

- Parties must mutually agree to do exchanges outside The Kids Exchange, and either party may reinstate the use of The Kids Exchange at any time.
- (name of party or parties) must submit to an intoxylizer test at The Kids Exchange prior to taking possession of the child/ren.

** Include what happens if test is positive. (i.e., the period of possession for that party shall be cancelled, and rescheduled for the next possible visit.)*

GRADUATED VISITATION PLAN

The levels of this visitation plan are designed to move a family from the Supervised Visitation Program into the Exchange program. Individual families will move through these levels at different speeds. Each level must be successfully achieved before a move to the next level is made. Successful achievement of a level of visitation would include:

Level 1

Visit supervised by Kids Exchange staff - at least one visit should occur at the residence of the visiting parent.

Level 2

Transitional visitation begins with one hour of visitation supervised by Kids Exchange staff, followed by a period of _____ hours of unsupervised visitation, finalized by a period of one hour supervised by Kids Exchange staff. The visiting parent is required to provide an agenda of the activities planned for the unsupervised portion of the visit. The Kids Exchange may also require that the visiting parent call into the office during the period of unsupervised visitation.

Level 3

Same as previous level with an additional hour of unsupervised time added. One hour supervised/ _____ hours unsupervised/ one hour supervised.

Level 4

Same as previous level with an additional hour of unsupervised visitation added. One hour supervised/ _____ hours unsupervised/ one hour supervised.

Level 5

Same as previous level with an additional hour of unsupervised visitation added. One hour supervised/ _____ hours unsupervised/ one hour supervised.

Level 6

One half hour supervised at Kids Exchange followed by day long unsupervised visitation, finalized by one half hour of supervised visitation. An agenda, or call in, may still be required.

Level 7

Exchanges only for day long unsupervised visitation.

Level 8

Single night overnight visitation.

Level 9

Weekend overnight visitation.

Level 10

Standard Visitation. The Kids Exchange may require shortened periods of extended visitation.

CAUSE NO. _____

IN THE _____
JUDICIAL DISTRICT COURT
TRAVIS COUNTY, TEXAS

KIDS EXCHANGE TEMPORARY ORDER

IT IS ORDERED that the following orders shall govern exchanges of the child¹ of

_____ (a party to this lawsuit referred to as "**Petitioner**") and

_____ (another party to this lawsuit referred to as

"Respondent"), at the beginning and end of all periods of possession of the child:

- [] 1. By or before _____ .m. on the ____ day of _____, 20____, **Petitioner and Respondent** shall each telephone Kids Exchange² at 512-467-0803 and schedule or otherwise arrange for her or his registration and exchange interview with Kids Exchange for the purpose of accessing and using the exchange services of Kids Exchange.
- [] 2. **Petitioner** shall appear at Kids Exchange at 1000 Peyton Gin Rd., Suite P, Austin, Texas, by or before the ____ day of _____, 20____, between the hours of 9:00 a.m. and noon or 1:00 p.m. and 5:00 p.m., and complete her or his registration and exchange interview with Kids Exchange for the purpose of accessing and using the exchange services of Kids Exchange.
- [] 3. **Respondent** shall appear at Kids Exchange at 1000 Peyton Gin Rd., Suite P, Austin, Texas, by or before the ____ day of _____, 20____, between the hours of 9:00 a.m. and noon or 1:00 p.m. and 5:00 p.m., and complete her or his registration and exchange interview with Kids Exchange for the purpose of accessing and using the exchange services of Kids Exchange.
- [] 4. **Petitioner and Respondent** shall each pay their own registration and exchange interview fees at Kids Exchange.
- [] 5. **Petitioner** [] **Respondent** [] shall pay all registration and exchange interview fees charged by Kids Exchange for either party.
- [] 6. **Petitioner and Respondent** shall exchange the child at Kids Exchange at
 - [] 1000 Peyton Gin Rd., Suite P, Austin, Texas
 - [] 2919 Manchaca Rd., Austin, Texas (Precinct 3 Constable's Office)

¹ "Child" in this order refers to any child of the parties, as well all children of the parties.

