

PREVIEW

NO. [Cause Number]

IN THE MATTER OF THE MARRIAGE OF
[Petitioner Name], Petitioner

IN THE DISTRICT COURT

v.

[Respondent Name], Respondent

[District] JUDICIAL DISTRICT

AND IN THE INTEREST OF:

[CHILD NAME]

[SUIT COUNTY] COUNTY, TEXAS

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TEMPORARY ORDERS

On [Date of Hearing], the Court heard Petitioner's application for temporary orders.

1. Appearances

1.1 Petitioner, [Petitioner Name], appeared in person and by [Petitioner Attorney Name], and announced ready.

1.2 Respondent [Respondent Name], appeared in person and by attorney [Respondent Attorney Name], and announced ready.

2. Jurisdiction

2.1 The Court, having considered the pleadings, evidence, and argument of counsel, finds that all necessary prerequisites of law have been legally satisfied and that this Court has jurisdiction over the parties and subject matter of this cause.

THANK YOU

3. Children

3.1 The Court finds that Petitioner and Respondent are parents of the following [Children] who are under the age of eighteen (18) years:

Name:

[Child Name]

Birth date

[Child Birth date]

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3.2 The Court further finds that the following orders for the safety and well-being of the [Child] are in the best interest of the [Child]:

PREVIEW

4. Temporary Managing Conservator

4.1 IT IS ORDERED AND DECREED that [Residential Conservator] is appointed temporary Joint Managing Conservator of the child.

4.1 IT IS ORDERED AND DECREED that [Residential Conservator], as temporary Joint Managing Conservator, shall have the following rights, privileges, duties, and powers of subject to the rights, privileges, duties, and powers of [Possessory Conservator] as Joint Managing Conservator with rights of possession named in this Decree:

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The right to have physical possession of the child, to direct the moral and religious training, and to establish the legal domicile of the child;

The duty of care, control, protection, and reasonable discipline of the child;

The duty to support the child, including providing the child with clothing, food, shelter, and medical care;

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The duty to manage the estate of the child unless a guardian of the estate has been appointed;

The right to the services and earnings of the child;

The power to consent to marriage, to enlistment in the armed forces of the United States, and to medical, psychiatric, and surgical treatment involving invasive procedures;

The power to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;

The power to receive and give receipt for payments for the support of the child and to hold or disburse any funds for the benefit of the child; and

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Any other rights, privileges, duties and powers existing between a parent and child by virtue of law.

[Insert Standard Possession Order]

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5. Temporary Support for Petitioner

PREVIEW

5.1 IT IS ORDERED that Respondent shall pay to Petitioner, as temporary support, \$[Amount of Support] per month in two equal payments per month of \$[Amount of Each Payment] each, with the first payment of \$[Amount of Each Payment] being due and payable on [Due Date], and with a like payment of \$[Amount of Each Payment] being due and payable on [Date on Which Subsequent Payments are Due], and with a like payment of \$[Amount of Each Payment] being due and payable on each ____ and ____ day of each month until further order of the Court.

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6. Child Support

6.1 IT IS ORDERED AND DECREED that [Obligor], is obligated to pay and, subject to the provisions for withholding from earnings for child support specified below, shall pay to [Obligee], child support of \$[Amount of Monthly Support], payable in two installments per month of \$[Amount of Each Payment] each installment, with the first payment being due and payable on _____, and like payment being due and payable on the 15th day and 1st day of each month thereafter until the date of the earliest occurrence of one of the following events:

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- (1) the child reaches the age of 18 years, provided that, if the child is fully enrolled in an accredited secondary school in a program leading toward a high school diploma, or enrolled for courses for joint high school and junior college credit pursuant to Section 130.008 of the Texas Education Code, the periodic child support payments shall continue to be due and paid until the end of the school year in which the child graduates;
- (2) the child marries;
- (3) the child dies;
- (4) the child's disabilities are otherwise removed for general purposes;
- (5) the child is otherwise emancipated; or
- (6) further order modifying this child support.

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7.1 IT IS ORDERED AND DECREED that any employer of [Obligor], shall be ordered to withhold from earnings for the child support from the disposable earnings of [Obligor], for the support of [Child Name]. "Earnings" means compensation paid or payable to [Obligor], for personal services, whether called wages, salary, commission, bonus, or otherwise, and includes periodic payments pursuant to a pension, disability and retirement program, and unemployment benefits. "Disposable earnings" is that part of [Obligor]'s earnings remaining after deduction of any amounts required by law to be withheld, union dues, non-discretionary retirement contributions, and medical, hospitalization, and disability insurance coverage for [Obligor], and [Obligor]'s child.

