, [26-13](#)

Fraud, [3-32](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

G

Guardian Ad Litem's Original Answer in Suit Affecting the Parent-Child Relationship, [13-9](#)

H

Health, Social, Educational, and Genetic History Report, [53-22](#)

Homestead Affidavit as Release of Child Support Lien, [33-37](#)

I

Income Withholding for Support, [9-3](#)

Informal Settlement Agreement, [18-51](#)

Informal Settlement Agreement [Short Form], [18-52](#)

Information Cover Sheet, [53-24](#)

Information for Initial Consultation, [2-1](#)

Information on Suit Affecting the Family Relationship, [56-18](#)

Information Required to Evaluate Rights of Reimbursement, [7-4](#)

Inquiry on Court of Continuing Jurisdiction for a Child, [6-1](#)

Instructions for Preparation of Marital Property Inventory Worksheet, [7-2](#)

Intentional Infliction of Emotional Distress, [3-31](#)

Interference with Custody, [3-37](#)

Interstate Compact Placement Request, [53-26](#)

Interstate Compact Placement Status Report, [53-27](#)

Invasion of Privacy by Unlawful Interception of Oral or Electronic Communication, [3-34](#)

Inventory and Appraisement, [7-1](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Irrevocable Bond Power, [24-17](#)

Irrevocable Stock Power, [24-17](#)

J

Joint Motion for ADR Protective Order, [18-1](#)

Joint Motion for Continuance, [15-9](#)

Joint Motion for Referral to Arbitration, [18-34](#)

Judgment for Balance of Deceased Obligor's Child Support Obligation [and for Arrearage Accrued before Death], [9-20](#)

Judgment for Child Support Arrearage, [33-22](#)

Judicial Approval for Abortion without Parental Notification and Consent, [14-1](#)

Jurats for Unsworn Declarations, [8-27](#)

L

Letter Forwarding Court [Decree/Order] Dividing Railroad Retirement, [25-24](#)

Letter Forwarding Court Order Acceptable for Processing [Civil Service Retirement System or Federal Employees Retirement System], [25-22](#)

Letter of Inquiry—Airplane, [6-8](#)

Letter of Inquiry and Notice of TRO/Injunction—Group Health/Dental Insurance, [6-21](#)

Letter of Inquiry—Assumed Name Filings, [6-15](#)

Letter of Inquiry—Boat, [6-7](#)

Letter of Inquiry—Business Interests, [6-12](#)

Letter of Inquiry—Cattle, [6-14](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Letter of Inquiry—Creditor, [6-11](#)

Letter of Inquiry—Deeds (County Clerk), [6-9](#)

Letter of Inquiry—Financial Accounts, [6-18](#)

Letter of Inquiry—Financial Statement/U.C.C. Filings (County), [6-17](#)

Letter of Inquiry—Financial Statement/U.C.C. Filings (State), [6-16](#)

Letter of Inquiry—Health/Dental Coverage, [6-20](#)

Letter of Inquiry—Life Insurance, [6-19](#)

Letter of Inquiry—Motor Vehicle, [6-6](#)

Letter of Inquiry—Patents, [6-13](#)

Letter of Inquiry—Property Tax Rolls, [6-10](#)

Letter Regarding Sealing of Identifying Information, [17-10](#)

Letter Regarding to Whom Protective Order Should Be Delivered, [17-9](#)

Letter Requesting Retirement Benefits Be Frozen, [25-42](#)

Letter to Client Advising against Settlement, [2-5](#)

Letter to Client at Conclusion of Representation, [24-34](#)

Letter to Client Before Mediation, [2-21](#)

Letter to Client Confirming Request to Take No Action on Case, [2-4](#)

Letter to Client Regarding Alternatives for Preparation of Real Estate Closing Documents, [24-33](#)

Letter to Client Regarding Changing Beneficiary and Fiduciary Designations, [24-35](#)

Letter to Client Regarding Firearms, [2-17](#)

Letter to Client Regarding Inadvertent Agreements, [2-18](#)

Letter to Client Regarding Initial Disclosure Requirements, [2-19](#)

Letter to Client Regarding Notice of Dismissal for Want of Prosecution, [8-71](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Letter to Client Regarding Settlement Discussions with Spouse, [2-16](#)

Letter to Client Regarding Spoliation of Evidence, [2-20](#)

Letter to Client's Spouse Inviting Collaboration, [15-2](#)

Letter to Creditor—Closing Account, [6-31](#)

Letter to Creditor—Requesting Forbearance, [6-32](#)

Letter to DPS Requesting Criminal History Record Information, [53-21](#)

Letter to Financial Institution [Notice of Levy], [33-36](#)

Letter to Financial Institution [Notice of Lien], [33-34](#)

Letter to Group Health Insurance Plan—Notice of Severance of the Family Relationship, [24-28](#)

Letter to Group Health Insurance Plan—Request for Continued Coverage, [24-29](#)

Letter to Health or Dental Insurance Company—Request for Certificate of Coverage, [24-27](#)

Letter to Insurance Company Requesting Change-of-Beneficiary Forms, [24-25](#)

Letter to Landlord Terminating Lease Early—Family Violence, [17-15](#)

Letter to Life Insurance Company—Status of Policy, [24-26](#)

Letter to Mortgage Company—Assignment of Escrow Funds, [24-14](#)

Letter to Nonparty Requesting Execution of Affidavit or Declaration for Business Records, [5-95](#)

Letter to Opposing Party Enclosing Waiver of Service, [3-12](#)

Letter to Opposing Party to Give Notice of Filing for Divorce, [3-8](#)

Letter to Plan Administrator [Private Plan—ERISA], [25-1](#)

Letter to Prospective Client Declining Employment, [2-3](#)

Letter to Register Foreign Child Custody Determination, [43-3](#)

Letter to Register Foreign Support Order under Uniform Interstate Family Support Act, Subchapter H, [43-26](#)

Letter to Register Support Order under Uniform Interstate Family Support Act, Subchapter G, [43-11](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Letter to Uniformed Service—Request for Direct Payments of Military Retirement Benefits, [25-32](#)

Letter to Uniformed Service—Request for Former Spouse Survivor Benefit Plan Beneficiary Designation, [25-34](#)

Limited Power of Attorney for Eligible Motor Vehicle Transactions, [24-1](#)

Lis Pendens by Receiver, [8-48](#)

