

**XXX-XXXX**

**HUSBAND  
AND  
WIFE**

**AND IN THE INTERESTS OF  
CHILDNAME, CHILDNAME,  
CHILDNAME, AND CHILD NAME  
A CHILD(REN)**

[illegible]

**???TH DISTRICT COURT**

**HARRIS COUNTY, TEXAS****FINAL**

The undersigned parties to this settlement agreement hereby agree to compromise and settle all claims and controversies between them that are addressed herein, wishing to avoid potentially protracted and costly litigation:

1. This mediation was conducted by MEDIATOR TOM KING (SBN 00784398, 713-449-2000, tom@tomking.com, www.tomking.com).
2. Terms of the settlement are set out in this Mediated Settlement Agreement and any Exhibit(s) if included.
3. Any dispute arising with regard to the interpretation or performance of this agreement or any of its provisions including the necessity and form of closing documents, the parties agree to try to resolve the dispute by audio or video conference with MEDIATOR TOM KING per the rates and schedule provided by MEDIATOR TOM KING via the www.tomking.com. Any disputes regarding drafting shall be resolved whenever possible by reference to the latest version of the *Texas Laws and Statutes*.
4. This agreement is made and performable in Texas county listed above in the styling of this case and must be construed in accordance with Texas law and relevant Texas legal practice manual language.
5. Each signatory to this settlement has entered into the settlement freely and without duress after having consulted with professionals of their choice. They have been advised by the mediator that the mediator is not the attorney for any party and that they should have this agreement approved by that party's attorney before executing it.
6. This stipulation is signed voluntarily and with the advice and consent of counsel on the dates set out below and subject to the court's approval, and its provisions are intended to be incorporated into the resulting order.
7. If this agreement is on final orders, the parties agree to appear in court at the first available date to present evidence and secure rendition of judgment in accordance with this Mediated Settlement Agreement.
8. Unless otherwise stipulated, the parties agree that the party responsible for the drafting, filing, proving up and entry of all documents resulting from this successful mediation will be the responsibility of the Petitioner/Plaintiff; unless the only party represented by an attorney is the Respondent/Defendant, who will then be solely responsible for these tasks and associated costs.
9. The parties agree that all parties to this matter are entitled to Orders based on this Agreement and any exhibits.

10. REGARDING THIS MEDIATOR AND MEDIATION BY MEDIATOR TOM KING: (1) THE PARTIES AGREE THAT THE USE OF ORIGINAL DIGITAL SIGNATURES, COLLECTED BY ALL SIGNEES, OCCURRED DURING MEDIATION; (2) THE PARTIES AGREE THAT THE USE OF SUCH SIGNATURES SHALL NOT BE USED AS A BASIS TO INVALIDATE THIS MEDIATED SETTLEMENT AGREEMENT, ITS EXHIBITS IF SUCH EXIST, THE RESULTING ORDER OR ANY ASPECTS REGARDING THE VALIDITY OF THE SETTLEMENT OF THIS MATTER; (3) THE PARTIES AGREE THAT AT NO TIME DID MEDIATOR TOM KING PROVIDE ANY LEGAL ADVICE TO ANY OF THE PARTICIPANTS AND THAT IF ANY OF THE PARTIES APPEARED “PRO SE” REPRESENTING THEMSELVES, THEY WERE AWARE OF AND DECLINED THEIR OPTION TO HIRE REPRESENTATION TO ASSIST THEM, INSTEAD CHOOSING TO PARTICIPATE PRO SE; (4) SHOULD FURTHER MEDIATION BE REQUIRED, THE PARTIES AGREE TO USE MEDIATOR TOM KING AS PER THE PRICING AND SCHEDULING ON HIS WEBSITE AT [WWW.TOMKING.COM](http://WWW.TOMKING.COM); (5) SHOULD ARBITRATION OF THIS MEDIATION BE NECESSARY, THE PARTIES AGREE TO USE MEDIATOR TOM KING AS PER THE PRICING AND SCHEDULING ON HIS WEBSITE AT [WWW.TOMKING.COM](http://WWW.TOMKING.COM); (6) THE PARTIES AGREE THAT IF ADDITIONAL MEDIATION SESSIONS IN THIS MATTER ARE SCHEDULED, ANY PARTY WHO DOES NOT PAY FOR THEIR COST OF AND/OR PARTICIPATE IN THE SUBSEQUENTLY SCHEDULED MEDIATION ON THE DATE SCHEDULE, THAT PARTY WILL BE LIABLE FOR ALL MEDIATION COSTS OF BOTH PARTIES AND BE LIABLE FOR ALL REASONABLE COSTS TO COLLECT SAID PAYMENT/REIMBURSEMENT; AND (7) THE PARTIES AGREE THAT THEY WILL NOT RECORD ANY ASPECT OF MEDIATION AND ACKNOWLEDGE THAT THIS WOULD BE VIOLATION OF THE RULES OF MEDIATION AND SUCH RECORDS WOULD NOT BE ADMISSIBLE AND SAID PARTIES WOULD HAVE AN OBLIGATIONS TO DESTROY SAID RECORDINGS IMMEDIATELY; (8) NO PARTIES WILL DIVULGE WITH OTHERS OR POST ONLINE, INCLUDING IN ANY FORM OF SOCIAL MEDIA, ANY ASPECTS OF THE MEDIATION NOR REVIEWS OR COMMENTS REGARDING THIS MEDIATION OR MEDIATOR TOM KING; AND (9) THE PARTIES WILL NOT USE THE DATE OF SIGNATURE COLLECTION AS A BASIS TO INVALIDATE SAID AGREEMENT.

