

IN THE CHANCERY COURT OF _____ COUNTY, MISSISSIPPI
_____ JUDICIAL DISTRICT

PLAINTIFF

vs

CIVIL ACTION NO. _____

DEFENDANT

ORDER GRANTING TEMPORARY RELIEF¹
(MINOR CHILD)

THIS CAUSE having come on for hearing on the _____ day of _____,
20_____, for temporary relief, and the Court having considered same finds as follows:

1. This Court has jurisdiction of both the parties hereto and the subject matter herein, and that the parties have complied with the requirements of the UCCJEA, Miss. Code Ann. § 93-27-209.

2. That the parties are the parents of the following children:

Name	Gender	Age	Birth date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. The temporary legal custody shall be granted as follows:

¹Prepared by the Members of the Eighth Chancery Court Liaison Committee 2012

4. The temporary physical custody shall be granted as follows:

_____.

5. The parties are bound by the following statutory definitions as applicable:

That “physical custody” means those period of time in which a child resides with or is under the care and supervision of one (1) of the parents. Miss. Code Ann. § 93-5-24(5)(b).

That “joint physical custody” means that each of the parents shall have significant periods of physical custody. Joint Physical custody shall be shared by the parents in such a way as to assure a child of frequent and continuing contact with both parents. Miss. Code Ann. § 93-5-24(5)(c).

That “legal custody” means the decision-making rights, the responsibilities and the authority relating to the health, education and welfare of a child. Miss. Code Ann. § 93-5-24(5)(d).

That “joint legal custody” means that the parents or parties share the decision-making rights, the responsibilities and the authority relating to the health, education and welfare of a child. An award of joint legal custody obligates the parties to exchange information concerning the health, education and welfare of the minor child, and to confer with one another in the exercise of decision-making rights, responsibilities and authority. Miss. Code Ann. § 93-5-24(5)(e).

That notwithstanding any other provisions of law, access to records and information pertaining to the child, including, but not limited to, medical, dental and school records, shall not be denied to a parent because the parent is not the child’s custodial parent. Miss. Code Ann. § 93-5-24(8).

6. That temporary visitation shall be granted to _____ as follows:

Weekends:

School Holidays during even-numbered years:

School holidays during odd-numbered years:

Summer:

Annual:

Father's Day

Mother's Day

Child's Birthday

Father's Birthday

Mother's Birthday

The pick-up and return of the child shall be as follows:

Any expenses incurred regarding temporary visitation shall be paid as follows:

Reasonable notice shall be given in the event the non-custodial parent cannot exercise visitation.

School holiday's shall be determined by the custodial parent's school district and shall be used to determine visitation even for pre-school children.

The above visitation periods shall not interfere with school or school-related functions of the child.

Holiday visitation shall take precedence over weekend visitation.

In addition to the above set schedule, the parties may agree upon any other visitation at any other times, but both parties must agree.

Neither party shall engage in social media in an offensive, disrespectful, or embarrassing way that is adverse to the best interest of the child.

The parties agree and understand that the following rules shall govern their behavior in the presence of the child:

- 6.1 Neither party shall expose the child to any immoral or illegal activity and shall not smoke nor consume alcoholic beverages or non-prescription drugs.
- 6.2 Neither party shall speak or act in a derogatory or disrespectful manner concerning the other party nor allow anyone else to do so.
- 6.3 Neither party shall use the child to transmit information such as visitation exchange information, etc.
- 6.4 Neither party shall discuss adult matters or conflicts with each other or do anything that would interfere with or inhibit the child's feelings for the other parent or the child's relationship with the other parent.
- 6.5 Neither party shall have overnight non-family guests of the opposite gender or any person with whom they are romantically involved.

7. That _____ shall pay to _____ via the Mississippi Department of Human Services the sum of \$_____ per month temporary child support as follows:

beginning on the _____ day of _____, 20_____, until further order of this Court, and that a WAGE WITHHOLDING ORDER shall be entered as required by law.

8. That existing medical insurance, dental insurance and life insurance shall remain in place.

9. That medical, ocular, and related expenses of the child during the temporary period shall be paid as follows:

10. That dental, orthodontic, and related expenses of the child during the temporary period shall be paid as follows:

11. That in the event it becomes necessary to declare which party claims the child for income tax purposes, _____ shall be allowed to claim the child and _____ shall execute IRS Form 8332 for the subject year.

12. That in the event the income tax returns of the parties are due during the temporary period, the filing and the amount due or the refund shall be as follows:

13. That _____ shall pay to _____ the sum of \$_____ per month temporary alimony as follows: _____ beginning on the _____ day of _____, 20_____, until further order of this Court.

14. That the temporary exclusive use, possession and control of the following shall be as follows:

14.1 Marital Residence _____

14.2 Contents: _____

14.3 Vehicle _____

14.4 Vehicle: _____

14.5 _____

14.6 _____

15. That the following list of debts shall be paid during the temporary period as follows:

15.1 Marital Home Mortgage: _____

15.2 Marital Home Insurance (if not included in mortgage note):

15.3 Marital Home Taxes (if not included in mortgage note):

15.4 Marital Home Expenses:

Electricity: _____ Water: _____

Natural Gas: _____ Telephone: _____

TV Cable: _____ _____

15.5 Vehicle:

Loan Payment: _____ Car Tag: _____

Operating Expenses

And Repairs: _____ Vehicle Insurance _____

15.6 Vehicle:

Loan Payment: _____ Car Tag: _____

Operating Expenses

And Repairs: _____ Vehicle Insurance _____

15.7 _____

15.8 _____

16. That each party is enjoined and prohibited from harassing or interfering with the other party in any manner.
17. That neither party shall dispose of or encumber any asset or dispose of any financial or other record without the written consent of both parties.
18. That each party shall keep the other informed of full residence address along with home and work telephone numbers unless excused in writing by the Court.

That in the event a party changes address or telephone numbers, that party shall notify the Clerk of Court using the file number and copy the other party in writing no later than the day of the change.

That in the event of a threat, disaster or other emergency, such as a hurricane, which causes an emergency evacuation, the party who has the child shall notify the other party of the location and well-being of the child as soon as reasonably possible.

19. That _____ shall complete the following courses and file a certificate of completion with the Court:

20. That _____ shall serve as appraiser who shall value the marital home and/or other real property and provide a copy of the appraisal to each party, and that

the bill shall be paid as follows:

21. That each party shall within _____ days provide a Financial Statement pursuant to Rule 8.05 of the Uniform Chancery Court rules including the tax returns and employment history as required.

22. Other matters:

22.1: _____

22.2 _____

22.3 _____

23. That the above matter is set to be tried on the merits on the _____ day of _____, 20_____, at _____ a.m./p/m/ before Chancellor _____ at _____, and

all of the above is hereby

ORDERED, ADJUDGED, AND DECREED, this the _____ day of _____, 20_____.

CHANCELLOR

FAMILY MASTER

HUSBAND

WIFE

HUSBAND'S ATTORNEY

WIFE'S ATTORNEY