

Cause Number: _____
Print cause number and other court information exactly as the court assigned.

In the Matter of the Marriage of

Petitioner: _____
Print first, middle, and last name of the spouse who filed for divorce.

and

Respondent: _____
Print first, middle, and last name of other spouse.

In the _____
(Court Number)

☐ District Court
☐ County Court at Law

_____ County, Texas

And in the Interest of:

(Print the initials of each child you and your spouse have together who is under 18 or still in high school.)

1. _____ 2. _____ 3. _____

Final Decree of Divorce

A hearing took place on _____.
Date

There was no jury. Neither the husband nor wife asked for a jury.

1. Appearances

Petitioner

The Petitioner's name is: _____
First Middle Last

The Petitioner is the: (Check one box.) ☐ Husband ☐ Wife

(Check one box.)

- ☐ The Petitioner **was present**, self-represented, and announced ready for trial.
☐ The Petitioner **was present**, self-represented, and agreed to the terms of this Final Decree of Divorce (called "Decree" throughout this document).
☐ The Petitioner **was not present** but has signed this Decree, agreeing to its terms.

Respondent

The Respondent's name is: _____
First Middle Last

The Respondent is the: (Check one box.) ☐ Husband ☐ Wife

(Check one box.)

- ☐ The Respondent **was present**, self-represented, and announced ready for trial.
☐ The Respondent **was present**, self-represented, and agreed to the terms of this Decree.
☐ The Respondent **was not present** but filed an Answer or Waiver of Service and has signed this Decree, agreeing to its terms.
☐ The Respondent **was not present** but filed a Global Waiver of Service that waived Respondent's right to notice of this hearing and did not otherwise appear.
☐ The Respondent **was not present** but was served and has defaulted. The Petitioner has filed a Certificate of Last Known Address and a Military Status Affidavit.

2. Record

- ☐ A court reporter recorded today's hearing.
- ☐ A court reporter did not record today's hearing because the Husband, Wife, and judge agreed not to make a record.
- ☐ A Statement of the Evidence was signed by the Court.

3. Jurisdiction

The Court heard evidence and finds that it has jurisdiction over this case and the parties, that the residency and notice requirements have been met, and the Petition for Divorce meets all legal requirements.

The Court finds that: (Check one box.)

- ☐ It has been at least 60 days since the Petition for Divorce was filed.
- ☐ The **60-day waiting period is not required** because: (Check one box.)
 - ☐ Petitioner has an active Protective Order under Title 4 of the Texas Family Code or an active magistrate's order for emergency protection under Article 17.292 of the Texas Code of Criminal Procedure, against Respondent because Respondent committed family violence during the marriage.
 - ☐ Respondent has a final conviction or has received deferred adjudication for a crime involving family violence against Petitioner or a member of Petitioner's household.

4. Family Violence Statement

It has been represented to the Court that: (Check ONLY the option that applies to the situation.)

- ☐ There has been no pattern of child neglect or family violence by any party to this case within two years preceding the filing of this case or during the pendency of this case.
- Or**
- ☐ There **has** been family violence during this lawsuit, while the divorce was pending, or during the two years prior to the filing of this lawsuit.

5. Dates of Marriage and Separation (Check ONLY the option that applies to your situation.):

- ☐ My spouse and I got married on or about: _____
Month Day Year
- ☐ My spouse and I had an informal (common law) marriage.

6. Divorce

IT IS ORDERED that the Petitioner and the Respondent are divorced.

7. Children

7A. Children Husband and Wife Have Together

The Court finds that the Husband and Wife are the parents of the children listed below and that there are no other children born to or adopted by Husband and Wife who are under 18 years old or still in high school. (List all biological and adopted children you and your spouse have together who are under 18 or over 18 and still in high school.)

	Child's name	Sex	Date of Birth / /	Place of Birth	Social Security no.	State where child lives now
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____

The Court finds that there are **no other court orders** regarding any of the children listed above.

7B. Wife Not Pregnant

The Court finds that the Wife **is not** pregnant.

7C. Did the wife have a child with another partner while married to the husband?

(Check one box.)

- ☐ The Court finds that the Wife **did not** have any children with another man while married to the Husband.
- ☐ The Court finds that the Wife **did** have a child or children with another man while married to the Husband. All of the children born during the marriage that are not the husband's adopted or biological children are named below:

	Child's name	Sex	Date of Birth
1.	_____	_____	_____
2.	_____	_____	_____

The Court further finds that paternity of each child listed above **has** been established as set out below:

(Check one box below. Attach copy of court order or Acknowledgement and Denial of Paternity for each child.)

- ☐ A court order has established that another man is the biological father and/or the Husband is not the biological father of the child(ren) listed here:

A copy of the court order is attached to this Decree as Exhibit ____.

- ☐ An Acknowledgement of Paternity was signed by the biological father and a Denial of Paternity was signed by the Husband for the child(ren) listed here:

Each Acknowledgment and Denial of Paternity was filed with the Vital Statistics Unit. A copy of each Acknowledgment and Denial of Paternity is attached to this Decree as Exhibit(s) _____.

8. Parenting Plan

The Court finds that the following orders concerning the rights and duties of the Husband and Wife in relation to their child(ren), including orders for conservatorship (custody), possession and access (visitation), child support, medical support, and dental support are in the child(ren)'s best interest.

The Court further finds that these orders constitute the parenting plan of the Court for the child(ren) listed by name in **7A** above.

9. Conservatorship (Custody)

9A. Rights and Duties of Both Parents

The Court **ORDERS** that both parents always have the following rights:

Texas Family Code 153.073

1. The right to receive information from the other parent or conservator about the child(ren)'s health, education, and welfare;
2. The right to talk or confer with the other parent, to the extent it is possible, about upcoming decisions concerning the child(ren)'s health, education, and welfare;
3. The right to have access to the child(ren)'s medical, dental, psychological, and educational records;
4. The right to talk or consult with the child(ren)'s doctors, dentists, and psychologists;
5. The right to talk or consult with school officials, including teachers, and school staff, about the child(ren)'s welfare, educational status, and school activities;
6. The right to attend the child(ren)'s school activities, including school lunches, performances, and field trips;
7. The right to be designated as an emergency contact on their child(ren)'s records;
8. The right to give consent for emergency medical, dental, and surgical treatment if the child(ren)'s health or safety is in immediate danger; and
9. Each parent has the right to manage the child(ren)'s estate(s) if they created it for the child(ren) or if that parent's family created it for the child(ren).