BY SIGNING THIS MEDIATED SETTLEMENT AGREEMENT (MSA) AND ITS EXHIBITS IF ANY EXIST, THE PARTIES HEREBY ACKNOWLEDGE THAT ANY SETTLEMENT REACHED AS A RESULT OF THIS MEDIATION PROCESS IS BINDING, FINAL AND NOT SUBJECT TO REVOCATION, AND THIS AGREEMENT MEETS THE REQUIREMENTS OF SECTIONS 6.602 AND 153.0071(d) OF THE TEXAS FAMILY CODE. FURTHER, A PARTY TO THIS AGREEMENT IS ENTITLED TO JUDGMENT ON THE MEDIATED SETTLEMENT AGREEMENT AND ITS EXHIBIT(S) IF ANY EXIST.

## AGREEMENT OF THE PARTIES

In a binding irrevocable mediation with MEDIATOR TOM KING, the parties agree to the following:

1. That this case is being resolved on **FINAL ORDERS** and they are agreeing to resolution of this matter consistent with this agreement and exhibit.
2. Unless agreed otherwise below, the Petitioner will be responsible for all post-mediation responsibilities including the drafting, prove up and entry of the related mediated settlement agreements, exhibits, orders and related paperwork consistent with the Texas Family Code and the Texas Family Law Practice Manual Language related to the conclusion or advancement of this mediation as necessary per this case. Only the designated side may file or submit a proposed order for consideration in arbitration or to be submitted to the Court. Any disputes shall be regarding this one proposed draft as submitted by said party responsible for the drafting.
3. Name Change: The Wife is changing her name from "**First Middle Last**" to "**First Middle Maiden**". Further, Wife does so neither to avoid creditor-related debt nor to avoid criminal prosecution.
4. The Parties agree that at least one of the parties had lived in Texas for at least 180 days and in the County of filing for at least 90 days at the time of filing. Further, to the best knowledge of either party that neither party is pregnant nor expecting a child.
5. Paternity - The parties agree that Father identified as a party in this case is the biological father and Mother identified as a party in this case is the biological mother of the Child(ren) identified by name in the styling of this case consistent with Texas Family Code; and that the parties shall complete whatever legal actions are necessary to finalize any aspects of this acknowledgement prior to the finalization of this case.
6. The parties agree to the following regarding Parent-Child matters:
  - a. Custodial Parent: The parties agree that **Mother/Father** shall be the custodial parent and have the exclusive right to register the child(ren) in the appropriately zoned school.
  - b. Geographic Restriction: That **Mother** will have the exclusive right to designate the residence of the child(ren), as per Texas Family Code Section 153.132, within the Texas county of filing for this lawsuit and its contiguous (bordering) Texas counties. If the non-custodial parent moves out of the geographic restriction, this geographic restriction shall be nullified.
  - c. Rights & Duties: Consistent with Texas Family Code Section 153, the parties will have a **Joint Managing Conservatorship** with:
    - i. Joint decision making in all invasive medical related decisions subject to agreement of both parties, and in the absence of agreement, it is agreed that the parties shall follow the recommendation of the child's primary care physician or their successor, as selected by the Custodial Parent.
    - ii. Joint decision making in all dental related decisions subject to agreement of both parties, and in the absence of agreement, it is agreed that the parties shall follow the recommendation of the child's dentist or successor, as selected by the Custodial Parent.
    - iii. **Joint decision making in all educational decisions subject to agreement of both parties, and in the absence of agreement, it is agreed that the parties shall follow the recommendation of the school principal or their designee, as selected by the Custodial Parent.**
    - iv. Joint decision making in psychiatric related decisions subject to agreement of both parties, and in the absence of agreement, it is agreed that the parties shall follow the recommendation of the child's primary care physician or their successor, as selected by the Custodial Parent.
    - v. **Independent** decision making in psychological (i.e., counseling) related decisions subject to agreement of both parties, and in the absence of agreement, it is agreed that the parties shall follow the recommendation of the child's primary care physician or their successor, as selected by the Custodial Parent.

