

1 Case No. _____
2 Dept. No _____

3 IN THE JUSTICE COURT OF _____ TOWNSHIP
4 COUNTY OF _____, STATE OF NEVADA

5 _____,
6 Applicant,

7 vs.

8 _____,
9 Adverse Party.

EXTENDED ORDER FOR
PROTECTION AGAINST
DOMESTIC VIOLENCE

Date Issued: _____

Date Expires: _____

10 **VIOLATION OF THIS ORDER IS A CRIME**

11 **YOU, THE ADVERSE PARTY, ARE NOTIFIED THAT YOU CAN BE ARRESTED**
12 even if the person who obtained this Order invites or allows you to contact him or her. You have
13 the sole responsibility to avoid or refrain from violating the terms of this Order. Only the Court can
14 change this Order upon written application.

15 **YOU ARE FURTHER NOTIFIED THAT IF YOU ARE ARRESTED FOR VIOLATING**
16 **THIS ORDER,** you will not be admitted to bail sooner than 12 hours after your arrest if: (1) the
17 arresting officer determines that the violation is accompanied by a direct or indirect threat of harm;
18 or (2) you have previously violated a temporary or extended order for protection of the type for
19 which you have been arrested; or (3) at the time of the violation or within 2 hours after the
20 violation, you have: (a) a concentration of alcohol of 0.08 or more in your blood or breath; or (b)
21 an amount of a prohibited substance in your blood or urine that is equal to or greater than the
22 amount set forth in subsection 3 of NRS 484.379.

23 **YOU ARE FURTHER NOTIFIED** that child stealing/kidnapping is a felony.

24 **THIS ORDER is valid and enforceable throughout the State of Nevada. This Order meets**
25 **all Full Faith and Credit provisions of the Violence Against Women Act, and is enforceable in**
26 **all 50 states, the District of Columbia, U.S. Territories, and Indian Nations. All other courts**
27 **and law enforcement agencies with jurisdiction within the United States and all Indian**
28 **Nations shall give full faith and credit to this Order pursuant to 18 U.S.C. § 2265.**

Possession, shipment, transportation, or receipt of a firearm or ammunition while this
Order is in effect may constitute a felony under federal law 18 USC § 922(g)(8), and is
punishable by a fine of up to \$250,000 and/or a prison sentence of up to ten (10) years.
Further, if prohibited by this Order, possession, custody, or control of a firearm while this
Order is in effect is a gross misdemeanor under NRS Chapter 33.

The Court having considered the filings, testimony, and any evidence presented at hearing, and the
Court having found that the above-named Adverse Party received actual notice of hearing at which such

1 person had an opportunity to participate, and the Adverse Party was present was not present was
2 represented by counsel, _____, and the above-named Applicant
3 was present was not present was represented by counsel, _____,
4 and the Court having jurisdiction over the parties and this matter pursuant to NRS 33.010, et seq., and it
5 appearing to the satisfaction of the Court from specific facts shown that an act of domestic violence has
6 occurred, there exists a threat of domestic violence, and/or you represent a credible threat to the physical
7 safety of the Applicant or the minor child(ren), the Court enters this Order, and as a result:

8 **YOU ARE PROHIBITED, either directly or through an agent, from threatening, physically**
9 **injuring, or harassing the Applicant and/or the minor child(ren). YOU ARE FURTHER**
10 **PROHIBITED from selling, damaging, destroying, giving away, or otherwise disposing of, or**
11 **tampering with, any property owned by the Applicant, or in which the Applicant has an interest;**

12 **YOU ARE PROHIBITED from any contact whatsoever with the Applicant, but not**
13 **limited to, in person, by telephone, through the mail, through electronic mail (e-mail), facsimile, or**
14 **through another person.**

15 1. _____ **YOU ARE EXCLUDED AND ORDERED** to stay at least 100 yards away from
16 Applicant's residence located in _____, County, Nevada, **CONFIDENTIAL**, or at:
17 _____, _____,
18 (Street) (City)

19 or any other place that Applicant may reside. **YOU** shall not interfere with Applicant's possession and
20 use of the residence, including utilities, phones, leases, and other related residential services;

21 2. _____ The Court, having jurisdiction under and meeting the requirements of Chapter 125A
22 of the Nevada Revised Statutes (UCCJA), grants to the Applicant temporary custody of the following
23 minor child(ren) of the parties: _____;
24 _____;

25 **YOU ARE PROHIBITED** from interfering with the Applicant's custody of the minor child(ren)
26 named in this paragraph. It is in the best interest of the child(ren) that no negative, insulting, or
27 disparaging comments be made by one party against the other party in the presence of the minor
28 child(ren).