² Kids Exchange is a private, non-profit, tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Information about Kids Exchange is available at www.kids-exchange.org or by calling 512-476-0803.

- [] 7. **Petitioner and Respondent** shall follow and comply with all policies and procedures of Kids Exchange.
- [] 8. **Petitioner and Respondent** shall each pay 50% of any exchange fees charged by Kids Exchange, with each party's 50% based solely on that party's income and resources and not the other's.
- [] 9. **Petitioner** [] **Respondent** [] shall pay all exchange fees charged by Kids Exchange.
- [] 10. Only until Petitioner and Respondent have completed all registration and interview requirements mandated by Kids Exchange to begin accessing and using the exchange services of Kids Exchange, but in no event after the ____ day of _____, 20____, **Petitioner and Respondent** shall exchange the child at the First United Methodist Church, located at the intersection of 12th and Lavaca streets in Austin, Texas, at the top of the steps to, and just outside the front doors of, the domed sanctuary of the First United Methodist Church that fronts on Lavaca street.
- [] 11. Only until Petitioner and Respondent have completed all registration and interview requirements mandated by Kids Exchange to begin accessing and using the exchange services of Kids Exchange, but in no event after the ____ day of _____, 20____, **Petitioner and Respondent** shall exchange the child at _____

- [] 12. During each and every exchange that takes place according to paragraphs 10 or 11 above, **Petitioner and Respondent** are each enjoined and prohibited from (a) touching any part of the other's body with any part of her or his body, (b) touching any part of the other's body with any object whose movement in any fashion has been generated by any part of her or his body, and (c) communicating with the other party by any means, whether verbally, by writing, or by gesture, except to exchange brief, social pleasantries or to exchange written instructions or written information concerning the child's health, safety, welfare or schooling.
- [] 13. Nothing in this order authorizes Petitioner or Respondent to change, alter, modify, or violate any existing court order that prohibits Petitioner or Respondent from going within a certain distance of the other.
- [] 14. If there is any existing order that prohibits Petitioner or Respondent from going within a certain distance of the other, this order does constitute a change or modification of or an alteration to such an existing order, but only to the extent of and according to paragraphs 10 or 11 and 12 above.

SIGNED this _____ day of _____, 20____.

 JUDGE PRESIDING

RECOMMENDED. NOTICE: ALL PARTIES HAVE THE RIGHT TO REQUEST A DE NOVO HEARING BEFORE A DISTRICT JUDGE.

SIGNED THE _____ DAY OF _____ 200____.

 ASSOCIATE JUDGE, TRAVIS COUNTY DISTRICT COURTS

CAUSE NO. _____

IN THE _____
JUDICIAL DISTRICT COURT
TRAVIS COUNTY, TEXAS

PARTIAL TEMPORARY INJUNCTIONS
(SAFETY)

IT IS ORDERED that _____, a party to this lawsuit,
referred to as "**Petitioner**," and _____, another party to this
lawsuit, referred to as "**Respondent**," are immediately enjoined and prohibited as follows:

1. **Petitioner** **Respondent** shall not intentionally communicate by telephone or in writing with the other party, or any member of the other party's family or household, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm the other party or any member of the other party's family or household.

2. **Petitioner** **Respondent** shall not threaten the other party, or any member of the other party's family or household, by telephone or in writing, to take unlawful action against any person, intending by this action to annoy or alarm the other part or any member of the other party's family or household.

3. **Petitioner** **Respondent** shall not place a telephone call, anonymously, at an unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm the other party or any member of the other party's family or household.

4. **Petitioner** **Respondent** shall not intentionally, knowingly, or recklessly cause bodily injury to the other party, to a child of either party, or to any member of the other party's family or household.