Depending on the regularly scheduled wage and salary payments scheduled by the employer, the employer shall be ordered to withhold from earnings for child support on the schedule appropriate to the employer's payroll period, as follows: \$[Amount of Monthly Support] monthly, \$[Amount of Semimonthly Support] semimonthly, \$[Amount of Biweekly Support] biweekly, or \$[Amount of Weekly Support] weekly, provided that the amount of income withheld for any one period shall not exceed 50 percent of [Obligor]'s disposable earnings. The first payment is due and payable no later than the first pay period that occurs 14 days following the date on which the "Order Withholding from Earnings for Child Support" is served on the employer. The employer shall continue to withhold income as long as [Obligor], remains in employment.

7.2 IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings 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 by this decree through the means of withholding from earnings shall discharge the child support obligation. If the amount withheld from earnings and credited against the child support obligation is less than 100 percent of the amount ordered to be paid by this decree, the balance due from an

obligation of [Obligor], and it is hereby ORDERED AND DECREED that [Obligor], pay the balance due directly to the Child Support Administrator specified below.

PREVIEW

7.3 IT IS ORDERED AND DECREED that all payments shall be made through the [Child Support Agency] and then remitted by that agency to [Obligee], for the support of the child.

7.4 For the purposes of Federal Income Tax withholding, [Obligor], is ORDERED AND DECREED to claim no fewer than the actual number of his dependents on Form W-4.

7.5 IT IS ORDERED AND DECREED that, on the request of a prosecuting attorney, the Attorney General, [Obligor], or [Obligee], the Clerk of this Court shall cause a certified copy of the "Order Withholding from Earnings for Child Support" to be delivered to any employer. IT IS FURTHER ORDERED AND DECREED that the Clerk of the Court shall attach a copy of Section 14.43 of the Texas Family Code for the information of any employer.

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7.6 The Court finds that good cause exists or the parties have agreed that no order for the withholding from earnings for child support be delivered to any employer of [Obligor], as long as no delinquency occurs. If a delinquency occurs, the Clerk shall deliver the Order for withholding as provided above.

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7.7 ACCORDINGLY, IT IS ORDERED AND DECREED that, as long as no delinquency occurs all payments shall be made through the [Child Support Agency], and thereafter promptly remitted to [Obligee], for the support of the child. If a delinquency occurs all payments shall be made in accordance with the order for withholding as provided above.

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7.8 IT IS ORDERED AND DECREED that [Obligor], shall pay, when due, all fees charged by the agency through whom child support is paid.

8. Health Care

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8.1 The COURT ORDERS that health care insurance shall be provided for the child pursuant to this order as follows herein:

PREVIEW

8.2 [Obligee]'s Responsibility. This order and decree intends that [Obligee], Obligor, shall be the provider and shall pay for all of the health care insurance as is necessary for the protection of the child. The Court ORDERS that an additional child support obligation of the Obligor shall be the provision by [Obligee] of health care insurance for the child of this suit by:

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- a. insurance coverage through the employment of [Obligee];
- b. insurance coverage through the employment of [Obligor];
- c. the obtaining and maintenance of health care insurance as set out within this section; or
- d. conversion, if necessary, of health care insurance coverage.

8.3 Definitions. "Health insurance" or "health care insurance" is defined to mean insurance coverage providing basic health care services, including usual physician services, office visits, hospitalization, laboratory, X-ray, and emergency services as provided through a health maintenance organization (HMO) or any other public or private entity or organization.

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"Through employment" is defined to mean by reason of the party's employment or association with an employer, union, trade association or any other entity which may or may in the future be a provider of health care benefits through its own endeavors or by reason of any present or future law or regulation.

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8.4 The Court ORDERS that [Obligee] shall make purchase and shall maintain in full force and effect the health insurance coverage as defined herein for the child. The Court FURTHER ORDERS that [Obligee] shall be solely responsible for the full cost and expense of said coverage, which shall be borne no later than 10 days after the Court's entry of this order. The Court

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FURTHER ORDERS that [Obligee] shall verify the purchase of such information by providing notice to [Obligor] at [Obligor]'s last known address, such verification to include all appropriate insurance plan summaries and certificate numbers including the insurance certificate number and the plan summary, no later than 10 days following the Court's signing of this decree. The Court FURTHER ORDERS that upon written request from [Obligor], [Obligee] shall verify the maintenance of health care insurance within 15 days of receipt of the request.