The Court **ORDERS** that each parent has the following rights and duties when the parent is in possession of the child(ren):

Texas Family Code 153.074

1. The duty to care for, control, protect, and reasonably discipline the child(ren);
2. The duty to support the child(ren), including providing them with food, clothing, and shelter, and medical and dental care that does not involve an invasive procedure;
3. The right to consent to non-invasive medical and dental care for the child(ren); and
4. The right to direct the child(ren)'s moral and religious training.

The Court **ORDERS** that each parent always has the following duties:

Texas Family Code 153.076

1. The Court **ORDERS** that each parent has the duty to inform the other parent in a timely manner of significant information concerning the health, education, and welfare of the child(ren).

2. The Court ORDERS that each parent has the duty to inform the other parent if the parent resides with for at least thirty days, marries, or intends to marry a person who the parent knows is registered as a sex offender under Chapter 62 of the Code of Criminal Procedure or is currently charged with an offense that would require the person to register as a sex offender under that chapter, if convicted.

The parent is ORDERED to give this notice as soon as practicable, but no later than the 40th day after the date the parent or conservator begins to reside with the person, or within 10 days of marrying the person. The notice must include a description of the offense that required the person to register as a sex offender or the offense that the person is charged with that may require the person to register as a sex offender.

WARNING: A PARENT OR CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

3. The Court ORDERS that each parent has the duty to inform the other parent if the parent establishes a residence with a person who the parent knows is the subject of a final protective order sought by an individual other than the parent that is in effect on the date the residence with the person is established.

The parent is ORDERED to give this notice as soon as practicable but not later than the 30th day after the date the parent establishes residence with the person who is the subject of the final protective order.

WARNING: A PARENT OR CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT OR CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

4. The Court ORDERS that each parent has the duty to inform the other parent 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 parent after the expiration of the 60-day period following the date the final protective order is issued.

The parent is ORDERED to give this notice as soon as practicable but not later than the 90th day after the date the protective order was issued.

WARNING: A PARENT OR CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

5. The Court ORDERS that each parent of a child has the duty to inform the other parent of the child if the parent is the subject of a final protective order issued after the date of the order establishing conservatorship.

The parent is ORDERED to give this notice as soon as practicable but not later than the 30th day after the date the final protective order was issued.

WARNING: A PARENT OR CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

Note: A person who is the subject of a final protective order is the person who the protective order is against.

9B. Parents Appointed Conservators

If the parents will be joint managing conservators, check box **9B(1)** below and fill in the requested information.

If one parent will be the sole managing conservator and the other will be the possessory conservator, skip **9B(1)**. Go to the next page and check box **9B(2)**. Fill in the information requested in box **9B2**.

9B(1) ☐ Joint Managing Conservators

The Court **ORDERS** that the parents are appointed **Joint Managing Conservators** and:
(Check 9B(1)(a) or 9B(1)(b).)

9B(1)(a) ☐ One Parent Has the Exclusive Right to Decide Where the Child(ren) Live.

The Court **ORDERS** that _____
Print the name of the parent who will decide where the child(ren) live.

has the exclusive right to designate the primary residence of the child(ren) and that the parent: (Check one box.)

☐ may designate the child(ren)'s residence without regard to geographic location.

☐ must designate the child(ren)'s residence within the following geographic area:

(Check one box.)

☐ the school attendance zone of: _____.

☐ this county. ☐ this county or county adjacent to this county.

☐ Texas. ☐ other: _____.

9B(1)(b) ☐ Neither Parent Has the Exclusive Right to Decide Where the Child(ren) Live.

The Court **ORDERS** that neither parent has the exclusive right to designate the primary residence of the children. However, both parents are **ORDERED** not to move the children's primary residence from the following geographic area:

(Check one box.)

☐ the school district: _____.

☐ this county.

☐ this county or county adjacent to this county.

☐ other: _____.

The Court **ORDERS** that the parents, as **Joint Managing Conservators**, also have the rights and duties as marked below. The right or duty listed in the 1st column shall be exercised by the parent or parents as marked in the 2nd, 3rd, 4th, or 5th column.

(Check one box in each row.)

	Mother exclusively	Father exclusively	Parents jointly	Parents independently
1. The right to consent to invasive medical, dental, and surgical treatment for the child(ren)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The right to consent to psychiatric or psychological treatment for the child(ren)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The right to receive child support and save or spend these funds for the child(ren)'s benefit	<input type="checkbox"/>	<input type="checkbox"/>	No	No
4. The right to represent the child(ren) in a legal action and make important legal decisions that affect the child(ren)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The right to consent to a child's marriage, or to a child enlisting in the U.S. Armed Forces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The right to make decisions concerning the child(ren)'s education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The right to the services and earnings of the child(ren)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 8. The right to make decisions for the child(ren) about their estates if required by law (unless the child(ren) have a guardian or attorney ad litem or guardian of the estate) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The duty to manage the child(ren)'s estates to the extent the estates have been created by the parents' community or joint property. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

9B(2) ☐ Sole Managing Conservator and Possessory Conservator

The Court **ORDERS** that _____ is
 (Print the name of the parent appointed Sole Managing Conservator of the children.)
 appointed **Sole Managing Conservator** of the children.

The Court **ORDERS** that _____ is
 (Print the name of the parent appointed Possessory Conservator of the children.)
 appointed **Possessory Conservator** of the children.

The Court **ORDERS** that the **Sole Managing Conservator** has the following exclusive rights and duty:

1. The right to designate the primary residence of the child(ren) without geographic restriction;
2. The right to consent to medical, dental, and surgical treatment for the child(ren) involving invasive procedures;
3. The right to consent to psychiatric and psychological treatment of the child(ren);
4. The right to receive child support and to save or spend 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 United States Armed Forces;
7. The right to make decisions concerning the child(ren)'s education;
8. The right to the services and earnings of the child(ren);
9. Except when a guardian of the child(ren)'s estates 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 estates if the child(ren)'s action is required by a state, the United States, or a foreign government;
10. The duty to manage the estates of the child(ren) to the extent the estates have been created by community property or the joint property of the parents.
11. The right to apply for, renew, and maintain passports for the child(ren) unless this right is somehow limited by this order or another court order.

9C. Order Regarding Passports for the Children

The Court **ORDERS** that: (Check one box.)

- ☐ The Sole Managing Conservator named in this order shall have the exclusive right to apply for, renew, and maintain passports for the child(ren).
- ☐ Mother shall have the **exclusive** right to apply for and renew passports for the child(ren).
- ☐ Father shall have the **exclusive** right to apply for and renew passports for the child(ren).
- ☐ Neither parent has the exclusive right to apply for or renew passports for the child(ren). A parent who applies for or renews a passport for the child(ren) must obtain the written consent of the other parent.

