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

Case No.: _____
Division: _____

In Re: The Marriage of:

_____,
Petitioner,

and

_____,
Respondent.

TEMPORARY ORDER OF SUPPORT, TIME-SHARING, AND OTHER RELIEF WITH DEPENDENT OR MINOR CHILD(REN)

This cause came before this Court for a hearing on a Motion for Temporary Support, Time-Sharing, and Other Relief 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 indicated 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) (Please describe each item as clearly as possible. You do not have to list account numbers.)	Petitioner Shall Have Temporary Use	Respondent Shall Have Temporary Use
Automobiles		
	☐	☐
	☐	☐
	☐	☐
Furniture & furnishings in home		
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
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) (Please describe each item as clearly as possible. You do not have to list account numbers.)	Current Amount Owed	Petitioner Shall Pay	Respondent Shall Pay
Mortgages on real estate: (home)	$	$	$

LIABILITIES: DESCRIPTION OF DEBT(S) (Please describe each item as clearly as possible. You do not have to list account numbers.)	Current Amount Owed	Petitioner Shall Pay	Respondent Shall Pay
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

*[Indicate **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 PARENTAL RESPONSIBILITY AND TIME-SHARING WITH DEPENDENT OR MINOR CHILD(REN) *{Insert the name or designation of each parent in the spaces provided below}*

1. **Jurisdiction.** The Court has jurisdiction to determine temporary parental responsibility and time-sharing for 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).**
*{Choose only **one**}{Insert the name or designation of each parent in the space provided}*
   a. _____ The parties shall have temporary **shared parental responsibility** for the parties' minor child(ren).

   b. _____Parent _____ 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: _____
   _____
   _____.

   c. _____ Parent _____ shall have ultimate decision making authority regarding the following:_____
   _____
   _____.

   d. **Other provisions:** _____
   _____
   _____

4. **Temporary Time-sharing Schedule with Minor Child(ren).** The parent(s) shall have:
*{Choose only **one**}{Insert the name or designation of each parent in the space provided.}*
   a. _____ **reasonable** time-sharing schedule with the parties' minor child(ren) 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 time-sharing schedule** with the parties' minor child(ren), subject to any limitations set out in paragraph 5 below: *{specify days and times}* _____
   _____

Parent *{name or designation}*_____'s Temporary Time-Sharing Schedule.

_____
_____
_____
_____.

Parent *{name or designation}* _____'s Temporary Time-sharing Schedule.

_____
_____
_____
_____.

c. _____ Time-sharing in accordance with the temporary **Parenting Plan** attached as Exhibit _____.

d. _____Parent *{name or designation}* _____ shall have **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 Time-sharing.** *{If applicable}*
Neither parent shall take the child(ren) from the other parent, 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-sharing. The above time-sharing shall be:
{Insert the appropriate information in the space provided.}

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/time-sharing** 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
_____Parent *{name or designation}* _____
_____ Both parents.

6. **Communication Arrangements, Parental Responsibility and Time-sharing with Minor Child(ren).**
*{Indicate **if** applicable}*

a. _____ The parties' communications to arrange time-sharing and discuss issues relating to the

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

b. _____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 indicated below, shall also apply. *{Indicate **all** that apply}*
{Insert the name or designation of each parent in the space provided.}

a. _____ The parties shall temporarily exchange the child(ren) at the following location(s):
_____

b. Parent *{name or designation}* _____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). Parent *{name or designation}* _____ 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
_____Parent *{name or designation}* _____
_____ Both parents
from 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

2. _____ 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: *{Indicate **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 or event}* whichever occurs first.

   b. _____ **Retroactive.** Obligor shall pay retroactive alimony in the amount of $_____ for the period of *{date}* _____ through *{date}* _____, which shall be paid pursuant to paragraph 4 below.

3. **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: _____ years;

   c. _____ health of party receiving temporary alimony: _____ excellent _____ good _____ poor

   d. _____ other_____;
   _____ other factors _____
   _____
   _____
   _____
   _____ Please indicate here if additional pages are attached.

4. **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, or _____ other *{explain}* _____
_____
beginning: *{date}* _____, until paid in full including statutory interest.

5. **Insurance.**
*{Indicate **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 reasonable and necessary 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 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.