M

Mail Application for Birth Record, [53-34](#)

Marital Property Inventory Worksheet, [7-3](#)

Mediated Settlement Agreement, [18-17](#)

Mediated Settlement Agreement [Short Form], [18-18](#)

Medical History Report, [53-23](#)

Military Retirement Pension Division Order, [25-31](#)

Mineral Deed, [24-11](#)

Minor's Restricted Driver License Application, [61-8](#)

Mother's Affidavit for Voluntary Relinquishment of Parental Rights [Nonagency], [53-2](#)

Mother's Affidavit for Voluntary Relinquishment of Parental Rights to Licensed Child-Placing Agency, [53-4](#)

Motion for Additional Deposit to Secure Fees, [13-10](#)

Motion for ADR Protective Order, [18-1](#)

Motion for Alternative Service [Rule 106], [8-18](#)

Motion for Appointment of Amicus Attorney, [13-5](#)

Motion for Appointment of Attorney Ad Litem, [13-5](#)

Motion for Appointment of Auditor, [8-41](#)

Motion for Appointment of Guardian Ad Litem, [13-5](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Motion for Appointment of Master in Chancery, [8-36](#)

Motion for Appointment of Parenting Coordinator, [16-11](#)

Motion for Appointment of Parenting Facilitator, [16-11](#)

Motion for Appointment of Receiver [Business], [8-45](#)

Motion for Appointment of Receiver [Real Property], [8-43](#)

Motion for Child Custody Evaluation, [56-20](#)

Motion for Clarification of Child Support Order, [33-1](#)

Motion for Clarification of Prior Order for Possession or Access, [34-1](#)

Motion for Confidentiality Order, [5-7](#)

Motion for Continuance, [19-4](#)

Motion for Counseling, [4-7](#)

Motion for Directed Verdict, [19-18](#)

Motion for Discovery Control Plan, [5-1](#)

Motion for Drug Screening, [56-9](#)

Motion for Enforcement of Child Support Order and Order to Appear, [33-3](#)

Motion for Enforcement of Possession or Access and Order to Appear, [34-3](#)

Motion for Enforcement of Protective Order and Order to Appear, [17-16](#)

Motion for Entry upon Property [to Nonparty], [5-39](#)

Motion for Forfeiture of Security for Failure to Comply with Order, [33-26](#)

Motion for Forfeiture of Security for Failure to Comply with Order Granting Possession of and Access to [a]
Child[ren], [34-23](#)

Motion for Genetic Testing, [54-4](#)

Motion for Judge to Confer with Child, [19-7](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Motion for Judgment Non Obstante Veredicto, [19-20](#)

Motion for Judgment Nunc Pro Tunc, [26-15](#)

Motion for Mediation, [18-3](#)

Motion for Mental Examination, [5-83](#)

Motion for New Trial, [26-5](#)

Motion for Order Approving Execution of Authorization Agreement[s] for Adult Caregiver, [46-2](#)

Motion for Order to Obtain Protected Health Information, [5-33](#)

Motion for Other Substituted Service [Rule 109a], [8-22](#)

Motion for Physical Examination, [5-83](#)

Motion for Preferential Setting, [19-3](#)

Motion for Pretrial Conference, [19-1](#)

Motion for Protective Order, [5-5](#)

Motion for Reduction of Expert's Report to Tangible Form, [5-81](#)

Motion for Referral, [8-15](#)

Motion for Rendition of Decree as Recommended by Master in Chancery, [8-40](#)

Motion for Renewal of Temporary Authorization for Care of Child, [46-13](#)

Motion for Sanctions, [5-91](#)

Motion for Sanctions for Failure to Attend Parent Education and Family Stabilization Course, [56-7](#)

Motion for Security for Compliance with Order Granting Possession of and Access to a Child, [34-21](#)

Motion for Security for Payment of Child Support, [33-24](#)

Motion for Separate Peremptory Challenges, [19-11](#)

Motion for Separate Trials, [8-34](#)

Motion for Severance, [8-30](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Motion for Special Instructions to Jury Panel, [19-14](#)

Motion for Substitution of Counsel, [8-2](#)

Motion for Temporary Orders [Divorce], [4-1](#)

Motion for Temporary Orders [Parentage Suit], [54-7](#)

Motion for Temporary Orders Pending Appeal, [26-7](#)

Motion for Termination of Temporary Authorization for Care of Child, [46-15](#)

Motion for Use of Emergency Procedures, [8-81](#)

Motion for Waiver of Prohibition against Remarriage, [23-8](#)

Motion for Withdrawal of Counsel, [8-4](#)

Motion in Limine, [19-12](#)

Motion of Child Custody Evaluator to Be Removed, [56-26](#)

Motion of Parenting Coordinator to Be Removed, [16-21](#)

Motion of Parenting Facilitator to Be Removed, [16-21](#)

Motion Regarding Possession and Transfer of Child[ren]’s Passport[s], [56-11](#)

Motion to Amend Citation, [8-25](#)

Motion to Authorize Presence of Qualified [Facility/Therapy] Dog, [8-60](#)

Motion to Cancel Lis Pendens, [6-43](#)

Motion to Compel Arbitration, [18-31](#)

Motion to Compel Discovery, [5-91](#)

Motion to Compel Discovery and for Sanctions, [5-91](#)

Motion to Confirm Child Support Arrearage, [33-21](#)

Motion to Confirm Spousal Maintenance Arrearage, [32-19](#)

Motion to Consolidate, [8-32](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Motion to Deny Relief in Suit to Modify Parent-Child Relationship, [41-5](#)

Motion to Deny Relief Requested in Motion for Temporary Order [SAPCR Modification], [41-11](#)

Motion to Determine Sufficiency of Answers or Objections to Request for Admissions, [5-65](#)

Motion to Dismiss [Adoption—Revocation of Statement to Confer Standing], [53-32](#)

Motion to Dismiss [Modification Based on Military Service], [45-7](#)

Motion to Dismiss for Lack of Jurisdiction, [42-5](#)

Motion to Disqualify Attorney, [8-7](#)

Motion to Disqualify Judge, [8-11](#)

Motion to Enforce Withholding from Earnings, [33-31](#)

Motion to Equalize Peremptory Challenges, [19-10](#)

Motion to Exclude Expert Witness, [8-58](#)

Motion to Expunge Lis Pendens, [6-45](#)

Motion to Extend Temporary Orders, [4-6](#)

