

 **TexasBarBooks**

TEXAS FAMILY LAW PRACTICE MANUAL

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Texas Family Law Practice Manual
2020 Edition

Volume 3

TEXAS FAMILY LAW PRACTICE MANUAL

2020 Edition

Volume 3

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



Austin

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Modification of Texas Orders

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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 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.

If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

10.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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.L. 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. Conservatorship—Relief Requested

11.E.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.E.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.

Include 11.F. if applicable.

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

Include 11.F.1., 11.F.2., and/or 11.F.3. as applicable.

11.F.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.F.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.F.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.F.4.

11.F.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.G. Possession and Access—
Relief Requested**

11.G.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.G.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.G.3.a. and/or 11.G.3.b. if applicable.

11.G.3. *Respondent Committed Family Violence or Sexual Offense Resulting in Pregnancy*
§ 153.004(d)

11.G.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 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 the period of 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.G.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 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 the period of access to the child].

Include 11.G.4. if applicable.

**11.G.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 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.

Include 11.H. if applicable.

11.H. 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.

**11.I. 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.J. 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.K. 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.L. 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.M. 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:** 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 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:**

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 guidelines 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 pay-

ments 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 residence 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 the period 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, 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 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
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 the
period 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 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].

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 fol-
lowing 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.

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 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.

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**

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

Use the following paragraph *only* if the primary residence of the child(ren) is restricted to a specific geographic area.

f. *Geographic Area for Primary Residence*
 § 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.

Include the following if applicable.

IT IS FURTHER ORDERED that [name] shall have the exclusive right to designate the child[ren]'s primary residence within [specify geographic area].

Use the following paragraph *only* if one of the joint managing conservators is awarded the exclusive right to designate the primary residence of the child(ren).

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 joint managing conservator with right to designate] wishes to remove the child[ren] from [specify geographic area] for the purpose of changing the primary resi-

dence of the child[ren], [name of joint managing conservator without right to designate] does not reside in [specify geographic area].

Continue with the following.

g. 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].

<p>Include 4.B.3. if a parent is appointed temporary sole managing conservator.</p>

**4.B.3. Exclusive Rights and Duty
of Parent Temporary Sole
Managing Conservator**
§§ 153.132,
151.001(a)(4), (5)

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];
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,
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] 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.
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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.

4.B.6. *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 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 the following if applicable.

4.B.7. *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, it shall be provided within ten days of receipt.

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.F., 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 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 the period of 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 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 the period of 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 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]]**.

4. The percentage applied to the first \$9,200 of **[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 <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 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 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 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—

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 [**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*

5. Consuming alcohol within the [number] hours before or during the period 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 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 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.

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.

8. Findings

Findings

8.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

8.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 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 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.

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.

Use the following paragraph *only* if the primary residence of the child(ren) is restricted to a specific geographic area.

f. *Geographic Area for Primary Residence*
§ 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.

Include the following if applicable.

IT IS FURTHER ORDERED that [**name**] shall have the exclusive right to designate the child[ren]'s primary residence within [**specify geographic area**].

Use the following paragraph *only* if one of the joint managing conservators is awarded the exclusive right to designate the primary residence of the child(ren).

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 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 joint managing conservator without right to designate] does not reside in [specify geographic area].

Continue with the following.

g. *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)

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

1. the right to designate the primary residence of the child[ren];
2. the right to consent to medical, dental, and surgical treatment involving invasive procedures;
3. the right to consent to psychiatric and psychological treatment of the child[ren];
4. the right to receive and give receipt for periodic payments for the support of the child[ren] and to hold or disburse these funds for the benefit of the child[ren];
5. the right to represent the child[ren] in legal action and to make other decisions of substantial legal significance concerning the child[ren];
6. the right to consent to marriage and to enlistment in the armed forces of the United States;
7. the right to make decisions concerning the child[ren]'s education;
8. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child[ren];

9. except when a guardian of the child[ren]'s estate[s] or a guardian or attorney ad litem has been appointed for the child[ren], the right to act as an agent of the child[ren] in relation to the child[ren]'s estate[s] if the child[ren]'s action is required by a state, the United States, or a foreign government;

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,
 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] 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 CON-

SERVATOR 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 CON-

SERVATOR 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.

