

**Every case will include a Petitioner and a Respondent.** Most cases won't include a Respondent B and Respondent C. If your case doesn't include more than two parties, you won't have a Respondent B or Respondent C. If you don't have a Respondent B or Respondent C in your case, mark a line through choices that name Respondent B or Respondent C.

It is possible to have more than one person ordered to pay child support. This may be the case for you, if your case has more than one respondent.

## Exhibit Child Support Order

[It is presumed it is in a child's best interest for the Co-Parent to pay child support to the Home Parent according to the child support guidelines found in Chapter 154 of the Texas Family Code. **NOTE: If you have guideline child support ordered, you must complete one of the following sections. Choose either Section A or Section B of this Exhibit Child Support Order.**]

[If the child support order differs significantly from the child support guidelines of Chapter 154, you must explain the reason for the difference to the Court. **NOTE: If the child support ordered differs significantly from the child support guidelines, you must also complete Section C of this Exhibit Child Support Order.**]

["Guideline Child Support" is based on the formula that Obligor pays 20% of his or her net resources to support one child, and an additional 5% for each additional child of this suit. This percentage may be reduced if Obligor is responsible for supporting additional children from another relationship. See Section 154 of the Texas Family Code for a complete discussion of the child support guidelines.

Obligors are not required to support children who have reached the age of eighteen (18) **and** have graduated or left high school. Some Obligors choose to continue paying the same amount of support even after an older child has reached the age of eighteen (18) and left school.

If you have more than one child in need of support, parties may agree to keep child support at the same level, even though the law no longer requires the Obligor to support a particular child. However, if the Obligor prefers that child support be reduced as each child no longer requires child support, he or she is entitled to a "**step down**" (reduction of the child support ordered), to accurately reflect the actual number of children that the law requires the Obligor to support.]

**Obligor.** (Co-Parent) In this order and this Exhibit: [Check all that apply.]

- Petitioner is the Obligor, the person who must pay child support.  
**OR**  
 Respondent A is the Obligor, the person who must pay child support.  
**OR**  
 Respondent B is the Obligor, the person who must pay child support.  
**OR**  
 Respondent C is the Obligor, the person who must pay child support.

**Obligee.** (Home-Parent) In this order and this Exhibit: [Check only one.]

- Petitioner is the Obligee, the person who has a right to receive child support.  
**OR**  
 Respondent A is the Obligee, the person who has a right to receive child support.  
**OR**  
 Respondent B is the Obligee, the person who has a right to receive child support..  
**OR**  
 Respondent C is the Obligee, the person who has a right to receive child support..

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## A. Constant Child Support Order

[Complete this section IF the parties agree that Obligor should **pay the same amount of child support** *until each and every* child of the suit no longer requires child support. If the parties do not agree to have a constant child support order, then skip this section and complete Section B, Step Down Child Support order, where the Obligor receives a reduction in child support as each individual child no longer requires child support.]

IT IS ORDERED that Obligor (Co-Parent) must pay and shall pay child support to Oblige (Home-Parent) in the amount of \$\_\_\_\_\_ per month. The first payment is due and payable on the first day of the first month immediately following the date this order is signed.

IT IS FURTHER ORDERED that the same amount is due and payable on the first day of each month thereafter until the first month *following* the date on which one of the following events has occurred with respect to *each and every* child subject of this suit:

1. The child reaches the age of eighteen years, *provided that*,
  - (a) The child is enrolled in an accredited secondary school program leading toward a high school diploma, or in courses for joint high school and junior college credit, or on a full-time basis in a private secondary school program leading toward a high school diploma; *and*
  - (b) *The child is complying with the minimum attendance requirements* of Chapter 25 of the Education Code, or the minimum attendance requirements imposed by the school in which the child is enrolled, if the child is enrolled in a private secondary school;

Then the periodic child-support payments shall continue to be due and paid until the end of the month in which the child graduates; or

2. The child marries; or
  3. The child dies; or
  4. The child's disabilities are otherwise removed for general purposes; or
  5. The date on which the Court enters a further order modifying child support, or
  6. The Court makes a finding that the child is 18 years of age or older and has failed to comply with the enrollment or attendance requirements described above.
  7. The marriage or re-marriage of Obligor and Oblige.
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**B. “Step Down Child Support Order”**

[Complete this section if the parties **agree to lower** the monthly amount of **child support** paid by Obligor, Co-Parent, **EACH TIME** a child of the suit no longer requires child support.]

IT IS ORDERED that Obligor (Co-Parent) must pay and shall pay child support to Obligee (Home-Parent) in the amount of \$\_\_\_\_\_ per month. The first payment is due and payable on the first day of the first month immediately following the date this order is signed.