Motion to Extend Temporary Restraining Order, [3-5](#)

Motion to Modify, Correct, or Reform Judgment, [26-17](#)

Motion to Modify Discovery Control Plan, [5-3](#)

Motion to Modify Protective Order, [17-13](#)

Motion to Modify Temporary Orders, [4-5](#)

Motion to Order Parties to Attend Parent Education and Family Stabilization Course, [56-5](#)

Motion to Recuse Judge, [8-10](#)

Motion to Reinstate Case on Docket, [8-74](#)

Motion to Remove Child Custody Evaluator, [56-25](#)

Motion to Remove Parenting Coordinator, [16-20](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Motion to Remove Parenting Facilitator, [16-20](#)

Motion to Require Transcription of Deposition Recording, [5-73](#)

Motion to Retain Case on Docket, [8-72](#)

Motion to Review Protective Order, [17-7](#)

Motion to Revoke Stay of Suspension of License and Order to Appear, [33-56](#), [34-36](#)

Motion to Revoke Suspension of Commitment and Order to Appear [Child Support], [33-7](#)

Motion to Revoke Suspension of Commitment and Order to Appear [Possession and Access], [34-7](#)

Motion to Revoke Suspension of Commitment and Order to Appear [Property Division], [31-8](#)

Motion to Revoke Suspension of Commitment and Order to Appear [Spousal Maintenance], [32-4](#)

Motion to Seal Court Records, [26-24](#)

Motion to Set Aside Default Judgment, [26-1](#)

Motion to Set Aside Default Judgment after Service by Publication, [26-2](#)

Motion to Set Aside Default Judgment Because of Military Service, [26-3](#)

Motion to Show Authority, [8-9](#)

Motion to Sign Decree of Divorce, [23-3](#)

Motion to Sign Temporary Orders, [4-4](#)

Motion to Stay Issuance and Delivery of Income Withholding for Support (Judicial Writ of Withholding), [9-5](#)

Motion to Stay Issuance and Delivery of [Order/Writ] of Income Withholding for Spousal Maintenance, [32-13](#)

Motion to Stay Order Suspending License, [33-58](#), [34-38](#)

Motion to Stay Suspension of License and Request for Hearing, [33-53](#), [34-33](#)

Motion to Strike Evidentiary Facts from Pleadings, [3-17](#)

Motion to Take Judicial Notice, [8-28](#)

Motion to Transfer, [42-1](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Motion to Transfer Protective Order, [17-5](#)

Motion to Vacate Arbitration Award, [18-44](#)

Motion to Vacate Order Suspending License, [33-58](#), [34-38](#)

Motion to Vacate Protective Order, [17-11](#)

Motion to Waive Attendance by Adult to Be Adopted, [60-4](#)

Motion to Waive Attendance by Petitioner in Suit to Adopt Adult, [60-3](#)

Motion to Withdraw as Guardian Ad Litem, [13-13](#)

Motion to Withdraw [Exhibits/Documents], [26-22](#)

Motion to Withdraw or Amend Admissions, [5-63](#)

N

National Medical Support Notice, [9-1](#)

Neutral Allied Professional's Participation Agreement, [15-5](#)

Nonmarital Cohabitation Agreement, [63-1](#)

Nonmilitary Affidavit, [19-23](#)

Note [Secured by Security Agreement], [24-22](#)

Notice by Mail under Section 157.065, Texas Family Code, [33-4](#), [34-4](#)

Notice by Publication, [53-13](#)

Notice for Production or Inspection, [5-25](#)

Notice Letter—Pension Claim, [6-52](#)

Notice of Appeal, [26-26](#)

Notice of Application for Income Withholding for Support (Judicial Writ of Withholding), [9-4](#)

Notice of Application for [Order/Writ] of Income Withholding for Spousal Maintenance, [32-12](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Notice of Birth, [54-24](#)

Notice of Child Support Lien, [33-33](#)

Notice of Collaborative Law Procedures, [15-6](#)

Notice of Current Address of Party, [2-15](#)

Notice of Filing of Business Records Affidavit, [5-96](#)

Notice of Filing of Petition for Suspension of License, [33-52](#), [34-32](#)

Notice of Hearing for Temporary Orders and Order to Appear [Divorce], [3-4](#)

Notice of Hearing for Temporary Orders and Order to Appear [Modification], [41-8](#)

Notice of Hearing for Temporary Orders and Order to Appear [Modification Based on Military Duty], [45-4](#)

Notice of Hearing for Temporary Orders and Order to Appear [Original SAPCR], [40-4](#)

Notice of Hearing on Motion to Transfer, [42-3](#)

Notice of Intent for Child[ren] to Travel Outside the United States, [56-13](#)

Notice of Intent to Refer Dispute to Mediation, [18-4](#)

Notice of Intent to Take Deposition on Written Questions, [5-75](#)

Notice of Intent to Take Oral Deposition, [5-71](#)

Notice of Judgment, [24-36](#)

Notice of Levy to Financial Institution, [33-35](#)

Notice of Lien [UIFSA], [43-24](#)

Notice of Lis Pendens, [6-41](#)

Notice of Mediation Setting, [18-11](#)

Notice of Nonsuit, [3-9](#)

Notice of Past-Due Findings of Fact and Conclusions of Law, [26-12](#)

Notice of Recording Deposition [Stenographically/by Video Recording/by Audio Recording], [5-72](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Notice of Registration of Foreign Child Custody Determination, [43-5](#)

Notice of Registration of [Foreign] Support Order [UIFSA, subch. G], [43-13](#)

Notice of Registration of Foreign Support Order [UIFSA, subch. H], [43-28](#)

Notice of Settlement, [15-11](#)

Notice of Termination of Collaborative Law Procedures, [15-10](#)

Notice That Documents Will Be Used at Trial, [5-36](#)

O

Oath of Receiver, [8-47](#)

Objection to Appointment of Parenting Coordinator, [16-13](#)

Objection to Appointment of Parenting Facilitator, [16-13](#)

Objection to Appointment of Parenting Coordinator Based on Family Violence, [16-15](#)

Objection to Appointment of Parenting Facilitator Based on Family Violence, [16-15](#)

Objection to Assigned Judge, [8-14](#)

Objection to Motion for Child Custody Evaluation, [56-22](#)

Objection to Referral of Final Trial to Associate Judge, [8-17](#)

