

INTERIM TEMPORARY ORDERS

DATE: _____

CAUSE NO: _____

STYLE: _____

Child. The term child shall refer to the child or children of the parties and shall include the plural form wherever appropriate to the context.

A. CONSERVATORSHIP

__ 1. _____ is temporary sole managing conservator.

_____ is temporary possessory conservator.

__ 2. The parties are temporary joint managing conservators:

_____ shall have primary possession of the child.

____. a. _____ has the sole legal right to determine the primary residence of the child.

____. b. _____ County is the established as the county of temporary residence of the child.

B. POSSESSION OF AND ACCESS TO THE CHILD(REN)

__ 1. _____ has possession of and access to the child under the standard possession order attached.

__ 2. _____ has possession of and access to the child as follows:

C. TEMPORARY CHILD SUPPORT

_____ shall pay \$_____ per month as temporary child support. All payments shall be made shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, in the following manner:

- ___ a. Weekly payments of \$_____, beginning _____.
- ___ b. Bi-weekly payments of \$_____, beginning _____.
- ___ c. Semi-monthly payments of \$_____, beginning _____.
- ___ d. Monthly payments of \$_____, beginning _____.

D. TEMPORARY SPOUSAL/FAMILY SUPPORT

_____ shall pay \$_____ per month as temporary support. All payments shall be made shall be made through the Registry of the District Clerk of Midland County, Texas, 200 West Wall Street, Suite 300, Midland, Texas 79701, in the following manner:

- ___ a. Weekly payments of \$_____, beginning _____.
- ___ b. Bi-weekly payments of \$_____, beginning _____.
- ___ c. Semi-monthly payments of \$_____, beginning _____.
- ___ d. Monthly payments of \$_____, beginning _____.

E. HEALTH INSURANCE

_____ shall be responsible for providing health insurance for the child in the following manner:

- ___ a. Maintaining the child on the party’s employer-provided health insurance.
- ___ b. Enrolling the child in the party’s employer-provided health insurance within fifteen (15) days of the date of the signing of this order.
- ___ c. Reimbursing the opposing party for the actual cost of the opposing party’s coverage in the amount of \$_____ per month, beginning _____. All payments shall be made shall be made through the Texas

Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, in the following manner:

___ d. Maintaining the child on government-provided health insurance.

E. UNINSURED HEALTH CARE EXPENSES

___ Each party shall pay fifty percent (50%) of all health care expenses not paid by insurance and incurred by or on behalf of the parties' child.

___ _____ shall pay one hundred percent (100%) of all health care expenses not paid by insurance and incurred by or on behalf of the parties' child.

F. EXCLUSIVE USE OF PROPERTY

1. Petitioner is awarded exclusive use of the following property:

2. Respondent is awarded exclusive use of the following property:

G. PAYMENT OF DEBTS

1. Petitioner shall make timely payments on the following debts:

2. Respondent shall make timely payments on the following debts:

H. INJUNCTIVE RELIEF

- __ 1. _____ is enjoined as specified in the attached temporary injunction.
- __ 2. The parties are jointly and mutually enjoined as specified in the attached temporary injunction.

I. OTHER

It is contemplated that the parties will submit a more comprehensive temporary order in substitution of this order, however, the failure to do so will not affect the validity of this order.

This temporary order shall continue in force for a period of 180 days from the date of signing this order, or until further order of the court, whichever event first occurs.

SIGNED _____.

PRESIDING JUDGE

APPROVED AND AGREED AS TO BOTH FORM AND SUBSTANCE:

PETITIONER

PETITIONER'S ATTORNEY

RESPONDENT

RESPONDENT'S ATTORNEY

Petitioner's/Movant's Intials:

Respondent's Intials: _____

TEMPORARY INJUNCTION

The temporary injunction granted below shall be effective immediately and shall be binding on **Petitioner/Respondent/the parties**; on **his/her/their** agents, servants, employees, and attorneys; and on those persons in active concert or participation with **him/her/them** who receive actual notice of this order by personal service or otherwise. The requirement of a bond is waived.

IT IS ORDERED that **Petitioner/Respondent/each party** is enjoined from: (Strike and initial those that do not apply)

1. 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.
2. Threatening the other party in person, by telephone, or in writing to take unlawful action against any person.
3. Placing one or more telephone calls, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication.
4. Causing bodily injury to the other party or to a child of either party.
5. Threatening the other party or a child of either party with imminent bodily injury.
6. Destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties.
7. Falsifying any writing or record relating to the property of either party.
8. 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 one or both of the parties.
9. Damaging or destroying the tangible property of one or both of the parties, including any document that represents or embodies anything of value.
10. Tampering with the tangible property of one or both of the parties, including any document that represents or embodies anything of value, and causing pecuniary loss to the other party.
11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of Petitioner or Respondent, whether personalty or realty, and whether separate or community, except as specifically authorized by this order.
12. Incurring any indebtedness, other than legal expenses in connection with this suit, except as specifically authorized by this order.
13. Making withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.

14. Spending any sums of cash in the possession or subject to the control of either party for any purpose, except as specifically authorized by this order.
15. Withdrawing or borrowing in any manner 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, except as specifically authorized by this order.
16. Entering any safe-deposit box in the name of or subject to the control of Petitioner or Respondent, whether individually or jointly with others.
17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies on the life of the Petitioner or Respondent, except as specifically authorized by this order.
18. Changing or in any manner altering the beneficiary designation on any life insurance on the life of Petitioner or Respondent or the parties' child.
19. 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.
20. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or other contractual services, such as security, pest control, landscaping, or yard maintenance at either party's residence or in any manner attempting to withdraw any deposits for service in connection with such services.
21. Excluding the other party from the use and enjoyment of that party's residence.
22. Opening or diverting mail addressed to the other party.
23. 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 parties or the other party without the personal signature of the other party.
24. Taking any action to terminate or limit credit or charge cards in the name of the parties or the other party.
25. Entering, operating, or exercising control over the motor vehicle(s) in the possession of the other party.
26. Discontinuing or changing the withholding from a party's wages or salary during the pendency of this suit.
27. Disturbing the peace of the child.

28. Removing the child beyond the jurisdiction of the Court, acting directly or in concert with others.
29. Disrupting or withdrawing the child from the school or daycare facility where the child is presently enrolled.
30. Hiding or secreting the child from the other party or changing the child's current place of abode, except as authorized by the Court.
31. Making disparaging remarks regarding the other party or the other party's family in the presence or within the hearing of the children.
32. Consuming alcohol or illegal narcotics twenty-fours (24) hours prior to and during any periods of possession of the children.
33. Permitting the child made the subject of this suit to remain in the presence of any unrelated overnight guest with whom the party has an intimate or dating relationship between the hours of 10:00 p.m. to 9:00 a.m.

IT IS ORDERED that each party is specifically authorized to engage in acts reasonable and necessary to the conduct of that party's usual business and occupation; to make expenditures for reasonable attorney's fees and expenses in connection with this suit; to make expenditures for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care; and to make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

The parties waive all of the requirements of TEX. R. CIV. P. 683, including issuance and service of the writ of injunction.