IT IS FURTHER ORDERED that the same amount is due and payable on the first day of each month thereafter until the first month following the date on which one of the following events has occurred with respect to any child subject of this suit:

1. The child reaches the age of eighteen years, *provided that*,
  - (c) The child is enrolled in an accredited secondary school program leading toward a high school diploma, or in courses for joint high school and junior college credit, or on a full-time basis in a private secondary school program leading toward a high school diploma; *and*
  - (d) *The child is complying with the minimum attendance requirements* of Chapter 25 of the Education Code, or the minimum attendance requirements imposed by the school in which the child is enrolled, if the child is enrolled in a private secondary school;Then the periodic child-support payments shall continue to be due and paid until the end of the month in which the child graduates; or
2. The child marries; or
3. The child dies; or
4. The child’s disabilities are otherwise removed for general purposes; or
5. The date on which the Court enters a further order modifying child support, or
6. The Court makes a finding that the child is 18 years of age or older and has failed to comply with the enrollment or attendance requirements described above.
7. The marriage or re-marriage of Obligor and Obligee.

Thereafter, Obligor (Co-Parent) is ORDERED to pay to Obligee (Home-Parent) child support of \$\_\_\_\_\_ per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and the same amount being due on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

Thereafter, Obligor (Co-Parent) is ORDERED to pay to Obligee (Home-Parent) child support of \$\_\_\_\_\_ per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and the same amount being due on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

Thereafter, Obligor (Co-Parent) is ORDERED to pay to Obligee (Home-Parent) child support of \$\_\_\_\_\_ per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and the same amount being due on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

Thereafter, Obligor (Co-Parent) is ORDERED to pay to Obligee (Home-Parent) child support of \$\_\_\_\_\_ per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and the same amount being due on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

Thereafter, Obligor (Co-Parent) is ORDERED to pay to Obligee (Home-Parent) child support of \$\_\_\_\_\_ per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and the same amount being due on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

**C. Deviation from Child Support Guidelines**

[Complete this section, Deviation from Child Support Guidelines **ONLY IF** the child support ordered is significantly more or less than the child support recommended in the Child Support Guidelines found in Chapter 154 of the Texas Family Code.]

In accordance with Texas Family Code section 154.130, the Court makes the following findings and conclusions regarding the child-support order made in open court in this case on this day:

1. The application of the guidelines in this case would be unjust or inappropriate.
2. The amount of net resources available to the Obligor (Co-Parent) per month is \$\_\_\_\_\_.  
[Net resources are all wage and salary income, including: commission, overtime pay, tips and bonuses; interest, dividends, and royalty income; self-employment income; rental income (income received from rentals after expenses and mortgage payments); and all income actually received (including retirement pay, pensions, trust income, annuities, capital gains, social security benefits, unemployment benefits, disability and worker’s compensation benefits, interest from notes, gifts and prizes, spousal maintenance, and alimony).]
3. The amount of net resources available to the Obligee (Home Parent) per month is \$\_\_\_\_\_.
4. The number of minor children before the Court is \_\_\_\_\_. (minor children husband and wife have together)
5. The names and birth dates of all children not before the Court who reside in the same household with the Obligor (Co-parent) and/or for whom the Obligor (Co-parent) has a legal duty to pay support are as follows: [PRINT the names and birth dates of the minor children Obligor has who are not Obligee’s biological children, and for whom Obligor provides support or who reside with Obligor.]

Full Name:	Birth Date:
Full Name:	Birth Date:
Full Name:	Birth Date:
Full Name:	Birth Date:
Full Name:	Birth Date:

6. If the percentage guidelines of section 154.125 or 154.129 of the Texas Family Code are applied to the first \$6,000 of Obligor’s (Co-Parent’s) net resources, the amount of child-support payments per month is \$\_\_\_\_\_.
7. The percentage applied to the first \$6,000 of Obligor’s (Co-Parent’s) net resources for child support by the actual order rendered by the Court is \_\_\_\_\_ % (percent).
8. The specific reasons that the amount of child support per month ordered by the Court is different from the amount computed by applying the percentage guidelines of section 154.125 or 154.129 of the Texas Family Code are:

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**D. Withholding from Earnings**

IT IS ORDERED that any employer of Obligor shall be ordered to withhold from earnings for child support from the disposable earnings of Obligor for the support of the children who are the subject of this suit. [Obligor’s employer must take out child support from Obligor’s paycheck.]