10. Possession and Access (Visitation)

The Court **ORDERS** that the parents shall have possession and access to the child(ren) as ordered in the:

(Check one box. Attach the appropriate Possession Order to this Decree. Write Exhibit A at the top.)

- ☐ Standard Possession Order attached as Exhibit A and fully incorporated into this Decree.
- ☐ Modified Possession Order attached as Exhibit A and fully incorporated into this Decree.
- ☐ Supervised Possession Order attached as Exhibit A and fully incorporated into this Decree.

(Check only if needed. Attach a Possession and Access Order for Child Under 3. Write Exhibit B at the top.)

- ☐ The Court **ORDERS** that until a child is 3 years old, the parents shall have possession and access to the child as ordered in the Possession and Access Order for Child Under 3 attached as Exhibit B and fully incorporated into this Decree. The Court **ORDERS** that beginning on the child's 3rd birthday, the parents shall have possession and access to the child as ordered in the Possession and Access Order attached as Exhibit A.

11. Child Support

11A. Order to Pay Child Support

The Court **ORDERS** _____ (Obligor) to pay
(Print the name of the parent who will pay child support.)

child support to _____ (Obligee) in the amount
(Print the name of the parent who will receive child support.)

and manner described below until one of the following **events that terminate child support** occurs for each child listed in **7A** above.

11B. Events that Terminate Child Support

The obligation to pay child support for a child terminates when:

- The child turns 18, unless when the child turns 18 he or she is enrolled and complying with attendance requirements in a secondary school program leading toward a high school diploma or enrolled in courses for joint high school and junior college credit then child support terminates at the end of the month in which the child graduates,
- The child marries, dies, or is emancipated by court order,
- The child begins active duty in the United States armed forces,
- A court terminates the parent-child relationship between the man ordered to pay child support and the child based on genetic testing that determines the man is not the child's father, **or**
- The person ordered to pay child support and the person ordered to receive child support marry or remarry each other, unless a nonparent or agency has been appointed conservator of the child.

11C. Obligor and Obligee

The Court **ORDERS** that the parent ordered to **pay** child support in **11A** above is the **Obligor** and will be referred to as the "**Obligor**" throughout this section.

The Court **ORDERS** that the parent ordered to **receive** child support in **11A** above is the **Obligee** and will be referred to as the "**Obligee**" throughout this section.

11D. Child Support Amount(s)

If only one child will receive support, check box **11D(1)** and fill in the child support amount and start date.

If more than one child will receive support, check box **11D(2)** and fill in the child support amounts and start date. Information about the child support amount guidelines is available at bryanfagan.com.

11D(1) ☐ For a Single Child

Obligor is **ORDERED** to pay \$_____ child support per month. The 1st payment is due on _____. A like payment is due on the 1st day of each month
Month / Day / Year
after that **until** child support terminates for the child.

11D(2) ☐ For Multiple Children

Obligor is **ORDERED** to pay \$_____ child support per month. The 1st payment is due on _____. A like payment is due on the 1st day of each month after
Month / Day / Year
that **until** child support terminates for one child.

After child support terminates for one child, Obligor is **ORDERED** to pay \$_____ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for one child. A like payment is due on the 1st day of each month after that **until** child support terminates for a second child.

After child support terminates for two children, Obligor is **ORDERED** to pay \$_____ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a second child. A like payment is due on the 1st day of each month after that **until** child support terminates for a third child.

After child support terminates for three children, Obligor is **ORDERED** to pay \$_____ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a third child. A like payment is due on the 1st day of each month after that **until** child support terminates for a fourth child.

After child support terminates for four children, Obligor is **ORDERED** to pay \$_____ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a fourth child. A like payment is due on the 1st day of each month after that **until** child support terminates for a fifth child.

After child support terminates for five children, Obligor is **ORDERED** to pay \$_____ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a fourth child. A like payment is due on the 1st day of each month after that **until** child support terminates for a sixth child.

11E. Place of Payment

The Court ORDERS Obligor to send all child support payments to the **Texas Child Support State Disbursement Unit, PO Box 659791, San Antonio, TX 78265**, for distribution according to law.

The Income Withholding Order for Support authorized in this order shall include the child support payments. Additional payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

The Court ORDERS Obligor to Include the following information with each payment:

- Obligor's name,
- Obligee's name,
- Cause Number and County of Decree or Order,
- Attorney General Case Number (if applicable).

Payments should be made out to the Texas State Disbursement Unit or TXSDU.

11F. No Credit for Informal Payments

IT IS ORDERED that money paid by Obligor directly to Obligee or spent while in possession of the child(ren) does **NOT** count as child support and shall be deemed in addition to and not instead of the support ordered in this order.

Warning! Do **not** pay child support directly to the other parent. Send all child support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**. If you pay child support directly to the other parent, you won't get credit and you may have to pay again!

10G. Child Support Account / Fees

Each parent is ORDERED to:

- Fill out any forms necessary to set up a child support account, **and**
- Take the forms to the local Domestic Relations Office or county child support liaison within 5 days after the judge orders child support, **and**
- Pay when due all fees charged to that parent by the state disbursement unit and any other agency authorized by law to charge a fee for the collection and distribution of child support.

11H. Guideline or Non-Guideline Support

The Court finds that the child support ordered above is:

- ☐ **Guideline Support:** The amount of child support is approximately the amount recommended by the Texas Family Code Child Support Guidelines. See Texas Family Code, Chapter 154, Subchapter C.
- ☐ **Non-Guideline Support:** The amount of child support differs significantly from the amount recommended by the Texas Family Code Child Support Guidelines.

(If the amount ordered is **not** based on the guidelines, you must also provide the following information.)

The net monthly income/resources of the Obligor is \$ _____.

The net monthly income/resources of the Obligee is \$ _____.

Guideline child support would be _____ % of Obligor's net monthly resources, which is \$ _____ per month.

The **actual** monthly child support amount ordered is \$ _____, which is _____ % of Obligor's net monthly income/resources.

Guideline child support would be unjust or inappropriate under the circumstances because:

11I. Income Withholding

IT IS ORDERED that any employer of Obligor is ordered to withhold child support from Obligor's disposable earnings.

If an income withholding for support order is served on Obligor's employer, the employer shall withhold child support payments from Obligor's pay, and send it to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**, where the payments shall be recorded, and forwarded to Obligee. All child support withheld and paid in accordance with this order shall be credited against Obligor's child support obligation.

If the employer withholds less than 100% of the child support ordered, Obligor is ORDERED to send the balance owed to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX**

78265.

If an income withholding for support order is not served on the employer, or if Obligor's is self-employed or unemployed, Obligor's is ORDERED to send all child support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265.**

IT IS ORDERED that the Clerk of this Court shall cause a certified copy of the income withholding for support order to be delivered to any employer of Obligor, if asked to do so by Obligor, Obligee, a prosecuting attorney, the title IV-D agency, a friend of the Court, or a domestic relations office.