10.B.6. 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 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.7. and 10.B.8. as applicable.

10.B.7. 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.7., describing other property, for other party.

10.B.8. 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, it shall be provided within ten days of receipt.

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.F., 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 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.

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 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 the period of 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 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 the period of 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 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.

**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 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

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].

4. The percentage applied to the first \$9,200 of [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 <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.

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 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 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

- 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 *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 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 <https://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 <https://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 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

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 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 <https://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. if 12.L.3.a. (health insurance to be provided by obligor) or 12.L.3.b. (health insurance to be provided by obligee) is used. Select 12.L.6.b. if 12.L.3.c. (no private health insurance available) is used.

12.L.6.a. *Allocation If Private
Health 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 [include if applicable: 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 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] [include if applicable: and [[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 No Private
Insurance Available*

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 [include if applicable: or dental insurance] or are not otherwise covered by the amount of cash medical support ordered above 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].

Continue with the following.

12.L.6.c. *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 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.

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].

<p>Include 12.L.12. if insurance through a conservator's employment is ordered.</p>

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—

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 necessaries 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] per cent 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.

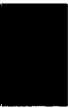
SIGNED on _____.

JUDGE PRESIDING



Chapter 42
Transfer

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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 the judge of the transferee court, 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. The pleadings in the pending proceeding.
2. A certified copy of all entries in the minutes.
3. A certified copy of each final order.
4. A certified copy of this order signed by this Court.
- [5. [Specify any additional document[s] requested.]]

If the transferring court does *not* retain jurisdiction of another child in the suit, the court retains a *copy* of the transferred pleadings and documents. If that court *retains* jurisdiction of another child in the suit, the court retains the *original* pleadings and documents.

The clerk of this Court is ordered to keep [a copy/the original] of the transferred pleadings and documents.

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 _____.

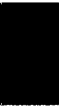
JUDGE PRESIDING



Chapter 43

Interstate Proceedings

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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 seeking 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.
If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

10.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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.

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.

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 <https://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 twenty 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 twenty 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	291
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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.
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[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.

If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

10.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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.**]

**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 tem-
porary orders for the safety and welfare of the child[ren], including but not lim-
ited 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 conser-
vators [**include if applicable:** and designating Intervenor[s] as the conserva-
tor[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 [include in suit filed on or after September 1, 2018: 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 the period 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 the period 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.

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] grandparent[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 guardian-
ships, 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 sub-
ject 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.

If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

11.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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.

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 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 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.

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.

If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

11.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [designiation] 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 [chapter 7A/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 [designiation] 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.

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.

<p>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.</p>

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 necessaries 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 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.

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.
If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

**9.A. No Order or Pending
Application**

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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 ren-

dered 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.

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 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.

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] per cent 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	419
Form 45-2	Respondent's Original Answer	429
Form 45-3	Waiver of Service.	433
Form 45-4	Notice of Hearing for Temporary Orders and Order to Appear.	436
Form 45-5	Temporary Orders in Suit to Modify Parent-Child Relationship Based on Military Duty of Conservator with Right to Designate Residence	438
Form 45-6	Temporary Orders in Suit to Modify Parent-Child Relationship Based on Military Duty of Conservator without Right to Designate Residence	465
Form 45-7	Motion to Dismiss	484
Form 45-8	Order Granting Dismissal.	486
Form 45-9	Petition for Additional Periods of Possession and Access.	487
Form 45-10	Order for Additional Periods of Possession or Access.	496



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.
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[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.
If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

9.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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. 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 per-

son 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

Modification of child support is contingent on rendition of a temporary order modifying rights, duties, and periods of possession and access. Tex. Fam. Code § 153.706.