1 3. _____ **YOU ARE GRANTED** visitation with the minor child(ren): _____

2 _____,
3 under the following terms and conditions: _____

4 _____
5 _____
6 _____
7 4. _____ **YOU ARE ORDERED** to pay support and maintenance of the minor child(ren) as
8 set forth in the attached Child Support Addendum.

9 5. _____ **YOU ARE ORDERED** to pay the rent or make payments on a mortgage on the
10 Applicant's place of residence or pay towards the support and maintenance of the Applicant, as follows:
11 _____

12 _____
13 _____
14 _____
15 6. _____ Custody, visitation, and support of the minor child(ren) of the parties shall remain as
16 ordered in the Decree of Divorce/Order entered between the parties in Case Number _____
17 in the _____ Court of the State of _____.

18 7. _____ **YOU ARE EXCLUDED AND ORDERED** to stay at least 100 yards away from
19 the minor child(ren)'s school(s), or day care, including, but not limited to, the places listed below:
20

21 **CONFIDENTIAL**

22 (a) Name of School _____

23 Address _____

24 City _____ County _____ Nevada.

25 (b) Name of School _____

26 Address _____

27 City _____ County _____ Nevada.
28

1 (c) Name of School _____

2 Address _____

3 City _____ County _____ Nevada.

4
5 6. _____ **YOU ARE EXCLUDED AND ORDERED** to stay at least 100 yards away from
6 these place(s) of employment or any other place that Applicant may be employed. **YOU ARE**
7 **PROHIBITED** from any contact whatsoever with these place(s) of employment in person, by telephone,
8 by mail, or any other means of communication.

9 **CONFIDENTIAL**

10 (a) Name _____ Address _____

11 City _____ County _____ Nevada.

12
13 (b) Name _____ Address _____

14 City _____ County _____ Nevada.

15
16 (c) Name _____ Address _____

17 City _____ County _____ Nevada.

18
19 9. _____ **YOU ARE EXCLUDED AND ORDERED** to stay at least 100 yards away from
20 the following places frequented regularly by Applicant and/or the minor child(ren):
21

22 (a) Name _____ Address _____

23 City _____ County _____ Nevada.

24
25 (b) Name _____ Address _____

26 City _____ County _____ Nevada.

1 (c) Name _____ Address _____
2 City _____ County _____ Nevada.

3
4 (d) Name _____ Address _____
5 City _____ County _____ Nevada.

6
7 10. (a) _____ **YOU ARE PROHIBITED**, either directly or through an agent, from physically
8 injuring or threatening to injure any animal that is owned or kept by the Applicant, the minor
9 child(ren), or **YOU**.

10 (b) _____ **YOU ARE PROHIBITED**, either directly or through an agent, from taking
11 possession of any animal owned or kept by the Applicant or the minor child(ren).

12 (c) _____ The arrangements for the possession and care of any animal(s) referenced above
13 are as follows:

14 _____
15 _____
16 _____

17 11. _____ **YOU ARE ORDERED** to comply with the attached Firearms Addendum.

18 12. _____ The following provisions and exceptions are made a part of this Order: _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

1 **CHILD SUPPORT ADDENDUM**

2 _____ **YOU ARE ORDERED** to pay the amount of \$ _____ for the support and maintenance of
3 the minor child(ren): _____.

4 Payments shall commence on _____ and be paid on the _____ day of each
5 month while this Order remains in effect. Arrears have not been addressed in this Order. If the Applicant wishes to
6 have the payments made through the District Attorney’s office, the Applicant may seek relief from the local
7 District Attorney’s office. NOTICE: PAYMENT OF SUPPORT IS TO BE AS PROVIDED HEREIN, AND THE
8 GIVING OF GIFTS, OR THE PURCHASES OF FOOD, CLOTHING, AND THE LIKE WILL NOT FULFILL
9 THE OBLIGATION.