5. **Petitioner** **Respondent** shall not threaten the other party, a child of either party, or any member of the other party's family or household with imminent bodily injury.

6. **Petitioner** **Respondent** shall not touch any part of the other party's body with any part of her or his body.

7. **Petitioner** **Respondent** shall not touch any part of the other party's body with any object whose movement in any way has been generated by any part of her or his body.

8. **Petitioner** **Respondent** shall not hit, strike, slap, punch, push, kick, or restrain the other party, or cause or inflict upon the other party physical pain, physical harm, bodily injury, assault, or sexual assault.

9. **Petitioner** **Respondent** shall not stalk or otherwise follow the other party.

10. **Petitioner** **Respondent** shall not speak or write any obscene, disparaging, or demeaning remark or statement to or about the other party or any member of the other

party's family or household, in front of, in the presence of, or within the hearing or field-of-vision of the other party or any member of the other party's family or household.

11. **Petitioner** **Respondent** shall not speak or write any cussword to or about the other party or any member of the other party's family or household, in front of, in the presence of, or within the hearing or field-of-vision of the other party or any member of the other party's family or household.

12. **Petitioner** **Respondent** shall not make or draw any obscene gesture or picture towards, or in the direction of, or about the other party or any member of the other party's family or household, in front of, in the presence of, or within the hearing or field-of-vision of the other party or any member of the other party's family or household.

13. **Petitioner** **Respondent** shall not communicate at all with the other party by any means at any time, except as follows: in a letter mailed through the United States Postal Service; in an e-mail delivered over the Internet; through attorneys; through any guardian ad litem appointed in this cause; through any mental health professional providing therapeutic services to a party or to any child of the parties; through Kids Exchange or any other court-ordered exchange service or provider; to exchange brief, social pleasantries at any chance encounter in a public place or at any transfer of any child of either party, so long as that transfer is authorized in advance by written agreement of the parties or by order of the Court; _____

14. **Petitioner** **Respondent** shall not go within 200 yards of the other party at any time, for any reason whatsoever, except as follows: in a courtroom during court proceedings; _____

15. **Petitioner** **Respondent** shall not go within 200 yards of the other party's residence at any time, for any reason whatsoever.

16. **Petitioner** **Respondent** shall not go within 200 yards of the other party's place of employment or business at any time, for any reason whatsoever.

17. **Petitioner** **Respondent** shall not possess, consume, ingest, or use, in any fashion whatsoever, any narcotic, illegal or street drug, or drug, medicine, or medication whatsoever, except for an over-the-counter medicine or drug used according to package instructions, and except for any drug or medicine prescribed by a licensed physician and used according to that physician's instructions.

18. **Petitioner** **Respondent** shall not possess, consume, ingest, or use, in any fashion whatsoever, any alcohol or alcoholic beverage.

19. As to any or all of the preceding injunctions and orders, the Court specifically finds that 18 U.S.C. § 922(g)(8) is not applicable, because **the parties have agreed to the injunctions and orders, and the Court has made no finding of a credible threat to the other party.** Accordingly, **IT IS ORDERED** that **Petitioner** **Respondent** may, as permitted by law, ship or transport in interstate or foreign commerce, or possess in or affecting commerce, any firearm or ammunition, or receive any firearm or ammunition, which has been shipped or transported in interstate or foreign commerce.

20. As to any or all of the preceding injunctions and orders, the Court specifically finds that 18 U.S.C. § 922(g)(8) is applicable, because **the Court has found a credible threat to the other party**. Accordingly, **IT IS ORDERED** that **Petitioner** **Respondent** shall not ship or transport in interstate or foreign commerce, or possess in or affecting commerce, any firearm or ammunition, or receive any firearm or ammunition, which has been shipped or transported in interstate or foreign commerce.