10.D.1. Order Not Based on Agreement § 153.706

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.

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.

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**

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[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.

<p>Include the following paragraph <i>only</i> if the primary residence of the child(ren) is restricted to a specific geographic area.</p>
--

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 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 Obligee, per month are **[\$[amount]]**.

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.

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 Oblige, 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 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 Oblige, 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 Oblige, **[[name of conservator without right to designate residence]/[name of conservator with right to designate residence]]**, Temporary Obligor, or an attorney representing Temporary Oblige 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 Obligee. 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 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 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 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 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 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].

4. The percentage applied to the first \$9,200 of [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 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 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 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 *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

<p>Include the following in all orders unless there is a motion to sign temporary orders.</p>

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]

<p>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.</p>

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.
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[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**

<p>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.</p>
--

<p>If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.</p>

9.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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. 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 Petitioner'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.

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

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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 *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. 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).

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]

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.
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[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.

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 Authoriza-
tion 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.

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.....	565
Form 50-2	Order of Termination.....	598
Form 50-3	Original Petition to Terminate Parent-Child Relationship [Nongenetic Father].....	630
Form 50-4	Order of Dismissal.....	642
Form 50-5	Order for Genetic Testing [Termination for Nongenetic Father].....	647
Form 50-6	[Order of Termination/Order Denying Termination] [Nongenetic Father].....	648



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.
If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

9.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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

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), (e)

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.

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 [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 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 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.

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), 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)(3)**

The Court finds by clear and convincing evidence 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 and considering all evidence presented, including that of the attorney ad litem appointed to represent the alleged father, that due diligence has been exercised.

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 by clear and convincing evidence 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 by clear and convincing evidence 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 by clear and convincing evidence 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.

Include 12. only if there is no presumed or acknowledged father.

**12. Certificate of Paternity Registry Search
§ 160.422***Certificate of Paternity Registry Search*

The Court finds by clear and convincing evidence that Petitioner has filed a certificate of paternity registry search.

13. 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.

**14. Attorney's Fees, Expenses,
and Costs***Attorney's Fees, Expenses, and Costs*

Select 14.A., 14.B., 14.C., 14.D., and/or 14.E. as applicable.

14.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.

**14.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.

14.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.

14.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.

14.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.

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 [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.

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 Petitioner, [name], and one-half against Respondent, [name], for which let execution issue.

16. 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.
--

17. 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.
--

18. 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 of Termination judicially PRONOUNCED AND REN-
DERED 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 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.

If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

8.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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.

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.
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[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 <i>denied</i> , 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]	663
Form 51-2	Order Granting Adoption	675



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 purposes.

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.
If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

8.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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 and as to any man who has failed to register with the Texas Paternity Registry or whose paternity has not been adjudicated.

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/remain] [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.

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 and no living alleged or probable father 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 for-

mer 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 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:

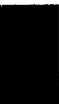
[Name of petitioner]

Repeat for any additional petitioner.

[Name of other party]

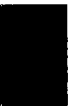
Ensure that the certificate of adoption (form 53-28) is sent to the vital statistics unit with the appropriate fee.

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]	689
Form 52-2	Order Terminating Parental Rights and Granting Adoption of Stepchild[ren].	722



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;
TCPRC § 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.

If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure: if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

9.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [designiation] 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 [chapter 7A/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 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 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), (e)

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 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. 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/remain] [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.

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 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), 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)(3)

The Court finds by clear and convincing evidence that [**name of alleged father**] registered with the paternity registry under chapter 160 of the Texas Family Code and that 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. The Court specifically finds, after reviewing the sworn affidavit of Petitioners describing the

effort of Petitioners to obtain personal service of citation on the alleged father and considering all evidence presented, including that of the attorney ad litem appointed to represent the alleged father, that due diligence has been exercised.