11J. Suspension of Income Withholding

(Check here if all parties agree not to have the employer withhold child support payments at this time.)

☐ The parties agree, and the Court ORDERS that an income withholding for support order shall not be served on the employer **unless:** 1) child support payments are more than 30 days late, 2) the past due amount is the same or more than the monthly child support amount, 3) another violation of this child support order occurs or 4) the Office of the Attorney General Child Support Division is providing services to Obligee. Obligor is ORDERED to send all child support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265,** where the payment will be recorded, and forwarded to Obligee.

11K. Change of Employment

Obligor is ORDERED to notify this Court and 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 **7 days** after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of Obligor and the name and address of Obligor's current employer, whenever that information becomes available.

11L. Child Support After Death

IT IS ORDERED that the provisions for child support in this decree shall be an obligation of Obligor's estate and shall not terminate on Obligor's death. Payments received for the benefit of the child(ren), including payments from the Social Security Administration, Department of Veterans Affairs, or other governmental agency or life insurance proceeds, annuity payments, trust distributions, or retirement survivor benefits, shall be a credit against this obligation. Any remaining balance of the child support is an obligation of Obligor's estate.

11M. Life Insurance Policy

Check here if the person ordered to pay child support should also be ordered to maintain a life insurance policy for as long as child support is ordered.

☐ As additional child support, the person paying child support under this order is ORDERED to obtain and maintain a life insurance policy on their life for as long as child support is ordered. The value of the policy shall be at least as much as the total child support obligation. The person receiving child support under this order must be named as the primary beneficiary for the benefit of the children.

NOTICE REGARDING MODIFYING (CHANGING) THIS CHILD SUPPORT ORDER

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 OR 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.

12. Medical and Dental Support

12A. Duty to Provide Medical and Dental Support

As additional child support, the Court **ORDERS** the parents to provide medical and dental support as set out in this order for each child listed in **7A** above until one of the following **events that terminate medical and dental support** occurs for the child.

12B. Events that Terminate Medical and Dental Support

The obligation to provide medical and dental support for a child terminates when:

- The child turns 18, unless when the child turns 18 he or she is enrolled and complying with attendance requirements in a secondary school program leading toward a high school diploma or enrolled in courses for joint high school and junior college credit then child support terminates at the end of the month in which the child graduates;
- The child marries, dies, or is emancipated by court order;
- The child begins active duty in the United States armed forces;
- A court terminates the parent-child relationship between the man ordered to pay child support and the child based on genetic testing that determines the man is not the child's father; or
- The person ordered to pay child support and the person ordered to receive child support marry or remarry each other, unless a nonparent or agency has been appointed conservator of the child.

12C. Definitions

“Child(ren)” means all children, whether one or more, listed in Section **7A** of this Final Decree of Divorce.

“Obligor” means the parent ordered to pay child support.

“Obligee” means the parent ordered to receive child support.

“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.

“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.

“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” (also called “unreimbursed expenses”) include related copayments and deductibles.

“Furnish” means—

- 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; **or**
- 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; **or**
- 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; **or**

- to deliver the document to the recipient at the recipient's email address if an email address for the recipient is provided below: (Check and print email address(s) if delivery by email is OK.)

☐ Obligee's email address: _____

☐ Obligor's email address: _____

In the event of any change in either recipient's email address, that recipient is ORDERED to notify the other recipient of such change in writing within twenty-four hours after the change.

12D. Court Findings about Health Insurance

Note: Texas law says that health insurance is available at a "reasonable cost" if the total cost of health insurance coverage for all children for which the Obligor is responsible under a medical support order is not more than 9 percent of the Obligor's annual resources. See Texas Family Code 154.181(e).

The Court finds that private health insurance for the child(ren): (Check one.)

- ☐ **is not** available at a reasonable cost to either parent. The Court finds that the children are:
(Check one.)

☐ currently covered by **Medicaid**.

☐ currently covered by **C.H.I.P.** at this cost: \$ _____.

☐ not currently covered by **Medicaid** or **C.H.I.P.**

- ☐ **is** available at a reasonable cost to the person ordered to pay child support through:
(Check one.)

☐ **Father's** work, membership in a union, trade association, or other organization, or other source available to Father.

☐ **Mother's** work, membership in a union, trade association, or other organization, or other source available to Mother.

12E. Orders about Health Insurance / Medical Support

The Court makes the following orders about health insurance / medical support for the child(ren).

Check box **12E(1)** if the Obligor will provide and pay for health insurance for the children.

Check box **12E(2)** if the Obligee will provide health insurance for the children and the Obligor will pay cash medical support to reimburse the Obligee for the cost of the insurance.

Check box **12E(3)** if neither parent has access to private health insurance at a reasonable cost. Obligee will be ordered to apply for coverage under a government medical assistance program and Obligor will be ordered to pay cash medical support.

Note: The **Obligor** is the parent ordered to pay child support. The **Obligee** is the parent who will receive child support.

12E(1) ☐ Obligor to Provide and Pay for Health Insurance

As additional child support, the Court ORDERS **Obligor**, _____,
(Print name of parent ordered to pay child support)

to obtain health insurance for the child(ren) within 15 days of the date of this order.

Obligor is ORDERED to then maintain health insurance for each child until one of the above "events that terminate medical and dental support" occurs for the child.

☐ If health insurance for the child(ren) terminates or lapses, Obligor is ORDERED to enroll the child(ren) in a health insurance plan at the next available enrollment period.

12E(2) ☐ Obligee to Provide Health Insurance / Obligor to Pay Cash Medical Support

As additional child support, the Court ORDERS **Obligee**, _____,
(Print name of parent who will receive child support)

to obtain health insurance for the child(ren) within 15 days of the date of this order.

Obligee is ORDERED to then maintain health insurance for each child until one of the above "events that terminate medical and dental support" occurs for the child.

☐ If health insurance for the child(ren) terminates or lapses, Obligee is ORDERED to enroll the child(ren) in a health insurance plan at the next available enrollment period.

As additional child support, the Court ORDERS **Obligor**, _____,
(Print name of parent ordered to pay child support)

to pay Obligee **cash medical support** of \$ _____ per month for **reimbursement** of health insurance premiums. The 1st payment is due on _____. A like payment is
Month / Day / Year

due on the 1st day of each month after that until one of the above "events that terminate medical and dental support" occurs for each child.

The Court ORDERS Obligor to send all cash medical support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265** for distribution according to law.