- vi. Alternative (delete all five provisions immediately above and this comment): SMC Rights & Duties: Consistent with Texas Family Code Section 153, Mother will have a Sole Managing Conservatorship; and the Father will be the Non-Possessory Conservator.
- d. Access, Possession & Visitation: Consistent with the Texas Family Code (TFC), the parties agree that Mother will have Child(ren) at all times, except when Father has the Child(ren) as follows:
- i. Attorneys: Replace this line with choice selected below:
  - ii. SPO Visitation Schedule: As per the Texas Family Code and consistent with the Texas Family Practice Manual language, the Father shall have (a) A Standard Possession Order (SPO) with Elections (“Expanded Possession Order”) consistent with the TFC; (b) with the corresponding school year, holiday, summer, parental holiday (i.e., Mother’s Day Weekend, Father’s Day Weekends), and child(ren) birthday schedules; (c) it shall include all provisions for whatever distance the parents live apart, as measured for the most direct route using Google Maps; (d) with the corresponding pick up and drop off responsibilities, including for birthdays of the children; (e) with the standard passport language; and (f) all standard mutual injunctions consistent with the Texas Family Code.
    1. Father’s Notifications Regarding Summer Possession: Unless otherwise modified by the Father by April 1<sup>st</sup> of each year, (a) the Father selects a 30 day period of summer possession beginning at 6 pm on Father’s Day and ending 30 days later at 6 pm on July . Father may modify his summer period of possession as designated in the Texas Family Code.
    2. Mother’s Notifications Regarding Summer Possession: Unless otherwise modified by the parties, (a) unless otherwise notified by the Custodial Parent as per the Texas Family Code by April 15<sup>th</sup>, the Custodial Parent will select the weekend around the 2<sup>nd</sup> Friday of a 30 day period of summer possession or the 2<sup>nd</sup> Friday and 4<sup>th</sup> Friday of a 42 day period of summer possession of the Non-Custodial Parent.
  - iii. Children Under 3 Years Old Visitation Schedule: The Non-Possessory Parent shall have the following phased visitation with the Child(ren):
    1. Phase I: Until the Child turns 6 months old, the Non-PRIMARY Parent shall have visitation every Tuesday and Thursday from 5:00 p.m. to 7:00 p.m. and Saturdays and Sundays after 1st, 3rd, and 5th from 1:00 p.m. to 5:00 p.m.
    2. Phase II: Until the Child turns 12 months old, the Non-PRIMARY Parent shall have visitation every Tuesday and Thursday from 5:00 p.m. to 7:00 p.m. and Saturdays and Sundays after the 1st, 3rd, and 5th from 9:00 a.m. to 5:00 p.m.
    3. Phase III: Until the Child turns 18 months old, the Non-PRIMARY Parent shall have visitation every Tuesday and Thursday from 5:00 p.m. to 7:00 p.m. and 12:00 noon the Saturday following the 1st, 3rd, and 5th Friday of each month until 4:00 p.m. the next day (Sunday)
    4. Phase IV: Until the Child turns 30 months old, the Non-PRIMARY Parent shall have visitation every Thursday from 6:00 p.m. to 8:00 p.m. and 1st, 3rd, and 5th Fridays from 6:00 p.m. to 6:00 p.m. the following Sunday.
    5. Phase V: Once the Child turns 30 months old, the Non-PRIMARY Parent shall have a Standard Possession Order with Elections.
  - iv. Two-Two-Three Visitation Schedule:
    1. Visitation Schedule: During the school year, the Mother shall have the child from Mondays after school until Wednesdays after school, Father shall have the child from Wednesdays after school until Fridays after school, and the parents will alternate Fridays after school through Mondays after school with Father to have this coming weekend beginning Friday, May 13, 2022.
    2. Standard Holiday Schedule: In odd numbered years, Father shall have the Child for Spring Breaks and the first half of Christmas Breaks, and the Mother shall have the Child for Thanksgiving Breaks and the second half of Christmas Breaks. In even numbered years, Mother shall have the Child for Spring Breaks and the first half of Christmas Breaks, and the Father shall have the Child for Thanksgiving Breaks and the second half of Christmas Breaks.