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 by clear and convincing evidence 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 by clear and convincing evidence 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.

Include 16. only if there is no presumed or acknowledged father.

16. Certificate of Paternity**Registry Search**

§ 160.422

Certificate of Paternity Registry Search

The Court finds by clear and convincing evidence that Petitioner has filed a certificate of paternity registry search.

17. Consent[s]

§ 162.010

*Consent[s]***17.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

17.B. Child[ren] 12 Years or Older**17.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

17.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 18. if applicable.

18. Waiver of Attendance

§ 162.014

Waiver of Attendance

Attendance by [name[s] of person[s] whose attendance is excused] was for good cause waived.

19. Adoption Granted*Adoption Granted*

The Court finds 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.

19.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.

19.B. Citizenship*(Recommended)*

The Court finds that the child[ren] adopted [is a/are] citizen[s] of the United States of America.

**20. Attorney's Fees, Expenses,
and Costs***Attorney's Fees, Expenses, and Costs*

Select 20.A., 20.B., 20.C., 20.D., and/or 20.E.

20.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.

**20.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.

20.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.

20.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.

20.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.

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], and one-half against Respondent, [name], for which let execution issue.

22. 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.

23. 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.

24. 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

25. 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]	759
Form 53-2	Mother's Affidavit for Voluntary Relinquishment of Parental Rights [Nonagency]	765
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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 [designiation] 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 [designiation] 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.
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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.
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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 <https://www.dshs.texas.gov/vs/reqproc/Health,-Social,-Education-and-Genetic-History-Report-Forms.doc?terms=medical%20history%20report>.

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 <https://www.dshs.texas.gov/vs/reqproc/Health,-Social,-Education-and-Genetic-History-Report-Forms.doc?terms=medical%20history%20report>.

Medical History Report

9-2005

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 <input type="checkbox"/>					
Farsighted <input type="checkbox"/>					
Astigmatism (inability to focus) <input type="checkbox"/>					
Strabismus (crosseye) <input type="checkbox"/>					
3. Braces on teeth or other orthodontia work					If so, what orthodontic work and for how long?

9-2005

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

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?

9-2005

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

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: _____ relationship to the child (birth mother or father)
 Birth parent who completed this form

Form 53-24

A PDF file of the following form can be downloaded from <https://www.dshs.texas.gov/vs/reqproc/Health,-Social,-Education-and-Genetic-History-Report-Forms.doc?terms=medical%20history%20report>.

Information Cover Sheet



TEXAS
Department of
State Health Services

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: <input type="checkbox"/> STEP-PARENT <input type="checkbox"/> OTHER RELATIVE <input type="checkbox"/> NON-RELATIVE <input type="checkbox"/> 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: <input type="checkbox"/> STEP-PARENT <input type="checkbox"/> OTHER RELATIVE <input type="checkbox"/> NON-RELATIVE <input type="checkbox"/> 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: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unable to determine / unknown	
Social Security Number:	ICWA Eligible <input type="checkbox"/> Yes <input type="checkbox"/> No	Race: <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian / Other Pacific Islander <input type="checkbox"/> Black or African American <input type="checkbox"/> White	
Sex:	Date of Birth:	Title IV-E Determination: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> Foster Family Care <input type="checkbox"/> Residential Treatment Center <input type="checkbox"/> Child-caring Institution <input type="checkbox"/> Group Home Care <input type="checkbox"/> Institutional Care Article (VI)		<input type="checkbox"/> Parent <input type="checkbox"/> Relative (Not Parent) - Relationship: <input type="checkbox"/> Other: _____ <input type="checkbox"/> Adoption <input type="checkbox"/> IV-E Subsidy <input type="checkbox"/> Non IV-E Subsidy To be completed in: <input type="checkbox"/> Sending State <input type="checkbox"/> Receiving State	
LEGAL STATUS <input type="checkbox"/> Sending Agency Custody / Guardianship <input type="checkbox"/> Parent Relative Custody / Guardianship <input type="checkbox"/> Court Jurisdiction Only		<input type="checkbox"/> Parental Rights Terminated-Right to Place for Adoption <input type="checkbox"/> Unaccompanied Refugee Minor <input type="checkbox"/> Other:	