The Income Withholding Order for Support authorized in this order shall include the cash medical support payments. Additional payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

The Court ORDERS Obligor to Include the following information with each payment:

- Obligor's name,
- Obligee's name,
- Cause Number and County of Decree or Order,
- Attorney General Case Number (if applicable).

Payments should be made out to the Texas State Disbursement Unit or TXSDU.

The Court ORDERS that the cash medical support provisions of this order shall be an obligation of the estate of Obligor and shall not terminate on Obligor's death.

Warning! Do **not** pay cash medical support directly to the other parent. Send all payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**.

12E(3) ☐ Obligee to Apply for Coverage under a Government Medical Assistance Program or Health Plan / Obligor to Pay Cash Medical Support

The Court ORDERS **Obligee**, _____, to apply on behalf of
(Print name of parent who will receive child support)

each child for coverage under a governmental medical assistance program or health plan (i.e., Medicaid or C.H.I.P) **within 15** days of the date this decree or order is signed by the Court. If the children are already covered under such a program or plan, the Court ORDERS Obligee to continue such coverage.

When such health coverage is obtained, Obligee is ORDERED to maintain the coverage in full force and effect on each child by paying all applicable fees required for the coverage, including but not limited to enrollment fees and premiums for as long as the children are eligible for such coverage.

As additional child support, the Court ORDERS **Obligor**, _____,
(Print name of parent ordered to pay child support)

to pay Obligee **cash medical support** of \$ _____ per month. The 1st payment is due

on _____. A like payment is due on the 1st day of each month after that until
Month / Day / Year

one of the above “events that terminate medical and dental support” occurs for each child.

The Court ORDERS Obligor to send all cash medical support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265** for distribution according to law.

The Income Withholding Order for Support authorized in this order shall include the cash medical support payments. Additional payment options are found on the Office of the Attorney General’s website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

The Court ORDERS Obligor to Include the following information with each payment:

- Obligor’s name,
- Obligee’s name,
- Cause Number and County of Decree or Order,
- Attorney General Case Number (if applicable).

Payments should be made out to the Texas State Disbursement Unit or TXSDU.

Warning! Do **not** pay cash medical support directly to the other parent. Send all payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**.

The Court ORDERS that Obligor is allowed to **stop paying cash medical support**, for the time Obligor is providing health insurance coverage for the children, **if**:

- a. Health insurance for the children becomes available to Obligor at a reasonable cost; **and**
- b. Obligor enrolls the child(ren) in the insurance plan and pays all costs of the insurance; **and**
- c. Obligor provides Obligee and the Texas Office of the Attorney General Child Support Division the following information:
 - (1) proof that health insurance has been provided for the child(ren); and
 - (2) Obligor’s social security number; and
 - (3) Name and address of the Obligor’s employer; and
 - (4) Whether the employer is self-insured or has health insurance available; **and**
 - (4i) If the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim; **or**
 - (4ii) If the employer has health insurance available, the name of the health insurance carrier, the policy number, a copy of the policy and schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit a claim.

Note: This provision regarding when the Obligor may stop paying cash medical support is part of section **12E3**. It does **not** apply to any other section.

12F. Court Findings About Dental Insurance

Note: Texas law says that dental insurance is available at a “**reasonable cost**” if the total cost of dental insurance coverage for all children for which the Obligor is responsible under a dental support order is not more than **1.5 percent** of the Obligor’s annual resources. See Texas Family Code 154.1815.

The Court finds that dental insurance for the children: **(Check one.)**

- ☐ **is not** available at a reasonable cost to either parent.
- ☐ **is** available at a reasonable cost to the person ordered to pay child support (**Obligor**) through:
(Check one.)
- ☐ **Father’s** work, membership in a union, trade association, or other organization, or other source available to Father.
- ☐ **Mother’s** work, membership in a union, trade association, or other organization, or other source available to Mother.

12G. Orders About Dental Insurance / Dental Support

(Check one.)

- ☐ No orders about dental insurance/dental support are made at this time because neither parent has access to dental insurance at a reasonable cost.
- ☐ The Court makes the following orders about dental insurance / dental support for the child(ren):

Check box 12G(1) if the Obligor will provide and pay for dental insurance for the children.

Check box 12G(2) if the Obligees will provide dental insurance for the children and the Obligor will pay cash dental support to reimburse the Obligees for the cost of the insurance.

Note: The Obligor is the parent ordered in this decree to pay child support and the Obligees is the parent who will receive child support.

12G(1) ☐ Obligor to Provide and Pay for Dental Insurance

As additional child support, the Court ORDERS Obligor, _____,
(Print name of parent ordered to pay child support)

to get dental insurance for the child(ren) within 15 days of the date of this order.

Obligor is ORDERED to then maintain dental insurance for each child until one of the above "events that terminate medical and dental support" occurs for the child.

☐ If dental insurance for the child(ren) terminates or lapses, Obligor is ORDERED to enroll the child(ren) in a dental insurance plan at the next available enrollment period.

12G(2) ☐ Obligees to Provide Dental Insurance / Obligor to Reimburse Cost

As additional child support, the Court ORDERS Obligees, _____,
(Print name of parent who will receive child support)

to get dental insurance for the child(ren) within 15 days of the date of this order.

Obligees is ORDERED to then maintain dental insurance for each child until one of the above "events that terminate medical and dental support" occurs for the child.

If dental insurance for the child(ren) terminates or lapses, Obligees is ORDERED to enroll the child(ren) in a dental insurance plan at the next available enrollment period.

As additional child support, the Court ORDERS Obligor, _____,
(Print name of parent ordered to pay child support)

to pay Obligees cash dental support of \$ _____ per month for reimbursement of dental insurance premiums. The 1st payment is due on _____.
Month / Day / Year

due on the 1st day of each month after that until one of the above "events that terminate medical and dental support" occurs for each child.

The Court ORDERS Obligor to send all cash dental support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265** for distribution according to law.

The Income Withholding Order for Support authorized in this order shall include the cash dental support payments. Additional payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

The Court ORDERS Obligor to Include the following information with each payment:

- Obligor's name,
- Obligees's name,
- Cause Number and County of Decree or Order,
- Attorney General Case Number (if applicable).

Payments should be made out to the Texas State Disbursement Unit or TXSDU.

The Court ORDERS that the cash dental support provisions of this order shall be an obligation of the estate of Obligor and shall not terminate on their death.