21. **Petitioner** **Respondent** shall not hold, carry, transport, or possess, in any fashion whatsoever, or purchase, borrow, or acquire, in any fashion whatsoever, or fire, shoot, discharge, or use, in any fashion whatsoever, any gun, rifle, pistol, or firearm, of any kind whatsoever, or any ammunition for such firearm, except to deliver and surrender such firearm and ammunition to the Travis County Sheriff's Office as ordered below in paragraph numbered 24.

22. **Petitioner** **Respondent** shall not hold, possess, or apply for any license or permit to carry a concealed handgun.

23. As set forth in Exhibit _____ attached to this order.

IT IS FURTHER ORDERED that Petitioner and Respondent shall do the following:

24. **Petitioner** **Respondent** shall, by _____ a.m. / p.m. on the _____ day of _____, 20____, deliver and surrender to the Travis County Sheriff's Office, at the Travis County Jail, 509 W. 11th St., Austin, Texas, any and all guns, rifles, pistols, or firearms of any kind whatsoever owned, possessed, stored, or held by her or him, and any and all ammunition for such firearms. **IT IS ORDERED** that the Travis County Sheriff's Office shall hold any such firearms and ammunition so delivered and surrendered, pending further order of the Court.

25. As set forth in Exhibit _____ attached to this order.

IT IS ORDERED that the preceding injunctions and orders shall be and hereby are effective immediately and shall continue in full force and effect until further order of this Court. **IT IS FURTHER ORDERED** that the preceding injunctions and orders shall be and hereby are binding on each party as indicated above; on his or her agents, servants, and employees; and on those persons in active concert or participation with him or her who receive actual notice of this order by personal service or otherwise.

SIGNED this _____ day of _____, 20____.

JUDGE PRESIDING

RECOMMENDED. NOTICE: ALL PARTIES HAVE THE RIGHT TO REQUEST A DE NOVO HEARING BEFORE A DISTRICT JUDGE.

SIGNED THE _____ DAY OF _____ 200__.

ASSOCIATE JUDGE, TRAVIS COUNTY DISTRICT COURTS

CAUSE NO. _____

IN THE _____
JUDICIAL DISTRICT COURT
TRAVIS COUNTY, TEXAS

PARTIAL TEMPORARY INJUNCTIONS
(PROPERTY)

IT IS ORDERED that _____, a party to this lawsuit,
referred to as "**Petitioner**," and _____, another party to this
lawsuit, referred to as "**Respondent**," are immediately enjoined and prohibited as follows:

- 1. **Petitioner** **Respondent** shall not intentionally, knowingly, or recklessly destroy, remove, conceal, encumber, transfer, or otherwise harm or reduce the value of the property of the parties or either party with intent to obstruct the authority of the court to order a division of the estate of the parties in a manner that the court deems just and right, having due regard for the rights of each party and any children of the parties.
- 2. **Petitioner** **Respondent** shall not intentionally falsify a writing or record relating to the property of either party.
- 3. **Petitioner** **Respondent** shall not intentionally misrepresent or refuse to disclose to the other party or to the court, on proper request, the existence, amount, or location of any property of the parties or either party.
- 4. **Petitioner** **Respondent** shall not intentionally or knowingly damage or destroy the tangible property of the parties or either party.
- 5. **Petitioner** **Respondent** shall not intentionally or knowingly tamper with the tangible property of the parties or either party and causing pecuniary loss or substantial inconvenience to the other party.
- 6. **Petitioner** **Respondent** shall not interrupt, terminate, or otherwise change or affect any electric, gas, water, cable, telephone, Internet, garbage, wastewater or septic, mail, magazine or newspaper, or other utility or service provided to the other's party's residence.
- 7. **Petitioner** **Respondent** shall not exclude the other party from the exclusive use or enjoyment of her or his residence.
- 8. **Petitioner** **Respondent** shall not make, authorize, or approve any structural improvements, additions, or alterations to the residence of either party, including, but not limited to, creating or attaching any fixture to the residence of either party.
- 9. **Petitioner** **Respondent** shall not open, divert, destroy, or hold any mail addressed to the other party.
- 10. **Petitioner** **Respondent** shall not sign or endorse the other party's name on any negotiable instrument, check, draft, or document of any kind whatsoever, and shall not attempt to negotiate any negotiable instrument payable to the other party without the actual signature of the other party.