Objection to Referral to Mediation, [18-5](#)

Objection to Referral to Mediation Based on Family Violence, [18-7](#)

Objections to Jury Charge, [19-17](#)

Operating Trust Agreement for Jointly Owned Property after Divorce, [24-19](#)

Order Adjudicating Parentage, [54-9](#)

Order Appointing Amicus Attorney, [13-8](#)

Order Appointing Amicus Attorney [Removal of Disabilities of Minority], [61-11](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Order Appointing Amicus Attorney to Represent Child [Parentage Suit], [54-6](#)

Order Appointing Attorney Ad Litem for Child[ren], [13-6](#)

Order Appointing Attorney Ad Litem for Incapacitated Person, [13-4](#)

Order Appointing Attorney Ad Litem [Removal of Disabilities of Minority], [61-11](#)

Order Appointing Attorney Ad Litem to Represent Child [Parentage Suit], [54-6](#)

Order Appointing Evaluator to Perform Adoption Evaluation, [53-31](#)

Order Appointing Guardian Ad Litem, [13-7](#)

Order Appointing Guardian Ad Litem to Represent Child [Parentage Suit], [54-6](#)

Order Appointing Parenting Coordinator, [16-18](#)

Order Appointing Parenting Facilitator, [16-19](#)

Order Approving Final Account and Discharging Receiver, [8-57](#)

Order Approving Sale by Receiver, [8-53](#)

Order Authorizing Receiver to List Property with [Business/Real Estate] Broker, [8-51](#)

Order Clarifying Protective Order, [17-18](#)

Order Concerning Court-Appointed Mediator, [18-20](#)

Order Concerning Fee for Court-Appointed Arbitrator, [18-43](#)

Order Confirming Parentage under Validated Gestational Agreement, [54-25](#)

Order Confirming Sale of [Real Property/Business], [8-55](#)

Order Declaring Authorization Agreement for Adult Caregiver Void, [46-6](#)

Order Denying Relief in Suit to Modify, [41-6](#)

Order Denying Relief Requested in Motion for Temporary Order [SAPCR Modification], [41-12](#)

Order Denying Termination [Nongenetic Father], [50-6](#)

Order Dividing Federal Civil Service Retirement System Benefits, [25-21](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Order Dividing Federal Employees Retirement System Benefits, [25-21](#)

Order Dividing Railroad Retirement Benefits, [25-23](#)

Order Enforcing Withholding from Earnings, [33-32](#)

Order for Additional Periods of Possession or Access, [45-10](#)

Order for Capias [and Setting of Bond], [35-2](#)

Order for Child Custody Evaluation, [56-24](#)

Order for Deposit of Additional Fees, [13-11](#)

Order for Forfeiture of Security for Failure to Comply with Order, [33-27](#)

Order for Forfeiture of Security for Failure to Comply with Order Granting Possession, [34-24](#)

Order for Genetic Testing [Parentage], [54-5](#)

Order for Genetic Testing [Termination for Nongenetic Father], [50-5](#)

Order for Issuance of Temporary Ex Parte Writ Authorizing Entry and Property Retrieval, [64-2](#)

Order for Issuance of Warrant to Take Physical Custody of Child, [36-25](#)

Order for Issuance of Writ Authorizing Entry and Property Retrieval, [64-3](#)

Order for Issuance of Writ of Attachment, [36-2](#)

Order for Issuance of Writ of Habeas Corpus for Child[ren], [36-13](#)

Order for Renewal of Temporary Authorization for Care of Child, [46-14](#)

Order for Security for Compliance with Order Granting Possession of and Access to a Child, [34-22](#)

Order for Security for Payment of Child Support, [33-25](#)

Order for Support of Disabled Child, [9-15](#)

Order for Temporary Authorization for Care of Child, [46-12](#)

Order for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child, [46-22](#)

Order for Termination of Temporary Authorization for Care of Child, [46-16](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Order for Withholding from Earnings for Child Support, *see in* [23-1](#)

Order Granting Adoption, [51-2](#)

Order Granting Approval to Execute Authorization Agreement[s] for Adult Caregiver, [46-3](#)

Order Granting Change of Name of Adult, [61-5](#)

Order Granting Change of Name of Child, [61-7](#)

Order Granting Dismissal [Modification Based on Military Duty], [45-8](#)

Order Granting Grandparent Possession or Access, [44-4](#)

Order Granting Nonsuit, [3-10](#)

Order Granting Sibling Access, [44-6](#)

Order Granting Writ of Habeas Corpus [to Release Adult], [35-13](#)

Order Holding Respondent in Contempt and for Commitment to County Jail (Possession or Access), [34-9](#)

Order Holding Respondent in Contempt and for Commitment to County Jail (Property Division), [31-10](#)

Order Holding Respondent in Contempt and for Commitment to County Jail (Spousal Maintenance), [32-6](#)

Order Holding Respondent in Contempt for Failure to Pay Child Support, Granting Judgment, and for
Commitment to County Jail, [33-9](#)

Order Holding Respondent in Contempt for Failure to Pay Child Support, Granting Judgment for Arrearages,
and Suspending Commitment, [33-6](#)

Order Holding Respondent in Contempt for Violating Protective Order, [17-18](#)

Order in Suit Affecting the Parent-Child Relationship, [40-6](#)

Order in Suit Affecting the Parent-Child Relationship Seeking Prevention of International Parental Child
Abduction, [55-2](#)

Order in Suit to Modify for Sibling Access, [44-8](#)

Order in Suit to Modify Parent-Child Relationship, [41-10](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Order in Suit to Modify Spousal Maintenance, [41-23](#)

Order Modifying [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for Withholding],
[9-13](#)

Order Modifying [Order/Writ] of Income Withholding for Spousal Maintenance, [32-18](#)

Order of Dismissal [Adoption—Revocation of Statement to Confer Standing], [53-33](#)

Order of Dismissal [Lack of Jurisdiction], [42-6](#)

Order of Dismissal [Termination—Nongenetic Father], [50-4](#)

Order of Enforcement by Contempt and Suspension of Commitment (Possession or Access), [34-6](#)

Order of Enforcement by Contempt and Suspension of Commitment (Property Division), [31-7](#)

Order of Enforcement by Contempt and Suspension of Commitment (Spousal Maintenance), [32-3](#)

Order of Income Withholding for Spousal Maintenance, [32-11](#)