12H. Parent to Furnish Information about Health Insurance

The parent providing health insurance for the child(ren) (called the “Insuring Parent” throughout this section) is also ORDERED to furnish to each conservator the following information **within 30 days** of the date the Insuring Parent receives notice of this order:

- Insuring Parent’s social security number;
- The name and address of Insuring Parent’s employer;
- Proof that health insurance has been provided for each child;
- Whether Insuring Parent’s employer is self-insured or has health insurance available;
- If Insuring Parent’s employer has health insurance available:
 - The name of the insurance carrier and the policy number;
 - A copy of the policy and a schedule of benefits;
 - A health insurance membership card;
 - Claim forms and any other information necessary to submit a claim; and
- If Insuring Parent’s employer is self-insured:
 - A copy of the schedule of benefits;
 - A membership card;
 - Claim forms and any other information necessary to submit a claim.

Insuring Parent is ORDERED to furnish to each conservator a copy of any renewals or changes to the health insurance policy covering the child(ren) and any additional information regarding health insurance coverage of the child(ren) **within 15 days** of receipt.

An Obligor ordered to provide health insurance coverage, is ORDERED to notify each conservator and any child support agency enforcing a support obligation against the Obligor of the:

- Termination or lapse of the health insurance coverage of the child(ren) **within 15 days** of the date of termination or lapse.
- Availability of additional health insurance for the child(ren) **within 15 days** of the date the additional health insurance becomes available.

If health insurance coverage terminates due to a change of employer, the Obligor, Obligee, or the child support agency may send the new employer a copy of the order requiring the employee to provide health insurance.

12I. Parent to Furnish Information about Dental Insurance

The parent providing dental insurance for the child(ren) (called the “Insuring Parent” throughout this section) is ORDERED to furnish to each conservator the following information **within 30 days** of the date the Insuring Parent receives notice of this order:

- Insuring Parent’s social security number;
- The name and address of Insuring Parent’s employer;
- Proof that dental insurance has been provided for each child;
- Whether Insuring Parent’s employer is self-insured or has dental insurance available;
- If Insuring Parent’s employer has dental insurance available:
 - The name of the insurance carrier,
 - The policy number;
 - A copy of the policy and a schedule of benefits;
 - A dental insurance membership card;
 - Claim forms; and
 - Any other information necessary to submit a claim; and
- If Insuring Parent’s employer is self-insured:
 - A copy of the schedule of benefits;
 - A membership card;

- Claim forms; and
- Any other information necessary to submit a claim.

Insuring Parent is ORDERED to furnish to each conservator a copy of any renewals or changes to the dental insurance policy covering the child(ren) and any additional information regarding dental insurance coverage of the child(ren) **within 15 days** of receipt.

An Obligor ordered to provide dental insurance coverage, is ORDERED to notify each conservator and any child support agency enforcing a support obligation against the Obligor of the:

- Termination or lapse of the dental insurance coverage of the child(ren) **within 15 days** of the date of termination or lapse.
- Availability of additional dental insurance for the child(ren) **within 15 days** of the date the additional dental insurance becomes available.

If dental insurance coverage terminates due to a change of employer, then the Obligor, Obligee or the child support agency may send the new employer a copy of the order requiring the employee to provide dental insurance.

12J. Order for Insurer to Enroll Child(ren)

If the parent ordered to provide health insurance for the child(ren) is eligible for dependent health coverage but fails to apply to obtain coverage for the child(ren), the insurer is ORDERED to enroll the child(ren) on application of the other parent or others as authorized by law. See Texas Insurance Code, 1504.051

If the parent ordered to provide dental insurance for the child(ren) is eligible for dependent dental coverage but fails to apply to obtain coverage for the child(ren), the insurer is ORDERED to enroll the child(ren) on application of the other parent or others as authorized by law. See Texas Insurance Code, 1504.051

12K. Expenses Not Covered by Insurance

Obligor and Obligee are each ORDERED to pay **50 percent** of all reasonable and necessary health-care expenses for the child(ren) that are not covered by health insurance, unless:

- The parent ordered to provide health insurance is not providing health insurance as ordered, then that parent is liable for **100 percent** of all necessary medical expenses of the child(ren) and for the costs of health insurance premiums or contributions, if any, paid on behalf of the child(ren).
- The parent ordered to provide dental insurance is not providing dental insurance as ordered, then that parent is liable for **100 percent** of all necessary dental expenses of the child(ren) and for the costs of dental insurance premiums or contributions, if any, paid on behalf of the child(ren).

If **12E(3)** above is checked, Obligee is ORDERED to pay **50 percent** of all reasonable and necessary health-care expenses for the child(ren) that are not reimbursed by health insurance or covered by the cash medical support paid by Obligor and Obligor is ORDERED to pay **50 percent** of the total unreimbursed health-care expenses that exceed the amount of cash medical support paid by Obligor. Obligor is liable for **100 percent** of all necessary medical expenses incurred for the child(ren) in any month that Obligor neither pays cash medical support nor provides health insurance for the child(ren).

The parent who incurs a health-care expense on behalf of a child (called the “incurring parent”) is ORDERED to give the other parent (called the “nonincurring parent”) a copy of all forms, receipts, bills, statements, and explanations of benefits that show the portion of the expense not covered by insurance **within 30 days** of receipt. The nonincurring parent is ORDERED to pay their percentage of any uninsured expense **within 30 days** of receiving documentation of the expense by paying the health-care provider directly **or** reimbursing the incurring parent, if the nonincurring parent’s portion has already been paid.

12L. Claims

Either parent may file claims and receive payments directly from the insurance carrier. Further, for the sole purpose of Texas Insurance Code 1204.251 and 1204.252, the party who is not carrying the

insurance policy is designated the managing conservator or possessory conservator of the children. Any reimbursement payments received from the health insurance carrier belongs to the parent who paid the expense. If the insurance carrier sends reimbursement to the parent who did not pay the expense, they are ORDERED to endorse the check and deliver it to the parent who paid the expense **within 3 days**.

12M. Health Insurance Policy Requirements

Each parent is ORDERED to follow all requirements of any health insurance policy covering the child(ren) to get maximum reimbursement and direct payment from the insurance company. This includes requirements for giving advance notice to the insurance company, getting second opinions, **and** using "preferred providers." If a parent incurs health-care expenses for the child(ren) using "out-of-network" health-care providers or services, or fails to follow the health insurance company procedures or requirements, that parent shall pay all such health-care expenses incurred unless: the expenses are emergency health-care expenses, the parents have a written agreement regarding such health-care expenses, **or** the Court makes a different order. Denial of a bill by an insurance carrier does not excuse the obligation of the parents to pay the expense.

12N. WARNING

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

13. Parents' Information

13A. Disclosure of Mother's Information (Check one box.)

- ☐ The Court ORDERS Mother to disclose the following information and changes in that information to Father, the Court and the State Case Registry as required by Texas Family Code 105.006 and ORDERED in section 13 of this Decree.

(Fill in the following information for the Wife/Mother.)