11. **Petitioner** **Respondent** shall not change the beneficiary designation on or as to any insurance policy or retirement or pension fund or account of the parties or either party or as to any funds, benefits, or rights received or to be received by the parties or either party from any military or governmental entity.

12. **Petitioner** **Respondent** shall not cancel, alter, or in any manner whatsoever affect any casualty, automobile, life, or health insurance policy insuring the property or person of either of the parties or of any child of the parties.

13. **Petitioner** **Respondent** shall not terminate or close, remove the other party's name from, or otherwise take any action to obstruct, impede, or affect the other's party use of, any credit card or credit account of the parties or either party.

14. **Petitioner** **Respondent** shall not remove any property from any safe-deposit box in the name of or subject to the control of either party.

15. **Petitioner** **Respondent** shall not enter, operate, or exercise any control over the _____ motor vehicle used by and in the possession of the other party.

16. **Petitioner** **Respondent** shall not make any withdrawal or transfer from, or assign, pledge, encumber, or otherwise reduce the amount of or in, any retirement or pension fund or account of the parties or either party or cash surrender value of any life insurance policy owned by or insuring the life of the parties or either party.

17. **Petitioner** **Respondent** shall not sell, transfer, assign, mortgage, encumber, pledge or otherwise alienate any property of the parties or either party, whether personalty or realty, and whether separate or community, other than as follows: _____

18. **Petitioner** **Respondent** shall not incur any indebtedness, other than as follows: for reasonable and necessary living expenses; in the ordinary course of business; for attorneys' fees and litigation expenses; _____

19. **Petitioner** **Respondent** shall not make any withdrawal or transfer from, or otherwise reduce the value of, any checking, savings, money market, or other account or fund of the parties or either party in any financial institution, other than as follows: for reasonable and necessary living expenses; in the ordinary course of business; for attorneys' fees and litigation expenses: _____

20. **Petitioner** **Respondent** shall not spend any sum of cash, other than as follows: for reasonable and necessary living expenses; in the ordinary course of business; for attorneys' fees and litigation expenses; _____

21. **Petitioner** **Respondent** shall not destroy, dispose of, or alter in any fashion whatsoever any federal income tax returns, W-2s, pay stubs, financial statements, credit applications, credit card statements or bills, bank statements or statements from any financial institution or brokerage house, canceled checks, deposit slips, money order receipts, bills or invoices, or any other document or writing showing or stating the assets, income, debts, or expenses of either party.

22. **Petitioner** **Respondent** shall not erase, clean, delete, or otherwise remove or alter in any fashion whatsoever any file, folder, record, electronic data, e-mail, or information now contained, stored, or otherwise held on or by or retrievable from any computer, server, drive, tape, disk, diskette, or data storage device in the possession of, under the control of, or used by either party.

23. **Petitioner** **Respondent** shall not erase, clean, delete, or otherwise remove or alter in any fashion whatsoever, from or on any computer, server, drive, tape, disk, diskette, or data storage device in the possession of, under the control of, or used by either party, any history or record of either party's Internet or World Wide Web usage or Internet or World Wide Web sites visited.

24. **Petitioner** **Respondent** shall not erase, clean, delete, or otherwise remove or alter in any fashion whatsoever any file, folder, record, electronic data, e-mail, or information now contained, stored, or otherwise held on or by or retrievable from any Internet Service Provider providing or having provided Internet or World Wide Web access to either party.

