

Supreme Court of Florida

No. SC13-532

IN RE: AMENDMENTS TO THE FLORIDA SUPREME COURT APPROVED FAMILY LAW FORMS.

[May 1, 2014]

PER CURIAM.

Previously in this case, the Court amended four Florida Supreme Court Approved Family Law Forms, forms 12.902(f)(1) and 12.902(f)(2), the marital settlement agreement forms, and forms 12.990(c)(1) and 12.990(c)(2), the final judgment of dissolution of marriage forms. These forms were amended in response to the enactment of section 732.703, Florida Statutes (2012), entitled “Effect of divorce, dissolution, or invalidity of marriage on disposition of certain assets at death.” In re Amends. to the Fla. Supreme Court Approved Family Law Forms, 122 So. 3d 320 (Fla. 2013).¹ Interested parties were given an opportunity to file comments regarding the amended forms. Id. at 321.

1. We have jurisdiction. See art. V, § 2(a), Fla. Const.

Several comments were filed. Upon consideration of the comments, and with input from the Advisory Workgroup on the Florida Supreme Court Family Law Forms, we adopt additional amendments to the forms, as follows: (1) the phrase “deceased’s party former spouse” is changed to “deceased party’s former spouse” in each of the four forms; and (2) the references to tax “deductions” are changed to tax “exemptions” in paragraph 6 of Section IV of form 12.902(f)(1).

Accordingly, the Florida Supreme Court Approved Family Law Forms are amended, as reflected in the appendix to this opinion. The amended forms are fully engrossed and ready for use. The forms may also be accessed and downloaded from the Florida State Courts’ website at www.flcourts.org/gen_public/family/forms_rules/index.shtml. By adoption of the amended forms, we express no opinion as to their correctness or applicability. The forms shall become effective immediately upon release of this opinion.

It is so ordered.

POLSTON, C.J., and PARIENTE, LEWIS, QUINCE, CANADY, LABARGA, and PERRY, JJ., concur.

THE FILING OF A MOTION FOR REHEARING SHALL NOT ALTER THE EFFECTIVE DATE OF THESE AMENDMENTS.

Original Proceeding – Florida Supreme Court Approved Family Law Forms

Lori M. Caldwell-Carr, Maitland Florida, and Elizabeth Ann Blackburn, Daytona Beach, Florida, Co-Chairs, Family Law Section Rules Committee; Elisha D. Roy,

Chair, Family Law Section, The Florida Bar, West Palm Beach, Florida;
Christopher M. Pratt, Palmetto, Florida; and Melvyn B. Frumkes, Miami, Florida,

Responding with comments

APPENDIX

INSTRUCTIONS FOR FLORIDA SUPREME COURT APPROVED FAMILY LAW FORM 12.902(f)(1) MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE WITH DEPENDENT OR MINOR CHILD(REN) (05/14)

When should this form be used?

This form should be used when a **Petition for Dissolution of Marriage with Dependent or Minor Child(ren)**, Florida Supreme Court Approved Family Law Form 12.901(b)(1), has been **filed** and **the parties** have reached an agreement on some or all of the issues at hand.

This form should be typed or printed in black ink. **Both** parties must sign the agreement and have their signatures witnessed by a **notary public** or **deputy clerk**. After completing this form, you should **file** the original with the **clerk of the circuit court** in the county where the **petition** was filed and keep a copy for your records. You should then refer to the instructions for your petition, **answer**, or answer and **counterpetition** concerning the procedures for setting a hearing or **trial (final hearing)**.

Where can I look for more information?

Before proceeding, you should read General Information for Self-Represented Litigants found at the beginning of these forms. The words that are in **bold underline** in these instructions are defined there. For further information, see chapter 61, Florida Statutes, and the instructions for the petition and/or answer that were filed in this case.

Special notes...

With this form you must also file a **Child Support Guidelines Worksheet**, Florida Family Law Rules of Procedure Form 12.902(e), if not already filed.

This form does not act to transfer title to the property. Such transfer must be done by deed or supplemental final judgment.

Remember, a person who is NOT an attorney is called a nonlawyer. If a nonlawyer helps you fill out these forms, that person must give you a copy of a **Disclosure from Nonlawyer**, Florida Family Law Rules of Procedure Form 12.900 (a), before he or she helps you. A nonlawyer helping you fill out these forms also **must** put his or her name, address, and telephone number on the bottom of the last page of every form he or she helps you complete.