SECTION III - SERVICES REQUESTED

Initial Report (if applicable): <input type="checkbox"/> Parent Home Study <input type="checkbox"/> Relative Home Study <input type="checkbox"/> Adoptive Home Study <input type="checkbox"/> Foster Home Study	Supervisory Services: <input type="checkbox"/> Request Receiving State to Arrange Supervision <input type="checkbox"/> Another Agency Agreed to Supervise <input type="checkbox"/> Sending Agency to Supervise	Supervisory Reports: <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Upon Request <input type="checkbox"/> Other:
NAME AND ADDRESS OF SUPERVISING AGENCY IN RECEIVING STATE: <input type="checkbox"/> Unknown		
ENCLOSED <input type="checkbox"/> Child's Social History <input type="checkbox"/> Home Study of Placement Resource <input type="checkbox"/> Court Order <input type="checkbox"/> 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

<input type="checkbox"/> Placement May Be Made <input type="checkbox"/> 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

<input type="checkbox"/> Placement Request Withdrawn	Date Withdrawn	
<input type="checkbox"/> Initial Placement With:		
Date of Placement	Name	Type of Care
Address		
<input type="checkbox"/> Placement Change		
Date of Placement	Name	Type of Care
Address		

COMPACT TERMINATION

<input type="checkbox"/> Adoption Finalized:	<input type="checkbox"/> In Sending State	<input type="checkbox"/> In Receiving State
<input type="checkbox"/> Child Reached Majority/Legally Emancipated		
Legal Custody and/or Guardianship	Name	Relationship
<input type="checkbox"/> Awarded and/or Returned To:		
<input type="checkbox"/> Treatment Completed		
Sending State's		
<input type="checkbox"/> Jurisdiction Terminated:	<input type="checkbox"/> Unilaterally	
<input type="checkbox"/> Child Returned to Sending State		
<input type="checkbox"/> Approved Resource Will Not Be Used for Placement		
<input type="checkbox"/> 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. PARENT FIRST MIDDLE LAST MAIDEN		10. PARENT FIRST MIDDLE LAST MAIDEN	
	9. STATE OR FOREIGN COUNTRY			
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? <input type="checkbox"/> Yes <input type="checkbox"/> No		12. Is This a Single Parent Adoption? <input type="checkbox"/> Yes <input type="checkbox"/> No		13. Do You Want The Birth Record Changed Based on the Adoption Decree? <input type="checkbox"/> Yes <input type="checkbox"/> No
PARENT <input type="checkbox"/> Adoptive <input type="checkbox"/> Biological	14. TITLE OF PARENT		<input type="checkbox"/> MOTHER	<input type="checkbox"/> FATHER
	15. NAME OF PARENT FIRST MIDDLE		CURRENT LAST NAME	LAST NAME BEFORE MARRIAGE
PARENT <input type="checkbox"/> Adoptive <input type="checkbox"/> Biological	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)
	19. TITLE OF PARENT		<input type="checkbox"/> MOTHER	<input type="checkbox"/> FATHER
PARENT <input type="checkbox"/> Adoptive <input type="checkbox"/> Biological	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? <input type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Attorney <input type="checkbox"/> Parent(s) <input type="checkbox"/> 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		45. TELEPHONE NUMBER	
	44. MAILING ADDRESS OF CHILD PLACING AGENCY OR MANAGING CONSERVATOR			
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				
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-size: small;"> 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) </div> <div style="text-align: right; font-size: small;"> VS-160 REV 8/2015 </div> </div>				

**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.

<p>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).</p>
--

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 [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 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 _____.