25. As set forth in Exhibit _____ attached to this order.

IT IS FURTHER ORDERED that Petitioner and Respondent shall do the following:

26. **Petitioner** **Respondent** shall, by the 5th day of each month, mail or otherwise provide to the other party a sworn accounting of (a) all income, funds, monies, or benefits received or earned by her or him in the preceding month and (b) all debts, obligations, expenses, or funds or monies otherwise paid or disbursed by her or him in the preceding month.

27. As set forth in Exhibit _____ attached to this order.

IT IS ORDERED that the preceding injunctions and orders shall be and hereby are effective immediately and shall continue in full force and effect until further order of this Court. **IT IS FURTHER ORDERED** that the preceding injunctions and orders shall be and hereby are binding on each party as indicated above; on his or her agents, servants, and employees; and on those persons in active concert or participation with him or her who receive actual notice of this order by personal service or otherwise.

SIGNED this _____ day of _____, 20__.

JUDGE PRESIDING

RECOMMENDED. NOTICE: ALL PARTIES HAVE THE RIGHT TO REQUEST A DE NOVO HEARING BEFORE A DISTRICT JUDGE.

SIGNED THE _____ DAY OF _____ 200__.

ASSOCIATE JUDGE, TRAVIS COUNTY DISTRICT COURTS

CAUSE NO. _____

IN THE _____
JUDICIAL DISTRICT COURT
TRAVIS COUNTY, TEXAS

PARTIAL TEMPORARY INJUNCTIONS
(CHILDREN)

IT IS ORDERED that _____, a party to this lawsuit,
referred to as "**Petitioner**," and _____, another party to this
lawsuit, referred to as "**Respondent**," are immediately enjoined and prohibited as follows:

1. **Petitioner** **Respondent** shall not possess, consume, ingest, or use, in any fashion whatsoever, any alcohol or alcoholic beverage.

2. **Petitioner** **Respondent** shall not consume, ingest, or use, in any fashion whatsoever, any alcohol or alcoholic beverage, while in possession of any child of the parties or within twelve hours of any possession of any child of the parties.

3. **Petitioner** **Respondent** shall not possess, consume, ingest, or use, in any fashion whatsoever, any narcotic, illegal or street drug, or drug, medicine, or medication whatsoever, except for an over-the-counter medicine or drug used according to package instructions, and except for any drug or medicine prescribed by a licensed physician and used according to that physician's instructions.

4. **Petitioner** **Respondent** shall not smoke or burn, or permit or allow any person to smoke or burn, any cigarette, cigar, pipe, or any tobacco product whatsoever in the presence of or in front of any child of the parties, in any vehicle then occupied by a child of the parties, or in any house, apartment, or other residence in which any child of the parties resides.

5. **Petitioner** **Respondent** shall not speak or write any obscene, disparaging, or demeaning remark or statement to or about the other party or any member of the other party's family or household, in front of, in the presence of, or within the hearing or field-of-vision of any child of either party.

6. **Petitioner** **Respondent** shall not speak or write any cussword to or about the other party or any member of the other party's family or household, in front of, in the presence of, or within the hearing or field-of-vision of any child of either party.

7. **Petitioner** **Respondent** shall not make or draw any obscene gesture or picture towards, or in the direction of, or about the other party or any member of the other party's family or household, in front of, in the presence of, or within the hearing or field-of-vision of any child of either party.

8. **Petitioner** **Respondent** shall not discuss, comment on, or reference in any way any of the following subjects in front of, in the presence of, or within the hearing or field-of-vision of any child of either party: this lawsuit; any legal theories asserted or that may be asserted in this lawsuit; any court hearing or proceeding that has occurred or may occur in this lawsuit; any

testimony or evidence that has been offered or admitted or that may be offered or admitted at any court hearing or proceeding in this lawsuit; any relief that is requested or may be requested in this lawsuit; any proposed or possible award, disposition, or use of any property of the parties or either party; or any financial or child support issue.