Order of Reference on Appointment of Master in Chancery, [8-37](#)

Order of Referral, [8-16](#)

Order of Referral to Mediation, [18-10](#)

Order of Termination, [50-2](#)

Order of Termination [Nongenetic Father], [50-6](#)

Order on Motion for Alternative Service [Rule 106], [8-21](#)

Order on Motion for Appointment of Auditor, [8-42](#)

Order on Motion for Appointment of Receiver [Business], [8-46](#)

Order on Motion for Appointment of Receiver [Real Property], [8-44](#)

Order on Motion for Clarification of Child Support Order, [33-2](#)

Order on Motion for Clarification of Prior Order for Possession or Access, [34-2](#)

Order on Motion for Continuance, [19-5](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Order on Motion for Counseling, [4-8](#)

Order on Motion for Directed Verdict, [19-19](#)

Order on Motion for Drug Screening, [56-10](#)

Order on Motion for Entry upon Property, [5-40](#)

Order on Motion for Judge to Confer with Child, [19-8](#)

Order on Motion for Judgment Non Obstante Veredicto, [19-21](#)

Order on Motion for Judgment Nunc Pro Tunc, [26-16](#)

Order on Motion for Mental Examination, [5-84](#)

Order on Motion for New Trial, [26-6](#)

Order on Motion for Order to Obtain Protected Health Information, [5-34](#)

Order on Motion for Other Substituted Service [Rule 109a], [8-24](#)

Order on Motion for Physical Examination, [5-84](#)

Order on Motion for Protective Order, [5-6](#)

Order on Motion for Reduction of Expert's Report to Tangible Form, [5-82](#)

Order on Motion for Sanctions, [5-92](#)

Order on Motion for Sanctions for Failure to Attend Parent Education and Family Stabilization Course, [56-8](#)

Order on Motion for Separate Trials, [8-35](#)

Order on Motion for Severance, [8-31](#)

Order on Motion for Special Instructions to Jury Panel, [19-15](#)

Order on Motion for Substitution of Counsel, [8-3](#)

Order on Motion for Temporary Orders Pending Appeal, [26-8](#)

Order on Motion for Use of Emergency Procedures, [8-82](#)

Order on Motion for Waiver of Prohibition against Remarriage, [23-9](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Order on Motion for Withdrawal of Counsel, [8-5](#)

Order on Motion in Limine, [19-13](#)

Order on Motion to Amend Citation, [8-26](#)

Order on Motion to Authorize Presence of Qualified [Facility/Therapy] Dog, [8-61](#)

Order on Motion to Cancel Lis Pendens, [6-44](#)

Order on Motion to Compel Arbitration, [18-33](#)

Order on Motion to Compel Discovery, [5-92](#)

Order on Motion to Compel Discovery and for Sanctions, [5-92](#)

Order on Motion to Confirm Arrearage of Spousal Maintenance, [32-20](#)

Order on Motion to Consolidate, [8-33](#)

Order on Motion to Determine Sufficiency of Answers or Objections to Request for Admissions, [5-66](#)

Order on Motion to Disqualify Attorney, [8-8](#)

Order on Motion to Disqualify Judge [after Hearing], [8-13](#)

Order on Motion to Exclude Expert Witness, [8-59](#)

Order on Motion to Expunge Lis Pendens, [6-46](#)

Order on Motion to Extend Temporary Restraining Order, [3-6](#)

Order on Motion to Modify, Correct, or Reform Judgment, [26-18](#)

Order on Motion to Modify Discovery Control Plan, [5-4](#)

Order on Motion to Modify Protective Order, [17-14](#)

Order on Motion to Order Parties to Attend Parent Education and Family Stabilization Course, [56-6](#)

Order on Petition to Recover Overpayment of Spousal Maintenance, [32-22](#)

Order on Motion to Recuse Judge [after Hearing], [8-13](#)

Order on Motion to Reinstate Case on Docket, [8-75](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Order on Motion to Require Transcription of Deposition Recording, [5-74](#)

Order on Motion to Retain Case on Docket and Pretrial Order, [8-73](#)

Order on Motion to Review Protective Order, [17-8](#)

Order on Motion to Revoke Stay of Suspension, [33-57](#), [34-37](#)

Order on Motion to Seal Court Records, [26-25](#)

Order on Motion to Set Aside Default Judgment, [26-4](#)

Order on Motion to Strike Evidentiary Facts from Pleadings, [3-18](#)

Order on Motion to Take Judicial Notice, [8-29](#)

Order on Motion to Vacate Protective Order, [17-12](#)

Order on Motion to Withdraw as Guardian Ad Litem, [13-14](#)

Order on Motion to Withdraw [Exhibits/Documents], [26-23](#)

Order on Motion to Withdraw or Amend Admissions, [5-64](#)

Order on Objection to Appointment of Parenting Coordinator, [16-14](#)

Order on Objection to Appointment of Parenting Coordinator Based on Family Violence, [16-17](#)

Order on Objection to Appointment of Parenting Facilitator, [16-14](#)

Order on Objection to Appointment of Parenting Facilitator Based on Family Violence, [16-17](#)

Order on Objection to Motion for Child Custody Evaluation, [56-23](#)

Order on Objection to Referral of Case to Mediation, [18-6](#)

Order on Objection to Referral to Mediation Based on Family Violence, [18-9](#)

Order on Petition for Clarification of Property Division, [31-2](#)

Order on Petition for Enforcement of Child Custody Determination, [36-27](#)

Order on Petition to Compel Arbitration, [18-33](#)

Order on Petition to Enforce Foreign Judgment, [31-22](#), [32-32](#), [33-72](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Order on Report of Master in Chancery, [8-39](#)

Order on Special Exceptions, [3-18](#)

Order Recognizing Foreign Order of Adoption and Granting Change of Name, [55-12](#)

Order Regarding Possession and Transfer of Child[ren]’s Passport[s], [56-12](#)

Order Removing Child Custody Evaluator, [56-27](#)

Order Removing Disabilities of Minority, [61-12](#)

Order Removing Parenting Coordinator, [16-22](#)

Order Removing Parenting Facilitator, [16-22](#)

Order Revoking Suspension and for Commitment to County Jail [Child Support], [33-8](#)

Order Revoking Suspension and for Commitment to County Jail [Possession and Access], [34-8](#)

Order Revoking Suspension and for Commitment to County Jail [Property Division], [31-9](#)