6. _____Other provisions relating to temporary alimony including any tax treatment and consequences:_____
_____ .

SECTION V. TEMPORARY CHILD SUPPORT

1. The Court finds that there is a need for temporary child support and that the _____ Petitioner _____ Respondent (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 _____ Petitioner _____ Respondent are correct

   OR

   The Court makes the following findings:
   Petitioner's net monthly income is $_____.
   Respondent's net monthly income is $_____.
   Monthly child care costs are $_____.
   Monthly health/dental insurance costs are $_____.

2. **Amount.**

   Child support established at the rate of $_____per month for the _____children *{total*

number of minor or dependent children} shall be paid commencing _____ *{month, day, year}* and terminating _____ *{month, day, year}.* Child support shall be paid in the amount of $_____ per _____ *{week, month, other}* which is consistent with the Obligor's current payroll cycle.

Upon the termination of the obligation of child support for one of the parties' children, child support in the amount of $_____ for the remaining _____children *{number of remaining children}* shall be paid commencing _____ *{month, day, year}* and terminating _____ *{month, day, year}.* This child support shall be paid in the amount of $ _____ per _____ *{week, month, other}* consistent with Obligor's current payroll cycle.

{Insert schedule for the child support obligation, including the amount, and commencement and termination dates, for the remaining minor or dependent children, which shall be payable as the obligation for each child ceases. Please indicate whether the schedule ____ appears below or ____ is attached as part of this form}

_____
_____
_____
_____
_____
_____.

The Obligor shall pay child support until all of the minor or dependent children: reach the age of 18; become emancipated, marry, join the armed services, die, or become self-supporting; or until further order of the court or agreement of the parties. The child support obligation shall continue beyond the age of 18 and until high school graduation for any child who is dependent in fact, between the ages of 18 and 19, and is still in high school performing in good faith with a reasonable expectation of graduation before age 19.

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.**
*{Indicate **if** applicable}*
_____Petitioner _____ Respondent 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, or _____other *{explain}* _____ beginning *{date}* _____, until paid in full including statutory interest.

4**. Insurance.**
*[Indicate **all** that apply]*

_____ **Health/Dental Insurance.** _____ Petitioner _____ Respondent shall be required to temporarily maintain_____ health _____ dental insurance for the parties' minor child(ren), so long as reasonable in cost and accessible to the child(ren). The party providing insurance shall be required to convey cards showing coverage to the other party.

OR

_____ Health _____ dental insurance is not reasonable in cost or accessible to the child(ren) at this time.

_____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, in an amount of at least $_____, on _____ his/her life naming the _____ minor child(ren) as the beneficiary (ies) **OR** naming the _____Petitioner _____ Respondent_____ other *{name}*: _____ 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 Exemption(s). The assignment of any tax exemption 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. **Place of Payment**

   a. _____ Obligor shall pay temporary court-ordered support directly to either the State Disbursement Unit or the central depository, as required by statute, along with any fee required by statute.

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 either the State Disbursement Unit or the central depository at this time; however, either party may subsequently apply, pursuant to section 61.13(1)(d)3, Florida Statutes, to require payments through either the State Disbursement Unit or the central depository.

2. **Income Deduction.**

_____ **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 State Disbursement Unit or the Obligee, as previously set forth in this order.

_____ **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 Title IV-D agency, the clerk of court, and the Obligee of any change in Payor and/or health insurance

OR

_____ there is a signed written agreement providing an alternative arrangement between the Obligor and the Obligee and, at the option of the IV-D agency, by the IV-D agency in IV-D cases in which there is an assignment of support rights to the state, reviewed and entered in the record by the court.

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 the Obligee pursuant to the payment method prescribed above.

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

_____

_____

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

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

OR

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

SECTION VIII. OTHER PROVISIONS

Other Provisions: _____
_____
_____
_____.

DONE AND ORDERED in _____, Florida on *{date}* _____.

_____
CIRCUIT JUDGE

I certify that a copy of this *{name of document(s)}* _____
was ____ mailed ____ faxed and mailed ____ e-mailed ____ hand-delivered to the parties or entities listed below on *{date}*_____.

by _____
{Clerk of court or designee}

Petitioner (or his or her attorney)
Respondent (or his or her attorney)
State Disbursement Unit
Central depository
Other: _____