Name: _____

Home Address: _____

Mailing Address: _____

E-mail Address: _____

Home phone: _____ Work phone: _____

FULL Social Security No.: _____

Driver's License No.: _____ Issuing state: _____

Employer: _____

Work address: _____

- ☐ The Court finds, pursuant to Texas Family Code 105.006(c) and 105.007(c), that disclosure of Mother's information to Father is likely to cause Mother or the children harassment, abuse, serious harm or injury or would subject Mother or the children to family violence. The Court ORDERS that Mother's address and other identifying information not be disclosed. The Court further ORDERS that Mother is **not** required to give her address or other identifying information to Father or notify Father or the Court of changes in that information. The Court ORDERS Mother to provide her mailing and email

address and changes in her mailing or email address to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

13B. Disclosure of Father's Information (Check one box.)

- ☐ The Court ORDERS Father to disclose the following information and changes in that information to Mother, the Court and the State Case Registry as required by Texas Family Code 105.006 and ORDERED in section 12 of this Decree.

(Fill in the following information for the Husband/Father.)

Name: _____
Home Address: _____
Mailing Address: _____
E-mail Address: _____
Home phone: _____ Work phone: _____
FULL Social Security No.: ____ -- ____ -- ____
Driver's License No.: _____ Issuing state: _____
Employer: _____
Work address: _____

- ☐ The Court finds, pursuant to Texas Family Code Section 105.006(c) and 105.007(c), that disclosure of Father's information to Mother is likely to cause Father or the children harassment, abuse, serious harm or injury or would subject Father or the children to family violence. The Court ORDERS that Father's address and other identifying information **not** be disclosed. The Court further ORDERS that Father is **not** required to give his address or other identifying information to Mother or notify Mother or the Court of changes in that information. The Court ORDERS Father to provide his mailing and email address and changes in his mailing or email address to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

14. Required Notices

This section is not applicable if and to the extent it conflicts with the Court's Order regarding disclosure of information in section 11 above.

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EVERY OTHER PARTY, THE COURT, AND THE STATE CHILD SUPPORT REGISTRY OF ANY CHANGE IN THE PARTY'S:

- CURRENT RESIDENCE ADDRESS,
- MAILING ADDRESS,
- HOME TELEPHONE NUMBER,
- E-MAIL ADDRESS,
- 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 THE 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 GIVE NOTICE OF THE CHANGE TO PROVIDE 60 DAYS' NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE 5TH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

Husband received the following money recovery for personal injuries that occurred during the marriage that is not for lost wages or medical expenses: _____

16B. Husband's Community Property

The Court ORDERS that the Husband is awarded the following community property as his sole and separate property and Wife is divested of (loses) all right, title, interest and claim in and to that property. Wife is ORDERED to sign any deeds or documents needed to transfer any property listed below to the Husband. Husband is responsible for preparing the documents.

1. All property in Husband's care, custody, or control, or in Husband's name, that this Decree does not give to the Wife.
2. House or land located at: _____.

Street AddressCityStateZip

Legal Description: _____

Note: The legal description is on the deed you received when you became an owner of the house or land. It is also available at the county clerk's office in the county where the house or land is located. Do NOT use the legal description listed on your property tax bill because it is usually incomplete. IT IS VERY IMPORTANT THAT THIS INFORMATION IS CORRECT. If you are not absolutely sure, talk to a lawyer.

3. All cash and money in any bank or other financial institution listed in Husband's name alone.
4. Any insurance policy that covers Husband's life.
5. Husband's cars, trucks, motorcycles or other vehicles listed below:

Year	Make	Model	Vehicle Identification No. [VIN]
2015	Toyota	Camry	5YDRU5E68F0000000
2016	Toyota	Camry	5YDRU5E68F0000000
2017	Toyota	Camry	5YDRU5E68F0000000
2018	Toyota	Camry	5YDRU5E68F0000000
2019	Toyota	Camry	5YDRU5E68F0000000
2020	Toyota	Camry	5YDRU5E68F0000000
2021	Toyota	Camry	5YDRU5E68F0000000
2022	Toyota	Camry	5YDRU5E68F0000000
2023	Toyota	Camry	5YDRU5E68F0000000
2024	Toyota	Camry	5YDRU5E68F0000000
2025	Toyota	Camry	5YDRU5E68F0000000
2026	Toyota	Camry	5YDRU5E68F0000000
2027	Toyota	Camry	5YDRU5E68F0000000
2028	Toyota	Camry	5YDRU5E68F0000000
2029	Toyota	Camry	5YDRU5E68F0000000
2030	Toyota	Camry	5YDRU5E68F0000000

6. Husband will also keep the following property: _____

(Fill in all lines. If there is no property to declare in a particular category, write "none.")

16C. Wife's Separate Property

The Court confirms that Wife owns the following property as her separate property:

1. **House** or **Land** located at: _____
- | Street Address | City | State | Zip |
|----------------|------|-------|-----|
| | | | |

- ☐ Wife owned this property before marriage.
- ☐ Wife received this property as a gift or inheritance.

2. **Cars, trucks, motorcycles or other vehicles** Wife owned these vehicles **before** marriage or received them as a gift or inheritance **during** the marriage:

Year	Make	Model	Vehicle Identification No. [VIN]
------	------	-------	----------------------------------

3. Other Money or Property Confirmed as Wife's Separate Property

Wife owned the following money or property **before** the marriage or inherited or received the money or property as a gift **during** the marriage: _____

Wife received the following money recovery for personal injuries that occurred during the marriage that is not for lost wages or medical expenses: _____

16D. Wife's Community Property

The Court ORDERS that the Wife is awarded the following property as her sole and separate property and Husband is divested of (loses) all right, title, interest and claim in and to that property. Husband is ORDERED to sign any deeds or documents needed to transfer any property listed below to the Wife. Wife is responsible for preparing the documents.

1. All property in Wife's care, custody or control, or in Wife's name, that this Decree does not give to the Husband.
2. House or land located at: _____.

Legal Description: _____

Note: The legal description is on the deed you received when you became an owner of the house or land. It is also available at the county clerk's office in the county where the house or land is located. Do NOT use the legal description listed on your property tax bill because it is usually incomplete. IT IS VERY IMPORTANT THAT THIS INFORMATION IS CORRECT. If you are not absolutely sure, talk to a lawyer.

3. All cash and money in any bank or other financial institution listed in Wife's name alone.
4. Any insurance policy that covers Wife's life.
5. Wife's cars, trucks, motorcycles or other vehicles listed below:

Year	Make	Model	Vehicle Identification No. [VIN]
------	------	-------	----------------------------------

6. Wife will also keep the following property: _____

(Fill in all lines. If there is no property to declare in a particular category, write "none.")