Order Revoking Suspension and for Commitment to County Jail [Spousal Maintenance], [32-5](#)

Order Staying Order Suspending License, [33-59](#), [34-39](#)

Order Suspending License [and Stay of Suspension], [33-55](#), [34-35](#)

Order Terminating [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for
Withholding], [9-13](#)

Order Terminating [Order/Writ] of Income Withholding for Spousal Maintenance, [32-18](#)

Order Terminating Parental Rights and Granting Adoption of Stepchild, [52-2](#)

Order to Appear, [36-22](#)

Order to Petitioner to Obtain Criminal History Record Information, [53-20](#)

Order to Recover Child Support Payments Made in Excess of Child Support Order, [9-17](#)

Order to Return Child[ren], [36-15](#)

Order to Separate Wireless Telephone Service Account, [17-21](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Order to [Sheriff/Chief of Police/Constable], [17-4](#)

Order to Withhold Income for Costs and Fees, [33-23](#)

Order Transferring Protective Order, [17-6](#)

Order Transferring Suit Affecting Parent-Child Relationship, [42-4](#)

Order Vacating Order Suspending License, [33-59](#), [34-39](#)

Order Validating Gestational Agreement, [54-23](#)

Order Voiding Authorization Agreement for Adult Caregiver, [46-6](#)

Order Waiving Attendance in Suit to Adopt Adult, [60-5](#)

Original Answer Filed by Attorney Ad Litem for Respondent Cited by Publication, [13-2](#), [53-15](#)

Original Answer Filed by Attorney Ad Litem for Respondent Cited by Substituted Service, [13-2](#)

Original Petition for Adoption of a Child, [51-1](#)

Original Petition for Bill of Review [for Fraud], [61-1](#)

Original Petition for Breach of Alimony Contract, [61-2](#)

Original Petition for Breach of Contract to Pay College Expenses, [61-3](#)

Original Petition for Change of Name of Adult, [61-4](#)

Original Petition for Change of Name of Child, [61-6](#)

Original Petition for Clarification of Qualified Domestic Relations Order, [25-43](#)

Original Petition for Divorce, [3-1](#)

Original Petition for Grandparent Possession or Access, [44-2](#)

Original Petition for Sibling Access, [44-5](#)

Original Petition for Interference with Possessory Interest in Child, [61-14](#)

Original Petition for Postdivorce Division of Property, [61-9](#)

Original Petition for Termination and Adoption of Stepchild, [52-1](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Original Petition in Suit Affecting the Parent-Child Relationship, [40-1](#)

Original Petition in Suit Affecting the Parent-Child Relationship Seeking Modification of Out-of-State Order
[UCCJEA], [43-1](#)

Original Petition in Suit Affecting the Parent-Child Relationship Seeking Prevention of International Parental
Child Abduction, [55-1](#)

Original Petition to Adopt an Adult, [60-1](#)

Original Petition to Annul Marriage, [62-2](#)

Original Petition to Declare Marriage Void, [62-6](#)

Original Petition to Enjoin Harassing Behavior, [61-13](#)

Original Petition to Enter [Postdivorce/Amended] Qualified Domestic Relations Order, [25-43](#)

Original Petition to Modify [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for
Withholding], [9-12](#)

Original Petition to Modify [Order/Writ] of Income Withholding for Spousal Maintenance, [32-17](#)

Original Petition to Recover Child Support Payments Made in Excess of Child Support Order, [9-16](#)

Original Petition to Recover Overpayment of Spousal Maintenance, [32-21](#)

Original Petition to Terminate [Income Withholding/Order/Notice to Withhold/Writ of Withholding/Order for
Withholding], [9-12](#)

Original Petition to Terminate [Order/Writ] of Income Withholding for Spousal Maintenance, [32-17](#)

Original Petition to Terminate Parent-Child Relationship, [50-1](#)

Original Petition to Terminate Parent-Child Relationship [Nongenetic Father], [50-3](#)

P

Parentage Action, [3-38](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Parent-Child Relationship Information Sheet (Texas Family Code § 105.006(a)), [56-19](#)

Parenting Coordination Services Information Sheet, [16-23](#)

Parenting Facilitation Services Information Sheet, [16-23](#)

Parent's Original Petition to Annul Underage Marriage, [62-1](#)

Partial Release of Child Support Lien, [33-40](#)

Partition or Exchange Agreement [Basic], [63-6](#)

Partition or Exchange Agreement [Complex], [63-7](#)

Pattern Interrogatories—Conservatorship, [5-45](#)

Pattern Interrogatories—General, [5-43](#)

Pattern Interrogatories—Modification of Child Support, [5-46](#)

Pattern Interrogatories—Modification of Conservatorship, [5-47](#)

Pattern Interrogatories—Property, [5-44](#)

Petition for Additional Periods of Possession and Access, [45-9](#)

Petition for Clarification of Property Division, [31-1](#)

Petition for Declaratory Judgment, [61-15](#)

Petition for Enforcement of Child Custody Determination, [36-21](#)

Petition for Enforcement of Property Division, [31-3](#)

Petition for Enforcement of Property Division by Contempt and Order to Appear, [31-5](#)

Petition for Enforcement of Spousal Maintenance and Order to Appear, [32-1](#)

Petition for Order Approving Execution of Authorization Agreement[s] for Adult Caregiver, [46-2](#)

Petition for Removal of Disabilities of Minority, [61-10](#)

Petition for Registration of Foreign Order of Adoption, [55-11](#)

Petition for Support of Disabled Child, [9-14](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Petition for Suspension of License for Failure to Comply with a Court Order Providing for Possession of or Access to a Child, [34-31](#)

Petition for Suspension of License for Failure to [Pay Child Support/Comply with Subpoena], [33-51](#)

Petition for Temporary Authorization for Care of Child, [46-11](#)

Petition for Temporary Authorization to Consent to Voluntary Inpatient Mental Health Services for Child, [46-21](#)

Petition for Writ of Habeas Corpus in Trial Court [to Release Adult], [35-16](#)

Petition for Writ of Habeas Corpus [to Release Adult], [35-11](#)

Petition for Writ of Habeas Corpus [to Return Child[ren]], [36-11](#)

Petition for Writ of Mandamus [for Return of Child], [27-1](#)

Petition for Writ of Mandamus [to Transfer Cause], [27-2](#)

