

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT,
 IN AND FOR _____ COUNTY, FLORIDA

Case No.: _____
 Division: _____

 Petitioner,

 and

 Respondent.

TEMPORARY ORDER OF SUPPORT WITH DEPENDENT OR MINOR CHILD(REN)

This cause came before this Court for a hearing on a Motion for Temporary Support with Dependent or Minor Child(ren). The Court, having reviewed the file and heard the testimony, makes these findings of fact and ORDERS as follows:

The Court has jurisdiction over the subject matter and the parties.

SECTION I. MARITAL ASSETS AND LIABILITIES

A. Injunction.

1. Petitioner Respondent is (are) prohibited and enjoined from disposing of any marital assets without the written permission of the other party or a court order. If checked here , the person(s) prohibited and enjoined from disposing of any marital assets may continue to pay all ordinary and usual expenses.
2. The Court may enforce compliance with the terms of this injunction through civil and/or indirect criminal contempt proceedings, which may include arrest, incarceration, and/or the imposition of a fine.
3. Violation of this injunction may constitute criminal contempt of court.
4. Bond. This order is conditioned upon Petitioner Respondent posting bond in the sum of \$_____ with the clerk of this Court.

B. Temporary Use of Assets.

1. The assets listed below are temporarily determined to be marital assets. Each party shall temporarily have the use of, as his/her own, the assets awarded in this section, and the other party shall temporarily have no further use of said assets. **Any personal property not listed below shall be for the use of party currently in possession of that item(s), and he or she may not dispose of that item(s) without the written permission of the other party or a court order.**

ASSETS: DESCRIPTION OF ITEM(S)	Wife Shall Have Temporary Use	Husband Shall Have Temporary Use
Automobiles		
Furniture & furnishings in home		

ASSETS: DESCRIPTION OF ITEM(S)	Wife Shall Have Temporary Use	Husband Shall Have Temporary Use
Furniture & furnishings elsewhere		
Jewelry		
Business interests		
Other Assets		

C. Temporary Responsibility for Liabilities/Debts.

1. The liabilities listed below are temporarily determined to be marital. Each party shall pay as his or her own the marital liabilities indicated below and shall keep said payments current. The other party shall temporarily have no further responsibility for the payment of these debts.

LIABILITIES: DESCRIPTION OF DEBT(S)	Current Amount Owed	Wife Shall Pay	Husband Shall Pay
Mortgages on real estate: (home)	\$	\$	\$
Charge/credit card accounts			
Auto loan			
Auto loan			
Bank/Credit Union loans			
Money owed (not evidenced by a note)			
Other			

SECTION II. TEMPORARY EXCLUSIVE USE AND POSSESSION OF HOME

[all that apply]

____ 1. () Petitioner () Respondent shall have temporary exclusive use and possession of the dwelling located at: *{address}* _____

until *{date or event}* _____

____ 2. () Petitioner () Respondent may make a visit to the premises described in the paragraph above for the purpose of obtaining his or her clothing and items of personal health and hygiene and to obtain any items awarded in this order. This visit shall occur after notice to the person granted temporary exclusive use and possession of the dwelling and at the earliest convenience of both parties.

____ 3. Other: _____

SECTION III. TEMPORARY CUSTODY OF AND VISITATION WITH DEPENDENT OR MINOR CHILD(REN)

1. **Jurisdiction.** The Court has jurisdiction to determine temporary custody of and visitation with the parties' minor child(ren) listed in paragraph 2 below.

2. **The parties' dependent or minor child(ren) is (are):**

Name

Birth date

3. **Temporary Parental Responsibility for the Minor Child(ren).**

[one only]

____ a. The parties shall have temporary **shared parental responsibility** for the parties' minor child(ren). () Mother () Father shall have temporary **primary residential responsibility** of the minor child(ren) and the other parent shall have temporary secondary residential responsibility, as set forth in paragraph 4 below. **OR** The temporary primary residential parent shall be () undesignated () rotating with time sharing for the () Mother () Father as set forth in paragraph 4 below.