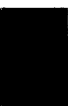
JUDGE PRESIDING



Chapter 54

Parentage

Form 54-1	Petition to Adjudicate Parentage	855
Form 54-2	Petition to Challenge [Acknowledgment/Denial] of Paternity.....	876
Form 54-3	Respondent’s [Special Appearance and] Original Answer	890
Form 54-4	Motion for Genetic Testing	896
Form 54-5	Order for Genetic Testing.....	898
Form 54-6	Order Appointing [Attorney Ad Litem/Guardian Ad Litem/Amicus Attorney] to Represent Child	900
Form 54-7	Motion for Temporary Orders	902
Form 54-8	Temporary Orders	906
Form 54-9	Order Adjudicating Parentage	909
Form 54-10	Application for a New Birth Certificate Based on Parentage	927
<i>[Forms 54-11 through 54-20 are reserved for expansion.]</i>		
Form 54-21	Petition to Validate Gestational Agreement.....	929
Form 54-22	Waiver of Service.....	933
Form 54-23	Order Validating Gestational Agreement.....	935
Form 54-24	Notice of Birth	940
Form 54-25	Order Confirming Parentage under Validated Gestational Agreement	942
Form 54-26	Request for Certified Copy.....	944



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.

<p>Include 4.D. if applicable. If a request for modification of the prior order is desired, see chapter 41 of this manual.</p>
--

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.
 If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

10.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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 test-

ing/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.

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 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/Denial] 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. 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.

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.]

<p>If paternity and jurisdiction are admitted, include only the remainder of this form, renumbering the paragraphs as appropriate.</p>
--

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.

<p>Include 6. if applicable.</p>

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]

<p>Include the following verification if 1. is used. An unsworn declaration may be used in place of a verification. See form 8-27.</p>
--

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.

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.

- a. [**name of movant**] should be named Temporary Managing Conservator of the child[ren],
- b. [**name**] should be named Temporary Possessory Conservator of the child[ren],
- c. [**name**] should be ordered to pay child support to [**name of movant**] for the use and benefit of the child[ren],

- d. [name] should be awarded periods of access to and possession of the child[ren],
- e. [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: month / day / year Place of Birth: city, Texas
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
Parent's Name: First / Middle / Last Date of Birth: month / day / year Place of Birth: State or Foreign Country

Title To Appear On Birth Record: Mother Father Parent; If Mother, Full Maiden Name
Parent's Name: First / Middle / Last Date of Birth: month / day / year Place of Birth: 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.

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	947
Form 55-2	Order in Suit Affecting the Parent-Child Relationship Seeking Prevention of International Parental Child Abduction	965
<i>[Forms 55-3 through 55-10 are reserved for expansion.]</i>		
Form 55-11	Petition for Registration of Foreign Order of Adoption	988
Form 55-12	Order Recognizing Foreign Order of Adoption and Granting Change of Name	991



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.
If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

**9.A. No Order or Pending
Application**

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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.

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**

<p>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.</p>
--

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 [number] 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 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.

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/remain] [full name] and that the State Registrar of Texas Vital Statistics at Austin, Texas, register the for-

foreign 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	995
Form 56-2	Statement of Health Insurance and Dental Insurance Availability	999
<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	1003
Form 56-6	Order on Motion to Order Parties to Attend Parent Education and Family Stabilization Course	1005
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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.
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[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.
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[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.
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[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.F.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 next 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 next 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. on the last day of Ramadan and ending at 6:00 P.M. 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. on the day before Eid al-Adha begins and ending at 6:00 P.M. 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.
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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.

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 appropri-

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 (SEC 1,3 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 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]**.

Continue with the following.

Movant[s] request[s] that the fees of the child custody evaluator 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 [designa-
 tion 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.

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.

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]:/.]

<p>If applicable, list the court's specific questions. The following are examples only.</p>

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?

<p>Include the following if applicable. The following are examples only.</p>
--

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.