Petition in Intervention for Attorney's Fees, [20-1](#)

Petition in Intervention in Suit Affecting the Parent-Child Relationship, [44-1](#)

Petition to Adjudicate Parentage, [54-1](#)

Petition to Challenge Acknowledgment of Paternity, [54-2](#)

Petition to Challenge Denial of Paternity, [54-2](#)

Petition to Compel Arbitration, [18-31](#)

Petition to Declare Authorization Agreement for Adult Caregiver Void, [46-5](#)

Petition to Enforce Foreign Judgment, [31-21](#), [32-31](#), [33-71](#)

Petition to Modify for Sibling Access, [44-7](#)

Petition to Modify Parent-Child Relationship, [41-1](#)

Petition to Modify Parent-Child Relationship Based on Military Duty, [45-1](#)

Petition to Modify Spousal Maintenance, [41-21](#)

Petition to Reduce Balance of Child Support Obligation of Deceased Obligor to Judgment, [9-19](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Petition to Vacate Arbitration Award, [18-44](#)

Petition to Validate Gestational Agreement, [54-21](#)

Petition to Void Authorization Agreement for Adult Caregiver, [46-5](#)

Petitioner's and Respondent's Agreed Parenting Plan, [16-1](#)

Petitioner's Proposed Parenting Plan, [16-1](#)

Petitioner's Supporting Affidavit [Divorce], [3-2](#)

Petitioner's Supporting Affidavit [Modification], [41-2](#)

Petitioner's Supporting Affidavit [Original SAPCR], [40-2](#)

Possession Order [Split Conservatorship], [56-17](#)

Premarital Agreement, [63-3](#)

Pretrial Order, [19-2](#)

Property Agreement between Spouses, [63-4](#)

Protective Order Address Form, [17-20](#)

Prove-Up of Attorney's Fees, [20-2](#)

Prove-Up Questions for Contempt Action, [33-73](#)

Provisions Dealing with Sale of Residence, [23-2](#)

Q

Qualified Domestic Relations Order [Employees Retirement System of Texas], [25-11](#)

Qualified Domestic Relations Order [Private Retirement Plan—Defined Benefit—Separate-Interest], [25-3](#)

Qualified Domestic Relations Order [Private Retirement Plan—Defined Benefit—Shared-Interest], [25-4](#)

Qualified Domestic Relations Order [Private Retirement Plan—Defined Contribution], [25-5](#)

Qualified Domestic Relations Order [Texas County and District Retirement System—Active Member], [25-15](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Qualified Domestic Relations Order [Texas County and District Retirement System—Retiree], [25-16](#)

Qualified Domestic Relations Order [Texas Municipal Retirement System], [25-17](#)

Questions for Prove-Up of Agreed Divorce, [23-7](#)

Quitclaim, [24-9](#)

R

Real Estate Lien Note, [24-6](#)

Real Estate Title Letter, [24-13](#)

Receiver's Final Account and Motion for Discharge of Receiver, [8-56](#)

Receiver's Motion for Approval of Sale, [8-52](#)

Receiver's Motion for Authority to List Property with [Business/Real Estate] Broker, [8-50](#)

Receiver's Motion to Dissolve Receivership Proceeding, [8-49](#)

Receiver's Report of Sale and Motion for Confirmation, [8-54](#)

Record of Support Order, [9-18](#)

Records Authorization—Financial, [6-35](#)

Records Authorization—Life Insurance, [6-33](#)

Records Authorization—Retirement Benefits, *see in* [25-1](#)

Registration Information [UIFSA, subch. G], [43-12](#)

Registration Information [UIFSA, subch. H], [43-27](#)

Relator's Motion for Temporary Relief [Mandamus], [27-4](#)

Release of Child Support Lien, [33-39](#)

Release of Judgment, [24-18](#)

Release of Lis Pendens, [6-42](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent, [24-30](#)

Report to Court of Arbitration Results, [18-42](#)

Report to Court of Mediation Results, [18-19](#)

Requested Special Charge, [19-16](#)

Request for Additional or Amended Findings of Fact and Conclusions of Law, [26-14](#)

Request for Admissions, [5-61](#)

Request for Certified Copy [Adoption], [53-30](#)

Request for Certified Copy [Gestational Agreement], [54-26](#)

Request for Certified Copy [Termination], [53-29](#)

Request for Clerk to Prepare Record, [27-3](#)

Request for Copy of Tax Return, [6-3](#)

Request for De Novo Hearing, [8-76](#)

Request for Entry upon Property [to Party], [5-38](#)

Request for Findings in Child Support Order, [26-10](#)

Request for Findings in Possession Order, [26-9](#)

Request for Findings of Fact and Conclusions of Law, [26-11](#)

Request for Identification of Withheld Production, [5-9](#)

Request for Issuance of Income Withholding for Support, [9-2](#)

Request for Issuance of Income Withholding for Support [Voluntary Withholding], [9-10](#)

Request for Issuance of [Order/Writ] of Income Withholding for Spousal Maintenance, [32-14](#)

Request for Issuance of Revised Income Withholding for Support, [9-11](#)

Request for Issuance of Writ of Income Withholding for Spousal Maintenance [Voluntary Withholding], [32-16](#)

Request for Jury Trial, [19-9](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Request for Motor Vehicle Information, [6-5](#)

Request for Production or Inspection, [5-23](#)

Request for Relief from Third-Party Cotenant, [3-40](#)

Request for Relief from Third Party for Fraudulent Transfer, [3-42](#)

Request for Relief from Third-Party Trustee, [3-44](#)

Request for Temporary Orders Pending Appeal, [3-47](#)

Request for Warrant to Take Physical Custody of Child, [36-24](#)

Request for Writ of Attachment, [36-1](#)

Request to Court Reporter to Prepare Reporter's Record, [26-19](#)

Request to Void Fraudulent Obligation to Third Party, [3-43](#)

Required Initial Disclosures, [5-18](#)

Required Pretrial Disclosures, [5-20](#)

Required Testifying Expert Disclosures, [5-19](#)

Respondent's Original Answer [Divorce], [3-16](#)

Respondent's Original Answer [Modification], [41-4](#)

Respondent's Original Answer [Parentage Suit], [54-3](#)

Respondent's Original Answer [to Petition to Annul Marriage], [62-4](#)

Respondent's Original Answer [to Petition to Declare Marriage Void], [62-7](#)