16E. Retirement Funds in Husband's Name

(For example: pension, retirement, 401(k), 403(b), employee stock ownership, profit sharing, thrift, Keogh, and stock option plans, as well as individual retirement accounts (IRAs), annuities, and variable annuity life insurance benefits.)

The Court makes the following orders regarding retirement funds in Husband's name.

(Check 16E(1) or 16E(2).)

- 16E(1) ☐ Husband is awarded **100%** of all retirement funds in Husband's name alone, including but not limited to all rights to any pension, retirement, military retirement, 401(k), 403(b), employee stock ownership, profit sharing, thrift, Keogh, and stock option plans in Husband's name alone, along with 100% of any individual retirement accounts (IRAs), annuities, and variable annuity life insurance in Husband's name alone.

- 16E(2) ☐ The following retirement funds in Husband's name are divided between Husband and Wife:
(It is very important to list the exact name and account number of any retirement fund being divided by the Court.)

Formal Name of Retirement Fund	Account Number

The Court **ORDERS** that the portion of each retirement fund listed above accrued between the date of the marriage ____/____/____ and the date this Final Decree of Divorce is signed by the Court: (Check one.)

- ☐ is awarded **50%** to Husband and **50%** to Wife and as more specifically described in the **Qualified Domestic Relations Order** signed by the Court.
- ☐ is awarded ____% to Husband and ____% to Wife and as more specifically described in the **Qualified Domestic Relations Order** signed by the Court.
- ☐ is awarded \$ _____ to Wife and the remainder to Husband and as more specifically described in the **Qualified Domestic Relations Order** signed by the Court.
- ☐ other: _____

The Court **ORDERS** that Husband is awarded all retirement funds in Husband's name alone that are not specifically awarded to Wife above.

The Court checks this box, if applicable.

- ☐ A **Qualified Domestic Relations Order** was signed by the Court on the same day this Final Decree of Divorce was signed by the Court.

16F. Retirement Funds in Wife's Name

(For example: pension, retirement, 401(k), 403(b), employee stock ownership, profit sharing, thrift, Keogh, and stock option plans, as well as individual retirement accounts (IRAs), annuities and variable annuity life insurance benefits.)

The Court makes the following orders regarding retirement funds in Wife's name.
(Check 16F(1) or 16F(2).)

- 16F(1) ☐ Wife is awarded **100%** of all retirement funds in Wife's name alone, including all rights to any pension, retirement, military retirement, 401(k), 403(b), employee stock ownership, profit sharing, thrift, Keogh, and stock option plans in Wife's name alone, along with 100% of any individual retirement accounts (IRAs), annuities, and variable annuity life insurance in Wife's name alone.

- 16F(2) ☐ The following retirement funds in Wife's name are divided between Husband and Wife:
(It is very important to list the exact name and account number of any retirement fund being divided by the Court.)

Formal Name of Retirement Fund	Account Number

The Court **ORDERS** that the portion of each retirement fund listed above accrued between the date of the marriage ____/____/____ and the date this Final Decree of Divorce is signed by the Court: (Check one.)

- ☐ is awarded **50%** to Wife and **50%** to Husband and as more specifically described in the **Qualified Domestic Relations Order** signed by the Court.
- ☐ is awarded ____% to Wife and ____% to Husband and as more specifically described in the **Qualified Domestic Relations Order** signed by the Court.
- ☐ is awarded \$ _____ to Husband and the remainder to Wife and as more specifically described in the **Qualified Domestic Relations Order** signed by the Court.
- ☐ other: _____

The Court **ORDERS** that Wife is awarded all retirement funds in Wife's name alone that are not specifically awarded to Husband above.

The Court checks this box, if applicable.

- ☐ A **Qualified Domestic Relations Order** was signed by the Court on the same day this Final Decree of Divorce was signed by the Court.

16G. Debts to Husband

The Court **ORDERS** Husband to pay the debts listed below:

1. All debts, taxes, bills, liens, and other charges, past, present, and future, that are in Husband's name alone unless this Decree requires otherwise.
2. Any debt Husband incurred after separation. Date of separation: _____.
Month Day Year
3. The balance due on any loan or mortgage for the real property (house or land) that this Decree gives to Husband alone.
4. The balance due on any loan for any vehicles that this Decree gives to Husband alone.
5. All other debts listed below, which are not in Husband's name alone: (such as credit cards, student loans, medical bills, income taxes) _____

16H. Debts to Wife

The Court **ORDERS** Wife to pay the debts listed below:

1. All debts, taxes, bills, liens, and other charges, present and future, that are in Wife's name alone unless this Decree requires otherwise.
2. Any debt Wife incurred after separation. Date of separation: _____.
Month Day Year
3. The balance due on any loan or mortgage for the real property that this Decree gives to Wife alone.
4. The balance due on any loan for any vehicles that this Decree gives to Wife alone.

5. All other debts listed below, which are not in Wife's name alone: (such as credit cards, student loans, medical bills, income taxes)
-

17. Muniment of Title

This Decree shall serve as a muniment of title to transfer ownership of all property awarded to any party in this Final Decree of Divorce. (A "muniment of title" creates an official record of ownership transfer.)

18. Name Change

The Court ORDERS the name of the: (Check all boxes that apply.)

- ☐ Husband changed back to a name used before marriage, as it appears below.

First	Middle	Last
-------	--------	------

- ☐ Wife changed back to a name used before marriage, as it appears below.

First	Middle	Last
-------	--------	------

19. Court Costs

The costs of court shall be paid by the spouse who incurred them to the extent the party is required to pay such costs. A spouse who filed a statement of inability to afford payment of court costs or affidavit of indigency that was not successfully contested is not required to pay court costs.

20. Other Orders

The court has the right to make other orders, if needed, to clarify or enforce the orders above.

21. Final Order

Any orders requested that do not appear above are denied. This Decree is a final judgment that disposes of all claims and all parties and is appealable.

Date of Judgment

Judge's Signature

Judge's Printed Name

By signing below, the Petitioner agrees to the form and substance of this Order.



Petitioner's Signature

Phone number

Petitioner's Name (print)

Date

Mailing
Address: _____

E-mail: _____
Fax: _____
(if available) _____

By signing below, the Respondent agrees to the form and substance of this Order.



Respondent's Signature

Phone number

Respondent's Name (print)

Date

Mailing
Address: _____

E-mail: _____
Fax: _____
(if available) _____

Note: For information about divorce in Texas, including how to file an answer, go to www.bryanfagan.com.

Ready to take the first step towards your goals? Call **281-810-9760** now to schedule your free consultation. Don't wait, your future starts with a simple phone call.