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 [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 56-27

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	1089
Form 60-2	Consent by Adult to Be Adopted	1091
Form 60-3	Motion to Waive Attendance by Petitioner in Suit to Adopt Adult	1092
Form 60-4	Motion to Waive Attendance by Adult to Be Adopted	1093
Form 60-5	Order Waiving Attendance in Suit to Adopt Adult	1094
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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.

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]	1099
Form 61-2	Original Petition for Breach of Alimony Contract.....	1102
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Form 61-4	Original Petition for Change of Name of Adult.....	1108
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Form 61-6	Original Petition for Change of Name of Child	1115
Form 61-7	Order Granting Change of Name of Child.....	1118
Form 61-8	Application for Texas Hardship Driver License	1121
Form 61-9	Original Petition for Postdivorce Division of Property	1123
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Form 61-13	Original Petition to Enjoin Harassing Behavior.....	1134
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Form 61-15	Petition for Declaratory Judgment	1141
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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

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.

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.

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, who resides at [**address, including county**], Texas. 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]**.

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.

10. 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.

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.]

IT IS ORDERED that Petitioner'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

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.

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

Form 61-8

APPLICATION FOR TEXAS HARDSHIP DRIVER LICENSE

The Texas Department of Public Safety may issue a driver license to a person who complies with the requirements for the Hardship License if (1) the failure or refusal to issue the license will result in an unusual economic hardship for the family of the applicant, (2) the license is necessary because of the illness of a member of the applicant's family, or (3) a license is necessary because the applicant is enrolled in a vocational education program and requires a driver's license to participate in the program. The completion of an approved course in driver education is required. Texas Transportation Code 521.223

NOTICE: All information on this application must be in INK. DPS CANNOT REFUND PAYMENT ONCE APPLICATION IS SUBMITTED. Applications held only 90 days.

Form with sections: APPLICANT INFORMATION, CONTACT INFORMATION, ADDRESS INFORMATION. Fields include: LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX, MAIDEN NAME, DATE OF BIRTH, SSN, SEX, EYE COLOR, HAIR COLOR, RACE/ETHNICITY, HEIGHT, WEIGHT, PLACE OF BIRTH, FATHER'S LAST NAME, MOTHER'S MAIDEN NAME, HOME PHONE, OTHER PHONE, EMAIL, RESIDENCE ADDRESS, CITY, STATE, ZIP CODE, COUNTY, MAILING ADDRESS.

APPLICANT IS APPLYING FOR A HARDSHIP DRIVER LICENSE UNDER THE FOLLOWING PROVISION(S):

- 1. An unusual economic hardship on the family of the minor.
2. A death-related emergency: Name of Deceased, Date of Death, Relationship to Deceased
3. Sickness or illness or disability of family members (PHYSICIAN'S STATEMENT REQUIRED)
4. Enrollment in a Vocational Education Program (CERTIFICATION FROM SCHOOL REQUIRED)

ADDITIONAL INFORMATION

Does the minor have a Texas Learner License or Provisional? NO YES If YES, Learner/Provisional License #
Has the minor ever applied for a Hardship Driver License? NO YES Where?
Has the minor completed an approved driver education course? NO YES Classroom, Driving, or Both
FATHER'S NAME, Employed by, Work Hours, License Number, Address, Work Phone
MOTHER'S NAME, Employed by, Work Hours, License Number, Address, Work Phone

List all other members of the household: (Use extra page if necessary.)

Name, License #, Relationship
Name, License #, Relationship
Name, License #, Relationship

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.

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.
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[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 num-
ber.]

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

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

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.

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**]

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	1153
Form 62-2	Original Petition to Annul Marriage	1159
Form 62-3	Waiver of Service	1167
Form 62-4	Respondent’s Original Answer [to Petition to Annul Marriage]	1170
Form 62-5	Decree of Annulment	1175
Form 62-6	Original Petition to Declare Marriage Void	1182
Form 62-7	Respondent’s Original Answer [to Petition to Declare Marriage Void]	1189
Form 62-8	Decree Declaring Marriage Void	1192



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.
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[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.
If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

6.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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]

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.
If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

6.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [chapter 7A/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]

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.
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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 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

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.
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[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.