Respondent's Original Answer [to Petition to Modify Parent-Child Relationship Based on Military Duty], [45-2](#)

Respondent's Original Answer [to Petition to Modify Spousal Maintenance], [41-22](#)

Respondent's Original Answer to Petition for Suspension of License, Request for Hearing, and Motion to Stay
Suspension Pending Hearing, [33-53](#), [34-33](#)

Respondent's Plea in Abatement, [3-15](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Respondent's Proposed Parenting Plan, [16-1](#)

Respondent's Special Appearance [Divorce], [3-14](#)

Respondent's Special Appearance [Modification], [41-3](#)

Respondent's Special Appearance [Parentage Suit], [54-3](#)

Respondent's Special Appearance, Plea to the Jurisdiction, Request for Court to Decline Jurisdiction, and
Original Answer [UCCJEA], [43-2](#)

Response to Motion for Appointment of Parenting Coordinator, [16-12](#)

Response to Motion for Appointment of Parenting Facilitator, [16-12](#)

Response to Motion for Child Custody Evaluation, [56-21](#)

Response to Motion to Compel Arbitration, [18-32](#)

Response to Motion to Disqualify Judge, [8-12](#)

Response to Motion to Recuse Judge, [8-12](#)

Response to Notice That Documents Will Be Used at Trial, [5-37](#)

Response to Objection to Appointment of Parenting Coordinator Based on Family Violence, [16-16](#)

Response to Objection to Appointment of Parenting Facilitator Based on Family Violence, [16-16](#)

Response to Objection to Referral to Mediation Based on Family Violence, [18-8](#)

Response to Petition for Enforcement of Child Custody Determination, [36-23](#)

Response to Petition for Writ of Habeas Corpus [to Return Child[ren]], [36-12](#)

Response to Petition to Compel Arbitration, [18-32](#)

Response to Request for Admissions, [5-62](#)

Response to Request for Production and Inspection, [5-24](#)

Response to Rule 194 Requests for Disclosure, [5-22](#)

Retirement Benefits Checklist, [6-51](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Retirement Benefits Court Order [Thrift Savings Plan], [25-25](#)

Revocation of Affidavit, [53-7](#)

Revocation of Authorization Agreement for Adult Caregiver, [46-4](#)

Revocation of Statement to Confer Standing, [53-9](#)

Royalty Deed, [24-12](#)

Rule 194 Requests for Disclosure, [5-21](#)

Rules for Family Law Mediation, [18-14](#)

S

Security Agreement, [24-23](#)

Security Agreement with Collateral Pledge and Appointment of Escrow Agent, [24-20](#)

Separation Agreement, [63-9](#)

Special Exceptions, [3-17](#)

Special Warranty Deed, [24-3](#)

Special Warranty Deed with Encumbrance for Owelty of Partition, [24-4](#)

Statement of Evidence, [13-3](#), [23-4](#), [53-16](#)

Statement of Health Insurance and Dental Insurance Availability, [56-2](#)

Statement to Confer Standing, [53-8](#)

Stay of Suspension of License and Notice of Hearing on Suspension of License, [33-54](#), [34-34](#)

Subpoena [Deposition], [5-93](#)

Subpoena [Hearing or Trial], [19-22](#)

Subpoena to Compel Production, [5-94](#)

Subpoena to Compel Production of Protected Health Information, [5-35](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Suggested Division of Community Property, [19-6](#)

Suggested Language for Production of Bank Records, [5-26](#)

Suggested Language for Production of Employment Records, [5-28](#)

Suggested Language for Production of School Records, [5-27](#)

Suggested Language to Secure Social Worker's Report, [5-29](#)

Suggestion of Bankruptcy, [8-78](#)

Suggestion of Death, [8-77](#)

Sworn Statement in Support of Registration of Foreign Child Custody Determination, [43-4](#)

T

TCIC Data Entry Form, [17-19](#)

Temporary Ex Parte Protective Order and Order Setting Hearing, [17-2](#)

Temporary Ex Parte Writ Authorizing Entry and Property Retrieval, [64-4](#)

Temporary Orders [Divorce], [4-3](#)

Temporary Orders [Parentage Suit], [54-8](#)

Temporary Orders in Suit Affecting the Parent-Child Relationship, [40-5](#)

Temporary Orders in Suit to Modify Parent-Child Relationship, [41-9](#)

Temporary Orders in Suit to Modify Parent-Child Relationship Based on Military Duty [Conservator with Right to Designate Residence], [45-5](#)

Temporary Orders in Suit to Modify Parent-Child Relationship Based on Military Duty [Conservator without Right to Designate Residence], [45-6](#)

Temporary Restraining Order and Order Setting Hearing for Temporary Orders [Divorce], [3-3](#)

Temporary Restraining Order and Order Setting Hearing for Temporary Orders [Modification], [41-7](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Temporary Restraining Order and Order Setting Hearing for Temporary Orders [Original SAPCR], [40-3](#)

Tortious Interference with Business Relations, [3-35](#)

Transfer under the Texas Uniform Transfers to Minors Act, [24-32](#)

Transmitting Sexual Disease, [3-33](#)

U

UCC1, [24-24](#)

Unsecured Note, [24-21](#)

V

Variations in Standard Pleadings and Orders [UIFSA], [43-25](#)

W

Waiver of Citation and Consent to Adoption by [Managing Conservator/Parent], [53-18](#)

Waiver of Disclosure of Financial Information [Partition or Exchange Agreement], [63-5](#)

Waiver of Disclosure of Financial Information [Premarital Agreement], [63-2](#)

Waiver of Service, [3-13](#), [45-3](#), [54-22](#), [62-3](#)

Warrant to Take Physical Custody of Child, [36-26](#)

Writ Authorizing Entry and Property Retrieval, [64-4](#)

Writ of Attachment, [36-3](#)

Writ of Commitment, [35-1](#)

Writ of Habeas Corpus [to Release Adult], [35-14](#)

Writ of Habeas Corpus [to Return Child[ren]], [36-14](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]

Written Authorization for Disclosure of Substance Use Disorder Patient Records, [6-36](#)

Written Interrogatories, [5-41](#)

Wrongful Interference with an Existing Contract, [3-36](#)

[All references in this list are to form numbers.]

[Chapters 1–15, vol. 1; chs. 16–27, vol. 2; chs. 31–44, vol. 3; chs. 45–64, vol. 4.]