8.5 Insurance Through [Obligee]'s Employment. The Court ORDERS that, if [Obligee]'s employer makes health care insurance available, then [Obligee] shall keep and maintain in full force and effect the health care insurance coverage that is offered by the employer now covering the child. The Court FURTHER ORDERS that the sole responsibility for cost and expense of such coverage shall be that of [Obligee] through [Health Carrier], or any company which succeeds to the coverage provided by [Health Carrier], or by purchase and maintenance of a health insurance plan by reason of other employment or private purchase from another insurance provider.

8.6 Insurance Through [Obligor]'s Employment. If the health care insurance ordered herein for the child is not available to [Obligee] through [Obligee]'s employer but is available to [Obligor] through [Obligor]'s employment, the Court ORDERS [Obligor] to obtain dependent coverage for the child through [Obligor]'s health insurance plan. The Court FURTHER ORDERS [Obligee] to pay to [Obligor], at [Obligor]'s last known address, the full cost of insurance for the child through [Obligor]'s health insurance plan, such payment being due and payable on the first day of each month after [Obligor] gives written demand for payment to [Obligee].

8.7 Conversion of Policy. The Court FURTHER ORDERS that in the event of the termination of or other departure from employment by the party who has provided health insurance coverage for the child, or if by any other event the health insurance coverage is no longer available for the child

through employment for either party as provided in the paragraphs above, the Court FURTHER ORDERS that such party no longer able to provide health insurance coverage (the "terminated party") shall, within 10 days of termination or loss of coverage, the terminated party shall convert the present health insurance coverage to individual or privately-obtained coverage providing the same coverage as the present coverage or a policy which provides coverage that exceeds the coverage at the terminated party's present health insurance coverage. The Court FURTHER ORDERS the terminated party to reimburse [Obligor] for the cost of any converted coverage if the employer of [Obligor] provides coverage, in compliance with the provisions of the previous provisions of this section.

8.8 If Policy Not Convertible. The Court ORDERS that in the event that health insurance coverage providing coverage for the child at the time of termination is not convertible and further in the event that no health insurance is available by reason of either party's employment, then [Obligee] shall obtain and continue in full force and effect replacement health insurance coverage for the child at sole expense and cost to [Obligee]. The Court FURTHER ORDERS that [Obligee] shall verify the purchase of such information by providing notice to [Obligor] at [Obligor]'s last known address, such verification to include all appropriate insurance plan summaries and certificate numbers including the insurance certificate number and the plan summary, no later than 10 days following issuance of the replacement health insurance coverage.

8.9 Claim Forms. The Court ORDERS that each party will promptly submit medical bills, receipts, statements, or other documentation reflecting health care expenses incurred by either party on the child's behalf within ten days of receipt of any such document. The Court FURTHER ORDERS that the party not carrying the insurance policy shall submit the documents to the party

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who carries the policy and the party carrying the policy shall submit such document to the insurance carrier for payment or reimbursement.

PREVIEW

8.10 Filing by Party Not Covered by Insurance. Articles 3.51-13 of the Texas Insurance Code provide that the party who does not carry health insurance coverage as defined herein may, at the option of the party not receiving health insurance coverage, make direct filing of required information to the insurance carrier who does provide the scope and coverage which is described herein, and it is SO ORDERED. The Court FURTHER ORDERS that for the SOLE purpose prescribed by this paragraph and the Texas Insurance Code, the person who does not carry health insurance is hereby designated the "Sole Managing Conservator" of the child for the purpose of this filing option.

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8.11 Constructive Trust for Payments Received. The Court ORDERS that any insurance payments from the health insurance carrier which reimburse expenses incurred for the child's benefit shall be owned by the party who paid such expenses. The Court ORDERS that the party who carries the insurance policy be designated a constructive trustee for the benefit of the party who paid the medical expenses, and any checks or payments shall be endorsed and transmitted to the party paying the expenses within three days of the reimbursement's receipt.

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8.12 Secondary Coverage. The Court FURTHER ORDERS that no provision of this order shall operate to prevent either party's provision of additional or secondary health insurance coverage for the child at the sole expense and cost of party who obtains secondary coverage. The Court FURTHER ORDERS that in the event secondary insurance is obtained, provisions applicable to submission of claims and reimbursement as stated herein shall further apply to such secondary insurance coverage, and both parties are ORDERED to cooperate in such claim submission and reimbursement.