**E. Suspension of Withholding from Earnings**

The COURT FINDS that good cause exists, or the parties agree, that no order to withhold earnings for child support should be delivered to any employer of Obligor as long as no delinquency or other violation of the child support order occurs. A delinquency occurs when Obligor is behind in child support payments for more than thirty days, or the past due amount equals or is greater than the amount due for a one-month period. If a delinquency or other violation occurs, upon request, the clerk shall deliver the order to withhold earnings as provided in this order.

[Check this box ONLY IF the parties agree that you do not want the Obligor’s employer to take child support out of Obligor’s paycheck.]

ACCORDINGLY, IT IS ORDERED that, as long as no delinquency or other violation of this child support order occurs, all payments shall be made through the Child Support State Disbursement Unit and then promptly forwarded to the Obligee for the support of the children. If a delinquency or other violation occurs, all payments shall be made according to the order to withhold earnings as provided in this order.

**F. Withholding as Credit against Support Obligation.**

[If the employer fails to deduct it or does not deduct the correct amount, Obligor must pay directly to the child support registry.]

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 paid by this decree through the means of withholding from earnings shall discharge the child-support obligation. If the amount withheld from earnings and credited against the child-support obligation is less than 100 percent of the amount ordered to be paid by this decree, the balance due remains an obligation of Obligor, and it is hereby ORDERED that Obligor pay the balance due directly to the local registry of the court specified below.

**G. Order to Employer.**

[If child support is ordered, then the Court will sign an Employer’s Order to Withhold Earnings for Child Support, even if the parties agree not to have the order served at this time. The order tells the employer to have child support taken out of Obligor’s paycheck. Either parent can have a process server officially give this Order to the employer. Parents can also agree not to give it to the employer, so that child support will not be deducted from the Obligor’s paycheck. If parents choose not to give the Order to the employer, Obligor still must pay child support directly to the child support registry.]

“On this date the Court signed an Employer’s Order to Withhold from Earnings for Child Support.”

IT IS ORDERED that, on the request of a prosecuting attorney, the attorney general, Obligee, or Obligor, the clerk of this Court shall cause a certified copy of the “Employer’s Order to Withhold from Earnings for Child Support” to be delivered to any employer.

IT IS FURTHER ORDERED that the clerk of this Court shall attach a copy of subchapter C of chapter 158 of the Texas Family Code for the information of any employer.

**H. Payments through Child Support State Disbursement Unit**

[It is Texas law that all child support payments must be made through the state registry, before they are forwarded to the Obligee. No credit is given for payments that are not made through the registry.]

IT IS ORDERED that all payments shall be made through Child Support State Disbursement Unit, PO Box 659791, San Antonio, Texas 78265-9791, and then forwarded by that agency to Obligee for support of the children.

**I. Establishment of Account and Payment of Domestic Relations Office Service Fee**

- (a) IT IS ORDERED THAT both the Obligor and Obligee shall complete a “Request to Establish an Account” form and deliver it to the Domestic Relations Office within 5 days after the court has approved and signed this decree.
- (b) Upon receipt of this form, the Domestic Relations Office shall set up and open an account in the State Disbursement Unit database in order that all payments of child support received by that Unit can be distributed according to law.
- (c) IT IS FURTHER ORDERED THAT, at the time an account is established at the Domestic Relations Office, that both the Obligor and Obligee shall each pay the required service fee, as authorized by Texas Family Code Section 203.005 (a)(5).
- (d) Each party is ordered to pay this fee each and every year that a child support account remains active with the Domestic Relations Office.

**J. No Credit for Informal Payments**

IT IS ORDERED that the child support as prescribed in this decree shall be exclusively discharged in the manner ordered and that any direct payments made by Obligor to Obligee or any expenditures incurred by Obligor during Obligor’s periods of possession of or access to the children, as prescribed in this decree, for food, clothing, gifts, travel, shelter, or entertainment are deemed in addition to and not in lieu of the support ordered in this decree.

[No credit is given for child support payments that are not made through the State Disbursement Unit.]

**K. Support as Obligation of Estate**

IT IS ORDERED that the provisions for child support in this decree shall be an obligation of the estate of Obligor and shall not terminate on the death of Obligor. Payments received for the benefit of the children from the Social Security Administration, Department of Veteran’s Affairs, other government agency, or life insurance shall be a credit against this obligation.

[If Obligor dies, Obligor’s estate, if any, must pay the remaining child support due. If Social Security Administration, etc., is making payments to the child, then this money is credited toward any remaining child support due.]

**L. Notice of Change of Address**

[Obligor must notify the Court of a change in address or employment.]

IT IS FURTHER ORDERED that Obligor shall notify this Court and Obligee by US certified mail, return receipt requested, of any changes of address and of any termination of employment. This notice shall be given no later than seven days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of Obligor and the name and address of Obligor’s current employer, whenever that information becomes available.