____ b. () Mother () Father shall have temporary **sole parental responsibility** for the parties' minor child(ren). Temporary shared parental responsibility would be detrimental to the child(ren) at this time because: _____

____ The other parent shall have temporary visitation with the parties' minor child(ren) as set forth in paragraph 4 below.

4. **Temporary Secondary Residential Responsibility, Temporary Visitation, or Temporary Time Sharing with Minor Child(ren).** The parent granted temporary secondary residential responsibility, visitation, or time sharing shall have:

[one only]

___ a. **reasonable visitation or time sharing** with the parties' minor child(ren) after reasonable notice and as agreed to by the parties, subject to any limitations in paragraph 5 below. The Court reserves jurisdiction to set a specific schedule.

___ b. the following **specified visitation or time sharing** with the parties' minor child(ren), subject to any limitations set out in paragraph 5 below: *{specify days and times}* _____

___ c. **no contact** with the parties' minor child(ren) until further order of the Court, due to the existing conditions that are detrimental to the welfare of the minor child(ren). *{explain}* _____

5. **Limitations on Temporary Parental Responsibility, Visitation, and Time Sharing.** Neither parent shall take the child(ren) from the custody of the other parent or any child care provider or other person entrusted by the other parent with the care of the child(ren) without the agreement of the other party during the other party's time of temporary parental responsibility or temporary visitation. The above reasonable (paragraph 4.a. above) or specified (paragraph 4.b. above) temporary visitation shall be:

[if applies]

___ a. **supervised by a responsible adult** who is mutually agreeable to the parties. If the parties cannot agree, the supervising adult shall be: *{name}* _____.

___ b. at a **supervised visitation** center located at: *{address}* _____

_____,
subject to the available times and rules of the supervised visitation center. The cost of such visits shall be paid by () Mother () Father () Both.

6. **Communication Arrangements for Temporary Secondary Parenting, Visitation, and Time Sharing with Child(ren).**

[if applies]

___ The parties' communications to arrange visitation or time sharing and discuss issues relating to the child(ren) (if temporary shared parenting, time sharing or visitation is provided in paragraph 3 above) are restricted as follows: () telephone, () fax, e-mail, or letter, () a responsible person shall coordinate the visitation or time sharing arrangements of the minor child(ren). If the parties cannot agree, the responsible person shall be: *{name}* _____

() other conditions for arrangements or discussions: *{explain}* _____

7. **Exchange of Minor Child(ren).** The exchange of the minor child(ren) shall be on time as scheduled and as agreed to by the parties. The following conditions, if checked below, shall also apply.

[all that apply]

- a. The parties shall temporarily exchange the child(ren) at the following location(s): _____
- b. The parent granted temporary secondary parenting, visitation, or time sharing shall not get out of the vehicle, and the other parent shall not approach the vehicle, during the time the child(ren) are exchanged.
- c. A responsible person shall conduct all exchanges of the child(ren). The parent granted temporary secondary parenting, temporary visitation, or time sharing shall not be present during the exchange. If the parties' cannot agree, the responsible person shall be: *{name}* _____
- d. Other conditions for exchange of the child(ren) are as follows: _____

8. Injunction Prohibiting Removing the Child(ren). The Court hereby temporarily prohibits and enjoins the () Mother () Father () Both from permanently removing the minor child(ren) from the State of Florida without a court order or the written consent of the other party.

9. Other Temporary Provisions Relating to the Minor Child(ren).

SECTION IV. TEMPORARY ALIMONY

1. () The Court denies the request(s) for temporary alimony. **OR**
 () The Court finds that there is a need for, and that () Petitioner () Respondent, hereinafter Obligor, has/had the present ability to pay temporary alimony as follows:

[all that apply]

- a. **Temporary Periodic.** Obligor shall pay temporary periodic alimony to Obligee in the amount of \$_____ per month, payable () in accordance with Obligor's employer's payroll cycle, and in any event, at least once a month () other *{explain}* _____
 _____, beginning *{date}* _____. This temporary periodic alimony shall continue until modified by court order, the death of either party, or until, *{date/event}* _____, whichever occurs first.
- b. **Lump Sum.** Obligor shall pay temporary lump sum alimony to Obligee in the amount of \$ _____. This amount shall be paid as follows: _____
 _____.
- c. **Rehabilitative.** Obligor shall pay temporary rehabilitative alimony to Obligee in the amount of \$_____ per month, payable () in accordance with Obligor's employer's payroll cycle, and in any event, at least once a month () other *{explain}* _____
 _____, beginning *{date}* _____. This temporary rehabilitative alimony shall continue until

modified by court order, the death of either party or until {date/event} _____, whichever occurs first. The temporary rehabilitative plan presented demonstrated the following:

_____.

____ d. **Retroactive.** Obligor shall pay retroactive alimony in the amount of \$_____ for the period of {date} _____ through {date} _____, which shall be paid pursuant to paragraph 3 below.

2. **Reasons for Awarding/Denying Temporary Alimony Award.** The reasons for awarding/denying temporary alimony are as follows:

- ____ a. length of the marriage of the party receiving temporary alimony: _____ years;
____ b. age of party receiving temporary alimony: _____;
____ c. health of party receiving temporary alimony: () excellent () good () poor () other _____;
____ d. other factors _____

Check here if additional pages are attached.

3. **Retroactive Alimony.** () Petitioner () Respondent shall pay to the other party the temporary retroactive alimony of \$_____, as of {date} _____. This amount shall be paid in the amount of \$_____ per month, payable in accordance with Obligor's employer's payroll cycle, and in any event at least once a month () other {explain} _____

beginning {date} _____, until paid in full including statutory interest.

4. **Insurance.**

[all that apply]

____ a. **Health Insurance.** () Petitioner () Respondent shall temporarily be required to pay health insurance premiums for the other party not to exceed \$_____ per month. Further, () Petitioner () Respondent shall pay any uninsured medical costs for the other party not exceed \$_____ per year. As to these uninsured medical expenses, the party who is entitled to reimbursement of the uninsured medical expense shall submit request for reimbursement to the other party within 30 days, and the other party shall, within 30 days after receipt, submit the applicable reimbursement for that expense.

____ b. **Life Insurance (to secure payment of support).** To secure the temporary alimony obligations set forth in this order, the Obligor shall temporarily maintain life insurance coverage on his/her life naming the Obligee as the sole irrevocable beneficiary, so long as reasonably available. This temporary insurance shall be in the amount of at least \$_____ and shall remain in effect until this temporary obligation for alimony terminates.

5. **Other provisions relating to temporary alimony:** _____

SECTION V. TEMPORARY CHILD SUPPORT

1. The Court finds that there is a need for temporary child support and that the () Mother () Father (hereinafter Obligor) has the present ability to pay child support. The amounts in the Child Support

Guidelines Worksheet, ☞ Florida Family Law Rules of Procedure Form 12.902(e), filed by the () Mother () Father are correct **OR** the Court makes the following findings: The Mother's net monthly income is \$_____. The Father's net monthly income is \$_____. Monthly child care costs are \$_____. Monthly health/dental insurance costs are \$_____.

2. **Amount.** Obligor shall be obligated to pay temporary child support in the amount of \$_____ per month payable () in accordance with Obligor's payroll cycle, and in any event at least once a month () *{explain}* _____

_____ beginning *{date}* _____, and continuing until further court order or until *{date/event}* _____, *{explain}* _____.

If the temporary child support ordered deviates from the guidelines by more than 5%, the factual findings which support that deviation are: _____

3. **Retroactive Child Support.**

[if applies]

_____ () Mother () Father shall pay to the other party the temporary retroactive child support of \$_____, as of *{date}* _____. This amount shall be paid in the amount of \$_____ per month, payable in accordance with Obligor's employer's payroll cycle, and in any event at least once a month () other *{explain}* _____

_____ beginning *{date}* _____, until paid in full including statutory interest.

4. **Insurance.**

[all that apply]

_____ a. **Health/Dental Insurance.** () Mother () Father shall be required to temporarily maintain () health () dental insurance coverage for the parties' minor child(ren), so long as reasonably available. The party providing coverage shall be required to convey cards showing coverage to the other party. **OR** () Health () dental insurance is not reasonably available at this time.