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8.13 The Court FURTHER ORDERS within 14 days that any additional or secondary insurance coverage for the child becomes available, the party providing the secondary or additional health insurance coverage shall provide policies, schedules and other documentation to the other party.

8.14 The Court ORDERS [Obligee] to pay 50 percent and [Obligor] to pay 50 percent of all the health care expenses that are not paid by any existing insurance policy and that are incurred by the child of this suit, including, without limitation, the yearly deductible and medical, prescription drug, psychiatric, psychological, dental, eye care, ophthalmological, and orthodontic charges, until further order of the court or for such period as there is any child support obligation defined by this order.

8.15 Payment of Uninsured Expenses. The Court FURTHER ORDERS that either party making payment for any of the qualifying health care expenses outlined above shall submit to the other party any of the forms, receipts, bills and statements which reflect an uninsured portion of said expense. Such submission shall be within ten days of the incurring of an expense by the paying party. The nonpaying party shall make reimbursement to the paying party or direct payment to the health care provider for any payment which is above the share paid by the paying party, within ten days of receipt of such evidence of expense, and it is so ORDERED.

8.16 Exclusions. The Court ORDERS that this provision is not interpretable to include expenses for psychological testing, travel related to visits to and from the provider of health care or for medication not prescribed by the provider or for "over-the-counter" medication.

8.17 Reasonableness of Charges. The Court ORDERS that any charge for health care expenses is presumed to be reasonable upon presentation of a bill to the nonpaying party, and any subsequent disallowance of a bill under a health insurance policy shall not relieve the nonpaying party's obligation to make payment or reimbursement as specified by this order.

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8.18 Information Required. The Court ORDERS [Obligee] to provide the following information to [Obligor] within 30 days from the date the [Obligee] receives notice by any means of the rendition of this order.

a. [Obligee]'s Social Security number and the name and address of [Obligee]'s employer;

b. notice whether the employer makes health insurance coverage available to its employees or provides self-insurance; and

c. listed information for the health insurance carrier:

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i. Health Insurance Carrier Name.

ii. Policy Number.

iii. Copy of the policy.

iv. Schedule of Benefits.

v. Health Insurance Membership Cards or other identification provided.

vi. Claim Forms

vii. any other documentation provided by the carrier as may be necessary to submit a claim.

8.18 The Court FURTHER ORDERS that [Obligee] shall provide to [Obligor] such additional information regarding the health care insurance coverage for the child as may become available to [Obligee] within 15 days after the receipt of such information.

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8.19 Order to Employer Entered. On the date of the entry of this order, the Court further entered an "Employer's Order To Withhold from Earnings for Child Support" and a "Qualified Medical Child-Support Order."

8.20 Notice of Termination or Lapse of Insurance. The Court ORDERS [Obligee] to notify [Obligor] within 15 days of the loss or termination of health insurance coverage for the child and in the event of availability of additional health insurance to [Obligee] for the child, [Obligee] must further notify [Obligor] within 15 days of the availability of such additional coverage. The Court

FURTHER ORDERS [Obligee] to enroll the child for the additional or replacement insurance

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coverage as provided above for conversion at the health insurance plan's next available enrollment period.

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8.21 **Place of Transmittal.** The Court ORDERS that the sending party shall transmit all information applicable under this health insurance section to the receiving party at the receiving party's address as provided to the receiving party and the court under general provisions of this order, such transmittal to include but not be limited to bills, receipts, statements, charges, identification cards, claims, benefits, schedules, explanations, and payments.

8.22 **WARNING. ANY OBLIGOR WHO FAILS TO PROVIDE HEALTH INSURANCE AS ORDERED IS LIABLE FOR ANY NECESSARY MEDICAL EXPENSES OF THE CHILD, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID BY HEALTH INSURANCE HAD IT BEEN PROVIDED.**

9. Property of Child

9.1 IT IS ORDERED AND DECREED that any property now owned or held by [Petitioner Name], for the parties' child is placed under sole and exclusive control of [Petitioner Name], including, without limitation, the child's furnishings, clothing, effects, and custodial accounts, including Uniform Gifts to Minors Act accounts and trustee accounts.

10. Medical Notification

10.1 Each party is ORDERED AND DECREED to inform the other party within 24 hours of any medical condition of the parties' child requiring surgical intervention and/or hospitalization.

