

Petitioner/Joint Petitioner A: _____
 Respondent/Joint Petitioner B: _____

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| Enter the name of the county in which you are filing this case. | STATE OF WISCONSIN, CIRCUIT COURT, _____ COUNTY | |
| Enter the name of Petitioner/Joint Petitioner A. | IN RE: THE MARRIAGE OF | |
| Enter the name of Respondent/Joint Petitioner B. | Petitioner/Joint Petitioner A | Temporary Order With Minor Children |
| Check divorce or legal separation. | Name (First, Middle and Last) _____ and Respondent/Joint Petitioner B | <input type="checkbox"/> Divorce- 40101 <input type="checkbox"/> Legal Separation- 40201 |
| NOTE: Enter the case number, if known. If not leave blank. | Name (First, Middle and Last) _____ | Case No. _____ |

This form is available in Spanish. <https://www.wicourts.gov/forms1/circuit/index.htm>
Este formulario está disponible en español.

The parties have agreed to the terms of the Stipulation filed on [Date] _____, 20____.

THE COURT ORDERS:

1. The agreement of the parties as set out in the stipulation is adopted by the court,
 except as follows: _____.
2. If either party is awarded less than 25% placement with the minor child(ren), the specific reasons more placement with that parent is not in the child(ren)'s best interest is as stated in the stipulation.
3. The parties shall comply with this order while this divorce/legal separation action is pending unless changed by a later court order.
4. **Income Tax Returns.** The parties shall file their income tax returns consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Community Property law.
5. **Prohibited Acts.** Both parties are prohibited from:
 - A. Harassing, intimidating, physically abusing or imposing any restraint on the personal liberty of the other party or a minor child of either of the parties.
 - B. Encumbering, concealing, damaging, destroying, transferring, or in any other way disposing of property owned by either or both of the parties, without the consent of the other party or an order of the court, except in the usual course of business, in order to secure necessities or in order to pay reasonable costs and expenses of the action, including attorney fees.
 - C. Relocating and establishing a residence with a minor child of the parties more than 100 miles from the residence of the other party without the consent of the other party or an order of the court.

- D. Removing a minor child of the parties from the state of Wisconsin for more than 90 consecutive days without the consent of the other party or an order of the court.
 - E. Concealing a minor child of the parties from the other party without the consent of the other party or an order of the court.
 - F. Incurring debts or credit in the name of the other party.
6. **Change of Employer/Address.** Both parties shall notify the Clerk of Courts and the county Child Support Agency within 10 days of any change of address or change of employers. Notice shall also be sent at the same time to the other party unless contact is prohibited by court order.
7. Both parties are prohibited from interfering with the legal custody or physical placement provisions of this temporary order.
8. Neither party can disconnect any utility services or cause any other essential services of the residence of the other party to be discontinued without written consent of the parties or further order of the court.
9. Each party is responsible for their own future uninsured medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses, unless otherwise ordered.
10. Both parties shall maintain all current beneficiaries on all life, medical, hospital, automobile, household, or other insurance while this action is pending.
11. This temporary order for child support and/or maintenance constitutes an assignment of all commissions, earnings, salaries, wages, pension benefits, benefits under ch. 102 or 108, Wis. Stats., and other money due or to be due in the future to the Wisconsin Support Collections Trust Fund as will be sufficient to meet the child support and/or maintenance ordered here.
12. If child support and/or maintenance is to be paid, the assignment of paragraph "10" above is effective immediately, and the employer of the party paying shall be notified of the assignment of income immediately.
13. Unless otherwise ordered by the court or denied by statute, both parents shall have equal access to the minor children's medical, dental and school records.
14. If final legal custody and/or physical placement is contested, each party must complete and file with the court a proposed parenting plan at least 10 days prior to pretrial. A copy of the completed plan must be provided to both parties' attorney (if applicable). Any parent who does not file such a plan may lose the right to object to the other parent's plan.
- Both parties are notified:
- A. Payment of child support must be made as ordered and is not fulfilled by the giving of gifts, clothing, etc
 - B. Payment of child support must be made as it comes due; failure to get or the denial of rights to visitation are not an excuse for non-payment.
 - C. The payment of child support takes priority over other payments of debts and obligations.
 - D. A party who accepts additional obligations of child support does so with the full knowledge of their prior obligations of this proceeding, and will be given no consideration for those additional obligations when accused of contempt of court for failure to make the payment as ordered.
 - E. Child support is based on annual income and it is the responsibility of a person with seasonal employment to budget their income so that payments are made regularly throughout the year as ordered.

Failure to abide by these temporary orders is punishable as contempt of court pursuant to ch. 785, Wis. Stats. All temporary orders are made without prejudice to the rights of either party at the time of the final hearing.