_____ b. Reasonable and necessary **uninsured medical/dental/prescription drug costs** for the minor child(ren) shall temporarily be assessed as follows:

() Shared equally by both parents.

() Prorated according to the child support guideline percentages.

() Other *{explain}*: _____

_____ As to these uninsured medical/dental/prescription drug expenses, the party who incurs the expense shall submit request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.

5. **Life Insurance (to secure payment of support).** To secure the temporary child support obligations in this order, () Petitioner () Respondent () Each party shall temporarily maintain life insurance coverage, in an amount of at least \$_____, on () his life () her life () his/her life naming the () minor child(ren) as the sole irrevocable beneficiary(ies) () primary residential parent as the sole irrevocable beneficiary as Trustee for the minor child(ren), so long as reasonably available. The obligation to maintain the life insurance coverage shall continue until the Court orders otherwise or until *{date/event}* _____

6. **IRS Income Tax Deduction(s).** The party granted temporary primary residential responsibility or temporary sole parental responsibility of the minor child(ren) shall have the benefit of any tax deductions for the child(ren), **OR**, if checked here, () assignment of any tax deduction for the child(ren) shall be as follows: _____

7. **Other provisions relating to temporary child support:** _____

SECTION VI. METHOD OF PAYMENT

Obligor shall pay any temporary court-ordered child support/alimony and arrears, if any, as follows:

1. **Central Governmental Depository.**

[if applies]

- _____ a. Obligor shall pay temporary court-ordered support directly to the Central Governmental Depository in {name} _____ County, along with any depository service charge.
- _____ b. Both parties have requested and the court finds that it is in the best interests of the child(ren) that temporary support payments need not be directed through the Central Governmental Depository. However, either party may subsequently apply to the depository pursuant to section 61.13(1)(d)3, Florida Statutes, to require payments through the Central Governmental Depository.

2. **Income Deduction.**

[if applies]

- _____ a. **Immediate.** Obligor shall pay through income deduction, pursuant to a separate Income Deduction Order which shall be effective immediately. Obligor is individually responsible for paying this temporary support obligation until all of said support is deducted from Obligor's income. Until temporary support payments are deducted from Obligor's paycheck, Obligor is responsible for making timely payments directly to the Central Governmental Depository or the Obligee, as previously set forth in this order.
- _____ b. **Deferred.** Income deduction is ordered this day, but it shall not be effective until a delinquency of \$ _____, or, if not specified, an amount equal to one month's obligation occurs. Income deduction is not being implemented immediately based on the following findings: Income deduction is **not** in the best interests of the child(ren) because: {explain} _____

AND

there is proof of timely payment of a previously ordered obligation without an income deduction order in cases of modification,

AND

() there is an agreement by the Obligor to advise the central governmental depository of any change in payor and health insurance **OR** () there is a signed written agreement providing an alternative arrangement between the Obligor and the Obligee.

3. **Bonus/one-time payments.** () All () _____% () No income paid in the form of a bonus or other similar one-time payment, up to the amount of any arrearage or the remaining balance thereof owed pursuant to this order, shall be forwarded to Obligee pursuant to the payment method prescribed above.

4. **Other provisions relating to method of payment.** _____

SECTION VII. TEMPORARY ATTORNEY FEES, COSTS, AND SUIT MONEY

____ 1. () Petitioner's () Respondent's request(s) for temporary attorney fees, costs, and suit money is (are) denied because _____
_____.

____ 2. The Court finds there is a need for and an ability to pay temporary attorney fees, costs, and suit money. () Petitioner () Respondent is hereby ordered to pay to the other party \$_____ in temporary attorney fees, and \$_____ in costs. The Court further finds that the temporary attorney fees awarded are based on the reasonable rate of \$_____ per hour and _____ reasonable hours. Other provisions relating to temporary attorney fees, costs, and suit money are as follows: _____

_____.

SECTION VIII. OTHER PROVISIONS

Other Provisions: _____

_____.

ORDERED on {date} _____, at {time} _____.

CIRCUIT JUDGE

COPIES TO:
Petitioner (or his or her attorney)
Respondent (or his or her attorney)
Central Governmental Depository
Other: _____