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

Case No.: _____

Division: _____

In re the Marriage of:

Husband,

and

Wife.

**MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE
WITH DEPENDENT OR MINOR CHILD(REN)**

We, {Husband's full legal name} _____, and
{Wife's full legal name}, _____, being sworn, certify that the following
statements are true:

1. We were married to each other on {date} _____.
2. Because of irreconcilable differences in our marriage (no chance of staying together), we have made this agreement to settle once and for all what we owe to each other and what we can expect to receive from each other. Each of us states that nothing has been held back, that we have honestly included everything we could think of in listing our assets (everything we own and that is owed to us) and our debts (everything we owe), and that we believe the other has been open and honest in writing this agreement.
3. We have both filed a Family Law Financial Affidavit, Florida Family Law Rules of Procedure Form 12.902(b) or (c). Because we have voluntarily made full and fair disclosure to each other of all our assets and debts, we waive any further disclosure under rule 12.285, Florida Family Law Rules of Procedure.
4. Each of us agrees to execute and exchange any papers that might be needed to complete this agreement, including deeds, title certificates, etc.

SECTION I. MARITAL ASSETS AND LIABILITIES

A. Division of Assets. We divide our assets (everything we own and that is owed to us) as follows: Any personal item(s) not listed below is (are) the property of the party currently in possession of the

item(s).

1. Wife shall receive as her own and Husband shall have no further rights or responsibilities regarding these assets:

ASSETS: DESCRIPTION OF ITEM(S) WIFE SHALL RECEIVE Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.	Current Fair Market Value
Cash (on hand)	\$
Cash (in banks/credit unions)	
Stocks/Bonds	
Notes (money owed to you in writing)	
Money owed to you (not evidenced by a note)	
Real estate: (Home)	
(Other)	
Business interests	
Automobiles	
Boats	
Other vehicles	
Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)	
Furniture & furnishings in home	
Furniture & furnishings elsewhere	
Collectibles	

ASSETS: DESCRIPTION OF ITEM(S) WIFE SHALL RECEIVE Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.	Current Fair Market Value
Jewelry	
Life insurance (cash surrender value)	
Sporting and entertainment (T.V., stereo, etc.) equipment	
Other assets	
Total Assets to Wife	\$ _____

2. Husband shall receive as his own and Wife shall have no further rights or responsibilities regarding these assets:

ASSETS: DESCRIPTION OF ITEM(S) HUSBAND SHALL RECEIVE Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's or both.	Current Fair Market Value
Cash (on hand)	\$ _____
Cash (in banks/credit unions)	
Stocks/Bonds	
Notes (money owed to you in writing)	
Money owed to you (not evidenced by a note)	

ASSETS: DESCRIPTION OF ITEM(S) HUSBAND SHALL RECEIVE Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's or both.	Current Fair Market Value
Real estate: (Home)	
(Other)	
Business interests	
Automobiles	
Boats	
Other vehicles	
Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)	
Furniture & furnishings in home	
Furniture & furnishings elsewhere	
Collectibles	
Jewelry	
Life insurance (cash surrender value)	
Sporting and entertainment (T.V., stereo, etc.) equipment	
Other assets	

ASSETS: DESCRIPTION OF ITEM(S) HUSBAND SHALL RECEIVE Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's or both.	Current Fair Market Value
Total Assets to Husband	\$ _____

B. Division of Liabilities/Debts. We divide our liabilities (everything we owe) as follows:

1. Wife shall pay as her own the following and will not at any time ask Husband to pay these debts/bills:

LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY WIFE Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note, or account described below is wife's, husband's, or both.	Monthly Payment	Current Amount Owed
Mortgages on real estate: (Home)	\$	\$
(Other)		
Charge/credit card accounts		
Auto loan		
Auto loan		
Bank/credit union loans		
Money you owe (not evidenced by a note)		
Judgments		
Other		
Total Debts to Be Paid by Wife	\$	\$

2. Husband shall pay as his own the following and will not at any time ask Wife to pay these debts/bills:

LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY HUSBAND Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note or account described below is wife's, husband's, or both.	Monthly Payment	Current Amount Owed
Mortgages on real estate: (Home)	\$	\$
(Other)		
Charge/credit card accounts		
Auto loan		
Auto loan		
Bank/credit union loans		
Money you owe (not evidenced by a note)		
Judgments		
Other		
Total Debts to Be Paid by Husband	\$	\$

C. Contingent Assets and Liabilities (listed in Section III of our Family Law Financial Affidavits) will be divided as follows:

D. Beneficiary Designation (Complete only if beneficiary designations continue after entry of Final Judgment of Dissolution of Marriage.)