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11. Statutory Warnings to Parties

FAILURE TO OBEY A COURT ORDER 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

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PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500.00 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.

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY THE CLERK OF THIS COURT WITHIN TEN (10) DAYS AFTER THE DATE OF ANY CHANGE IN THE PARTIES' CURRENT RESIDENCE ADDRESS, MAILING ADDRESS, HOME TELEPHONE NUMBER, NAME OF EMPLOYER, ADDRESS OF PLACE OF EMPLOYMENT, OR WORK TELEPHONE NUMBER.

ALL NOTICES SHALL BE IN WRITING AND SHALL STATE THE NEW INFORMATION AND THE EFFECTIVE DATE OF THE CHANGE. THE DUTY TO FURNISH THIS INFORMATION CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER OR DECREE IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR IS ENTITLED TO POSSESSION OF OR ACCESS TO A CHILD.

FAILURE TO OBEY THE ORDER OF THIS COURT TO PROVIDE THE CLERK WITH THE CURRENT MAILING ADDRESS OF A PARTY MAY RESULT IN THE

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OF CAPIAS FOR THE ARREST OF THE PARTY IF THAT PARTY CANNOT BE
PREVIEW
PERSONALLY SERVED WITH NOTICE OF A HEARING AND AT AN ADDRESS OF
RECORD.

12. Temporary Division of Property and Financial Responsibilities

12.1 The Court finds that the following orders respecting the property and parties are necessary and equitable.

12.2 ^{Property} **PLEASE DO NOT COPY**
IT IS ORDERED that Petitioner, [Petitioner Name], have the exclusive and private use and possession of the following property during the pendency of this suit:

1. The lot and residence located at [Residence Location].
2. All furniture, furnishings, goods, and appliances in the possession of Petitioner or subject to the sole control of Petitioner.
3. All clothing, jewelry, and other personal effects in the possession of or subject to the sole control of Petitioner.
4. The [Make and Model] motor vehicle.

12.3 IT IS ORDERED that Respondent, [Respondent Name], have the exclusive and private use and possession of the following property during the pendency of this suit:

1. The lot and residence located at [Residence Location].
2. All furniture, furnishings, goods, and appliances in the possession of Respondent or subject to the sole control of Respondent.
3. All clothing, jewelry, and other personal effects in the possession of or subject to the sole control of Respondent.
4. The [Make and Model] motor vehicle.

Financial Responsibilities

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12.4 IT IS FURTHER ORDERED that Petitioner, [Petitioner Name], shall be responsible for the timely payment of the following debts and obligations:

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1. The mortgage payments on the residence located at [Residence Location].
2. The indebtedness on any property awarded to Petitioner herein.
3. The payments on the [Make and Model] motor vehicle awarded to Petitioner herein.

12.5 IT IS FURTHER ORDERED that Respondent, [Respondent Name], shall be responsible for the timely payment of the following debts and obligations:

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1. The mortgage payments on the residence located at [Residence Location].
2. The indebtedness on any property awarded to Respondent herein.
3. The payments on the [Make and Model] motor vehicle awarded to Respondent herein.

Inventory and Appraisal

12.6 IT IS ORDERED that Petitioner, [Petitioner Name], and Respondent, [Respondent Name], shall each exchange with respective opposing counsel and a sworn inventory and appraisal of all the separate and community property owned by the parties, the inventory to be filed within forty-five (45) days from the date of hearing hereof.

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13. Mutual Temporary Injunction

13.1 The temporary injunction granted below shall be effective immediately and shall be binding on Petitioner, [Petitioner Name], and Respondent, [Respondent Name]; on their 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.

THANK YOU

13.2 IT IS ORDERED that Petitioner, [Petitioner Name], and Respondent, [Respondent Name], are mutually enjoined from:

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Communicating with the other party in person, by telephone, or in writing in vulgar, profane, obscene, or indecent language, or in a coarse or offensive manner, with intent to annoy or alarm the other party.

Threatening the other party in person, by telephone, or in writing to take unlawful action against any person, intending by this action to annoy or alarm the other party.

Placing one or more telephone calls, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication and with the intent to annoy or alarm the other party.

Causing bodily injury to the other party or to a child of either party.

Threatening the other party or a child of either party with imminent bodily injury.

Destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of the parties, or either of them, with intent to obstruct the authority of the Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party and the [Child[ren]] of the marriage.

Falsifying any writing or record relating to the property of either party.

Misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any property of the parties, or either of them.