3. Parental Holiday Schedule: Mother shall have Mother's Day Weekend and Father shall have Father's Day Weekend from the Friday after school until the Monday after school, regardless of the summer schedule.
  4. Summers: Beginning on the first Monday after the end of the school year at the traditional school at 6 pm, whoever did not have possession of the Child shall gain 14 days of visitation to be alternated every two weeks until the end of the summer. Whichever parent is gaining possession is responsible to pick up from the home of the parent losing possession.
- e. Electronic Communications between the Parties: The agreed upon parental communications app is AppClose and it must be installed and used exclusively for all typed communication between the parties at the conclusion of this mediation. Unless otherwise agreed to by the Parties in this app and service, the Parties will use this app or service for all non-emergencies.
  - f. Electronic Communications with the Children: The non-possessory parent is entitled to one electronic audio or video call with each child every day between 9 am and 9 pm per the child(ren)'s time zone, outside of school and bedtime hours. If an attempted call is not answered, it shall be made up at the first reasonable opportunity that day or the next day. If a child has their own phone or tablet, then the child may contact a parent without restriction. This includes video calls until such time as the children get their own phones.
  - g. Duty to Inform: Both parties have a duty to and shall inform all educational, health-related and extracurricular contacts of the existence of the other parent and provide the full contact information of said parent to each contact; and list the other party as an emergency contact; and shall provide the other parent one time with the contact information for this new educational, health-related or extracurricular contact.
  - h. Child Support: That the Non-Custodial Parent will have a monthly child support obligation of \$ [REDACTED] per month beginning on the 1<sup>st</sup> day of the month following the signing of this agreement. Further, all payments will be done in accordance with the Texas Office of the Attorney General Child Support Payment Guidelines; and paid as directed by the Texas OAG's State Disbursement Unit. For more information, see <http://www.oag.texas.gov>.
  - i. Child Support – Back Owed: That both parties agree there is \$ [REDACTED] back-owed child support owed by either party as of the date of the signing of this agreement.
  - j. Medical Support: That the Mother/Father is responsible to reimburse the State \$50 a month; and if the child is ever not covered by governmental health coverage, it is the responsibility of the Mother/Father to maintain all medical and dental health insurance on the child(ren) and provide all related insurance cards and information per the Texas Family Practice Manual language. Any uninsured medical expenses to be split equally between the parties, consistent with the Texas Family Code and Texas Family Practice Manual language. If the parties are required to communicate through any parental communications service, this method of communication must be used for submission of uninsured medical expenses. Co-Parenting Course: The parties shall complete within 90 days of today's agreement a Court approved co-parenting class of a least 4 hours as per local rules (which may include the 6-hour co-parenting course at CoparentingIntoTheFuture.com using discount code "Toolkit"). The certificate or proof of completion of this course shall be sent to each party's attorney and also directly to the other party. If the parties are responsible to use a parenting communication app, said certificate will also be sent to the opposing party via this app.
  - k. Claiming Children on Taxes: Current and Future Years: The parties shall follow the IRS Tax Code regarding the claiming of children on the taxes. Therefore, the custodial parent shall claim all the children for tax purposes.
    1. Modified (alternative to delete if not used): For as long as there are an even number of children under the age of 17, the Mother shall claim the oldest half of the children and the Father shall claim the youngest half of the children. For as long as there are an odd number of children under the age of 17, the Mother shall claim the oldest child plus the oldest half of the remaining children and the Father shall claim the remaining children under 17 years old.
  - l. Pornography: If any pornographic audio, photo, or video content exists involving at least one of the parties, the parties agree that all such audio, photo, and video images shall be permanently

destroyed within 7 days of the signing of this agreement. Further, that any party that violates this agreement and/or distributes or shares any aspect of such content shall be financially liable for all related damages and legal expenses.