10 A. Adverse Party’s (Obligor’s) gross monthly income \$ _____; formula amount: _____ %
11 equals \$ _____ per month, other _____. The basis for deviation
12 from the State formula is as follows: _____
13 _____

14 B. Withholding of income for the payment of the support must be carried out immediately, or
15 The Court finding good cause: _____
16 withholding of income shall be postponed until such time as the Adverse Party (Obligor) becomes 30
17 days delinquent under this Order. Payments shall be made directly to the Applicant by mail, at the
18 following address: _____
19 _____,
20 unless a court order states otherwise.

21 C. The Adverse Party (Obligor) shall provide health insurance coverage for the minor child(ren), if
22 available, through an employer at a reasonable cost, and shall provide all necessary
23 assistance to enable Applicant to obtain the medical benefits for the minor child(ren).

24 The Adverse Party (Obligor) shall pay \$ _____ per month for a medical
25 insurance premium, payable to _____.

26 The Adverse Party shall provide proof of medical insurance coverage including a medical
27 identification card and FIVE claim forms, if necessary, to the Applicant by mail, at the
28 following address: _____,
within _____ days of today’s date, _____.

Both the Applicant and the Adverse Party shall split equally all medical expenses not covered by
medical insurance.

1 **FIREARMS ADDENDUM**

2 Any violation of the following is a gross misdemeanor under Nevada law (NRS 33.031).

3
4 The Court has considered, among other factors: (1) whether you have a documented history of domestic
5 violence; (2) whether you have used or threatened to use a firearm to injure or harass the Applicant, a
6 minor child, or any other person; (3) whether you have used a firearm in the commission or attempted
7 commission of any crime, and: _____
8 _____
9 _____
10 _____
11 _____

12 Pursuant to Nevada Revised Statutes Chapter 33, **THIS COURT ORDERS** the following:

13 **YOU ARE PROHIBITED** from possessing or having under your custody or control any firearm
14 while this Order is in effect.

15
16 Within 24 hours after service of this Order you shall:

17 surrender sell transfer

18 all firearms in your possession or under your custody or control to:

19 _____
(transferee)

20 You must contact law enforcement before approaching a law enforcement officer or law
21 enforcement facility with firearm(s).

22 Not later than 72 hours or 1 business day, whichever is later, after the surrender, sale, or transfer
23 of such firearm(s), you shall provide a receipt to the Court from the transferee. The receipt shall include
24 the name and address of the transferee and a written description of each such firearm.

25 Other _____
26 _____
27 _____
28 _____

1 **FIREARMS ADDENDUM**

2 Any violation of the following is a gross misdemeanor under Nevada law (NRS 33.031).

3 This Court has considered, among other factors: (1) whether you have a documented history of domestic
4 violence; (2) whether you have used or threatened to use a firearm to injure or harass the Applicant, a
5 minor child(ren), or any other person; (3) whether you have used a firearm in the commission or
6 attempted commission of any crime, and:

7 _____
8 _____
9 _____

10 Pursuant to Nevada Revised Statutes Chapter 33, **THIS COURT ORDERS** the following:

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12 while this Order is in effect.

13 Within 24 hours after service of this Order you shall:

14 surrender sell transfer

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16 _____
17 (transferee)

18 You must contact law enforcement before approaching a law enforcement officer or law
19 enforcement facility with firearm(s).

20 Not later than 72 hours or 1 business day, whichever is later, after the surrender, sale, or transfer of
21 such firearm(s), you shall provide a receipt to the Court from the transferee. The receipt shall include the
22 name and address of the transferee and a written description of each such firearm.

23
24 **YOU ARE GRANTED** a limited employment exception from the prohibition noted above
25 because you have established that:

26 (1) the possession or use of a firearm(s) is an integral part of your employment with:

27 Name of Employer _____
28

1 Employer's Representative _____

2 Employer's Address _____

3 Employer's County, City, State _____

4 Employer's Telephone Number _____

5 **AND**

6 (2) your employer agrees to store/safeguard your firearm(s) when you are not working, and
7 sufficient proof to that effect has been provided to the Court. The firearm(s) that you may possess while
8 you are working is/are: (for example: make, model, caliber, serial number, etc.)

9 _____
10 _____
11 _____
12 _____
13 _____

14
15 Other: _____
16 _____
17 _____
18 _____

SAMPLE