Damaging or destroying the tangible property of the parties, or either of them, including any document that represents or embodies anything of value.

Tampering with the tangible property of the parties, or either of them, including any document that represents or embodies anything of value, and causing pecuniary loss or substantial inconvenience to the other party.

Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of either party, whether personalty or realty, and whether separate or community, except as specifically authorized by order of this Court.

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

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

Spending any sum of cash in their possession or subject to their control for any purpose, except as specifically authorized by order of this Court.

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Making any withdrawal for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, or employee savings plan, or from any individual retirement account or Keogh account.

PREVIEW

Entering any safe-deposit box in the name of or subject to the control of Petitioner or Respondent, whether individually or jointly with others.

Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies on the life of either party.

Changing or in any manner altering the beneficiary designation on any life insurance on the life of either party or the parties' child.

Canceling, altering, or in any manner affecting any casualty, automobile, or health insurance policies insuring the parties' property or persons including the parties' minor child.

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Opening or diverting mail addressed to the other party.

Signing or endorsing the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempting to negotiate any negotiable instrument payable to the other party without the personal signature of the other party.

Taking any action to terminate or limit credit or charge cards in the name of the other party.

Attempting in any manner to prevent the occupancy, use, and enjoyment by [Petitioner Name] of the residence located at [Residence Location] which is awarded to [Petitioner Name] herein.

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Attempting to withdraw deposits for services currently in use at the residence located at [Residence Location], including utilities, telephone, cable television, pest control, lawn maintenance, or any other service.

Entering, operating, or exercising control over the motor vehicle in the possession of the other party.

Instituting any action in any [Suit County] County, state, or nation attempting to obtain temporary or permanent orders concerning the marital relationship of the parties, the dissolution of that relationship, spousal support, the conservatorship, custody, and support of the [Child[ren]] of the parties, or any other order normally issued incident to a divorce proceeding or other proceeding involving the marital or parent-child relationship.

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Disrupting or withdrawing the [Child[ren]] named herein from the school, day-care facility, or private day-care provider where the child is currently enrolled.

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Removing the [Child[ren]] named herein beyond the jurisdiction of this Court for the purpose of establishing the [Child[ren]]'s residence.

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Interfering in any way with the other conservator's possession of or access to the [Child[ren]] named herein.

Molesting or disturbing the peace of the [Child[ren]] named herein.

Consuming alcoholic beverages within eight (8) hours prior to and at any time during possession of the [Child[ren]].

Entertaining adult members of the opposite sex at any time during possession of the [Child[ren]].

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14. Authorizations

14.1 IT IS ORDERED that Petitioner, [Petitioner Name], and Respondent, [Respondent Name], are hereby specifically authorized:

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

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

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These temporary orders shall continue in full force and effect until the signing of the final decree of divorce or until further order of this Court.

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE

THANK YOU

[Law Firm's or Attorney's Name]

Attorney for Plaintiff

[Address]

[Telephone & facsimile numbers]

Texas Bar No. [Number]

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APPROVED AS TO FORM AND SUBSTANCE:

PREVIEW

[Law Firm's or Attorney's Name]

Attorney for Plaintiff

[Address]

[Telephone & facsimile numbers]

Texas Bar no. [Number]

APPROVED AS TO FORM ONLY:

[Law Firm's or Attorney's Name]

Attorney for Defendant

[Address]

[Telephone & facsimile numbers]

Texas Bar no. [Number]

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Information & Instructions : Temporary orders-Healthy Kids Corporation provision

PREVIEW

1. Temporary orders will be utilized in a significant portion of cases. Although "amicable" divorces can occur and provisions may be made for temporary support of spouse and children or payments for housing, the best course, when circumstances permit is to obtain temporary orders. Temporary orders will provide a greater certainty of obligations. In addition, temporary orders for visitation and access to children are an excellent way to "test" arrangements which may be incorporated or avoided in the final decree.

2. A new provision may be added concerning health care reimbursement or costs. The provision orders a parent to apply for and if eligible pay for insurance with the Healthy Kids Corporation. The cost is presently \$35 a month. This may be used if medical insurance is not otherwise available for the children.

Form: Temporary orders-Healthy Kids Corporation provision

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Healthy Kids Corporation Provision

IT IS ORDERED that [Party Name] shall immediately apply to the Texas Healthy Kids Corporation, and if eligible for coverage, purchase and maintain at [Party Name]'s sole cost and expense, health insurance coverage for [Child Name].

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