7. In a binding irrevocable mediation with MEDIATOR TOM KING, the parties agree to the following: regarding Property matters:
- a. Realty: The parties agree to the following regarding the marital residence located at [REDACTED], Texas.
    - i. Awarded to Husband/Wife. [vacate date, sales provisions].
      - 1. Sale: The parties shall immediately put the marital estate for sale with all remaining net proceeds split equally between the parties only after all community debt is paid off in full, including, but not limited to any and all liens, Property/Homeowners Association fees, tax liabilities or outstanding mortgages. If the parties can't agree on a selling price, the Realtor shall decide the selling price.
      - 2. Occupancy Before Sale: WIFE/HUSBAND shall have the exclusive right to reside in said residence until the buyer or the realtor provides them 7-days written or emailed notice to vacate. If said party fails to vacate, any direct costs resulting from said refusal to vacate shall directly come from that party's share of the profits of the sale. Unless agreed to otherwise, said occupant is responsible for all related expenses including, but not limited to any mortgages, utilities, or Property/Homeowners Association fees.
      - 3. Necessary Repairs: Only those repairs proposed in writing or via email by the realtor as necessary shall be equally split by the parties.
  - b. Financial and Retirement Accounts: The party currently in sole possession of any financial account will be solely awarded said account along with any debts, liabilities or responsibilities solely associated with said accounts.
    - i. The only exceptions to this are as follows:
      - 1. Account A (ending in -xxxx): Awarded to Husband/Wife.
  - c. Vehicles Assets: The party currently in sole possession of any vehicle will be solely awarded said account along with any debt, liabilities or responsibilities solely associated with said account. The only exceptions to this are as follows:
    - 1. Year Make Model – Awarded to Husband
    - 2. Year Make Model – Awarded to Wife.
  - d. Personality: The party currently in sole possession of any personal belongings will be solely awarded said personal belongings along with any debt, liabilities or responsibilities solely associated with said account. The only exceptions to this are as follows:
    - 1. X - Awarded to Husband.
    - 2. X - Awarded to Husband.
    - 3. X - Awarded to Husband.
    - 4. X - Awarded to Husband.
    - 5. X - Awarded to Husband.
    - 6. Y - Awarded to Wife.
    - 7. Y - Awarded to Wife.
    - 8. Y - Awarded to Wife.
    - 9. Y - Awarded to Wife.
    - 10. Y - Awarded to Wife.
  - e. Liabilities: The debt currently solely in the name of one party will be solely awarded said party along with any debt, liabilities or responsibilities solely associated with said debt. The only exceptions to this are as follows:
    - 1. X - Awarded to Husband.
    - 2. X - Awarded to Husband.
    - 3. X - Awarded to Husband.
    - 4. X - Awarded to Husband.
    - 5. X - Awarded to Husband.
    - 6. Y - Awarded to Wife.
    - 7. Y - Awarded to Wife.
    - 8. Y - Awarded to Wife.
    - 9. Y - Awarded to Wife.

10. Y - Awarded to Wife

8. This agreement is made and is performable in Texas county of filing, and must be construed in accordance with Texas law. The parties, by signing this Mediated Settlement Agreement, acknowledge that they have divided all of their financial accounts as well as their community/personal property and they wish to have this decision reflected in the court records. Furthermore, the parties hereby acknowledge and consent to the division of their estate shall be effective immediately and shall constitute a complete partition of their estate as of the date of mediation and any assets or debts arising after the date of this agreement shall be the sole and separate property of the respective party. In the event of the death of either party subsequent to this agreement, but prior to the granting of the divorce, the surviving party hereby waives any claim to the portion of the estate awarded to the non-surviving spouse.

THE PARTIES AGREE THAT THE MEDIATOR PROVIDED NO LEGAL ADVICE, CONDUCTED AN APPROPRIATE MEDIATION, AND WAIVE ANY AND ALL POSSIBLE CLAIMS REGARDING THE MEDIATOR. FURTHER THE PARTIES AGREE THAT THE ATTORNEYS FOR EACH OF THE PARTIES APPROPRIATELY PREPARED FOR AND ADVISED THEIR CLIENTS DURING MEDIATION, AND THAT THE PARTIES WAIVE ANY AND ALL POSSIBLE CLAIMS AGAINST THEIR ATTORNEYS.

THE PARTIES, WITH THEIR SIGNATURES BELOW, AGREED TO ALL ASPECTS OF THIS MEDIATED SETTLEMENT AGREEMENT, REGARDING BOTH FORM AND SUBSTANCE:

/s/  
Petitioner/Wife/Mother/Mom  
Woman  
111-222-3333  
woman@email.com

/s/  
Respondent/Husband/Father/Dad  
Man  
111-222-3333  
man@email.com

/s/  
Attorney for Petitioner/Wife/Mother/Mom  
Name  
SBN: 12345678  
name@lawyer.com

/s/  
Attorney for Respondent/Husband/Father/Dad  
Name  
SBN: 12345678  
name@lawyer.com