If suit is filed before Sept. 1, 2021, select the reference to chapter 7A of the Code of Criminal Procedure; if suit is filed on or after that date, select the reference to subchapter A, chapter 7B.

6.A. No Order or Pending Application

No protective order under title 4 of the Texas Family Code, protective order under [chapter 7A/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 [chapter 7A/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 [designiation] 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 [chapter 7A/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 provided 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]

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

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	1201
Form 63-2	Waiver of Disclosure of Financial Information [Premarital Agreement]	1221
Form 63-3	Premarital Agreement.	1223
Form 63-4	Property Agreement between Spouses	1279
Form 63-5	Waiver of Disclosure of Financial Information [Partition or Exchange Agreement]	1288
Form 63-6	Partition or Exchange Agreement [Basic]	1290
Form 63-7	Partition or Exchange Agreement [Complex]	1309
Form 63-8	Agreement to Convert Separate Property to Community Property	1359
Form 63-9	Separation Agreement	1380



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

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[**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.

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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

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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-

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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

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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

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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.

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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

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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]

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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.

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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.

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[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

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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].

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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.

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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

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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 premarital 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 premarital 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.

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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/

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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

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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-

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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;

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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

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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;

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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;

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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.

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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.

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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;

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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

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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.

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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.

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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.

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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.

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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-

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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

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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

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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-

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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.]

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Article 9

Dissolution of Marriage by Court Order

Under Tex. Fam. Code § 4.003, parties to a premarital 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.

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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.

<p>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.</p>

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-

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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.

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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-

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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,

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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.

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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.

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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/

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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,

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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

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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

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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-

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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.

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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.

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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.

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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

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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

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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

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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-

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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

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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.

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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].

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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]

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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.

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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.

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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.

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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.

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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 Premarital Agreement.

[Name of party A]

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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.

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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 Premarital Agreement.

[Name of party B]

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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.

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[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.

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[Name of party B]

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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

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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.

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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.]

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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.]

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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.

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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.

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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

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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.

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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.

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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.

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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:

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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.

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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.

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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.

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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

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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]

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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.

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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

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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.

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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.

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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.

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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

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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/

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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.

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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].

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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]

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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.

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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.

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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:

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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.

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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.

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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-

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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;

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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

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10. all property and property rights acquired by **[name of party A]** by gift, devise, or descent.

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

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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 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.

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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.

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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,

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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-

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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,

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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

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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-

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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

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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

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property from being an obligor, a guarantor, or in any way liable for any future business transactions in which **[name of party A]** participates.

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.

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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

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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-

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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-

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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

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(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

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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.]

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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.

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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.

<p>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.</p>
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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

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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.

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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-

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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

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[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.

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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.

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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/

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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

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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.

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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

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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.

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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

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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-

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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/

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SHE] WOULD OTHERWISE HAVE UNDER TEXAS LAW AND UNDER THE LAW OF OTHER JURISDICTIONS.

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.

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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]

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]**.

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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]

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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.

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Form 63-8

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 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:

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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.

“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

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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.

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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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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

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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].

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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.

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 [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.

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[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

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I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

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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

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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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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]].

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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:

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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:

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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.

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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:

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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

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[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,

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[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.

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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 medical **[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-

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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

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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

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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.

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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-

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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

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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.

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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.

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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

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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].

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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

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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.

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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

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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-

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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

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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.

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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

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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.

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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.

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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.

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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].

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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.
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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.
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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.

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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]**].

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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.

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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.

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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-

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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.

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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.

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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.

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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.

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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.

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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.

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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]**.

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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.

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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].

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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.

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