9. **Petitioner** **Respondent** shall not directly or indirectly present or deliver to any child of the parties any document or writing for that child's signature or execution, other than through any guardian ad litem appointed in this lawsuit or any mental health professional providing therapeutic services to that child.

10. **Petitioner** **Respondent** shall not ask or instruct any child of either party to tell the other party anything, ask or instruct any child of either party to give or deliver any writing or document to the other party, or otherwise communicate, in any fashion whatsoever, with the other party through any child of the parties:

11. **Petitioner** **Respondent** shall not permit any paramour, significant other, partner, lover, one-night stand, boyfriend, girlfriend, or date of either party to spend the night, stay over, or reside for any overnight period in the same house, duplex, apartment, or other dwelling as any child of the parties.

12. **Petitioner** **Respondent** shall not permit any child of the parties to have any contact whatsoever with any paramour, significant other, partner, lover, one-night stand, boyfriend, girlfriend, or date of either party, except for a brief exchange of social pleasantries during any chance encounter in a public place.

13. **Petitioner** **Respondent** shall not withdraw any child of the parties from the child's school or daycare for the purpose of changing the child's school or daycare.

14. **Petitioner** **Respondent** shall not remove any child of the parties from Travis County, Texas, or any county adjoining Travis County, Texas, for the purpose of changing the child's residence or domicile.

15. **Petitioner** **Respondent** shall not remove any child of the parties from the State of Texas for any reason whatsoever.

16. As set forth in Exhibit _____ attached to this order.

IT IS ORDERED that the preceding injunctions and orders shall be and hereby are effective immediately and shall continue in full force and effect until further order of this Court. **IT IS FURTHER ORDERED** that the preceding injunctions and orders shall be and hereby are binding on each party as indicated above; on his or her agents, servants, and employees; and on those persons in active concert or participation with him or her who receive actual notice of this order by personal service or otherwise.

SIGNED this _____ day of _____, 20____.

JUDGE PRESIDING

RECOMMENDED. NOTICE: ALL PARTIES HAVE THE RIGHT TO REQUEST A DE NOVO HEARING BEFORE A DISTRICT JUDGE.

SIGNED THE _____ DAY OF _____ 200____.

ASSOCIATE JUDGE, TRAVIS COUNTY DISTRICT COURTS

No JMC if domestic violence exists:

1. The court may **not** appoint joint managing conservators if credible evidence is presented of a history or pattern of past or present child neglect, or physical or sexual abuse by one parent directed against the other parent, a spouse, or a child. **See TEX. FAM CODE ANN. Sec. 153.004(b)(West 1996).**

2. In determining whether to appoint a party as a sole or joint managing conservator, the court **shall** consider evidence of the intentional use of abusive physical force by a party against the party's spouse or against any person younger than 18 years of age committed within a two year period preceding the filing of the suit or during the pendency of the suit. **See id. at Sec. 153.004(a).**

PC can be limited if domestic violence exists:

1. The court **shall** consider the commission of family violence in determining whether to deny, restrict, or limit the possession of a child by a parent who is appointed as a possessory conservator. **See id. at Sec. 153.004(c).**

2. The court shall appoint as a possessory conservator a parent who is not appointed as a sole or joint managing conservator **unless** it finds that the appointment is **not** in the best interest of the child and that parental possession or access would endanger the physical or emotional welfare of the child. **See id. at Sec. 153.191.**

3. The terms of an order that denies possession of a child to a parent or imposes restrictions or limitations on a parent's right to possession of or access to a child may not exceed those that are required to protect the best interest of the child. **See id. at Sec. 153.193.**

4. In ordering the terms of possession of a child under an order other than the standard possession order, the court shall be guided by the guidelines established by the standard possession order and may consider:

- (1) the age, developmental status, circumstances, needs, and best interest of the child;
- (2) the circumstances of the managing conservator and of the parent named as a possessory conservator; and
- (3) any other relevant factor.

See id. at Sec. 153.256.