____ The Husband and Wife agree that the designation providing for the payment or transfer at death of an interest in the assets set forth below to or for the benefit of the deceased party's former spouse **SHALL NOT BE VOID** as of the date of entry of the Final Judgment of Dissolution of Marriage.

The Final Judgment of Dissolution of Marriage shall provide that the designations set forth below remain in full force and effect:

____ 1. The ____ Husband ____ Wife shall acquire or maintain the following assets for the benefit of the other spouse or child(ren) to be paid upon his/her death outright or in trust. This provision only applies if other assets fulfilling such requirement for the benefit of the other spouse or child(ren) do not exist upon his/her death and unless precluded by statute. *{Describe the assets with specificity}*: _____

_____.

____ 2. The ____ Husband ____ Wife shall not unilaterally terminate or modify the ownership of the following assets, or their disposition upon his/her death. *{Describe the assets with specificity}*: _____

_____.

SECTION II. SPOUSAL SUPPORT (ALIMONY) (If you have not agreed on this matter, write n/a on the lines provided.)

1. ____ Each of us forever gives up any right to spousal support (alimony) that we may have.
OR

2. ____ () HUSBAND () WIFE (hereinafter "Obligor") agrees to pay spousal support (alimony) in the amount of \$ _____ every () week () other week () month, beginning *{date}* _____ and continuing until *{date or event}* _____

_____.

Explain type of alimony (such as, permanent, bridge-the-gap, durational, rehabilitative, and/or lump sum) and any other specifics: _____

3. ____ Other provisions relating to alimony, including any tax treatment and consequences:

4. ____ Husband ____ Wife will provide life insurance in the amount of \$ _____ to secure the above support.

SECTION III. PARENTING PLAN ESTABLISHING PARENTAL RESPONSIBILITY AND TIME-SHARING

1. The parties' minor child(ren) are:

Name	Birth date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. The parties shall have time-sharing and parental responsibility in accordance with the Parenting Plan attached as Exhibit ____.

SECTION IV. CHILD SUPPORT

1. ____ Wife ____ Husband (hereinafter "Obligor") will pay child support, under Florida's child support guidelines, section 61.30, Florida Statutes, to the other parent. The Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e), is completed and attached.

Child support established at the rate of \$ _____ per month for the _____ children *{total number of parties' 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 *{total 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 the minor or dependent child(ren): 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 the age of 19.

If the child support amount above deviates from the guidelines by 5% or more, explain the reason(s) here: _____

2. **Child Support Arrearage.** There currently is a child support arrearage of:
\$ _____ for retroactive child support and/or
\$ _____ for previously ordered unpaid child support.

The total of \$ _____ in child support arrearage shall be repaid at the rate of \$ _____ every () week () other week () month, beginning {date} _____, until paid in full including statutory interest.

3. **Health Insurance.** ____ Wife ____ Husband will maintain health insurance for the parties' minor child(ren). The party providing coverage will provide insurance cards to the other party showing coverage. **OR** ____ Health insurance is either not reasonable in cost or accessible to the child(ren) at this time. Any uninsured/ unreimbursed medical costs for the minor child(ren) shall be assessed as follows:
- a. ____ Shared equally by husband and wife.
 - b. ____ Prorated according to the child support guideline percentages.
 - c. ____ Other {explain}: _____

As to these uninsured/unreimbursed medical expenses, the party who incurs the expense shall submit a 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.

4. **Dental Insurance.** ____ Wife ____ Husband will maintain dental insurance for the parties' minor child(ren). The party providing coverage will provide insurance cards to the other party showing coverage. **OR** ____ dental insurance is either not reasonable in cost or accessible to the child(ren) at this time. Any uninsured/ unreimbursed dental costs for the minor child(ren) shall be assessed as follows:
- a. ____ Shared equally by husband and wife.
 - b. ____ Prorated according to the child support guideline percentages.
 - c. ____ Other *{explain}*: _____

As to these uninsured/unreimbursed dental expenses, the party who incurs the expense shall submit a 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.** ____ Wife ____ Husband will maintain life insurance for the benefit of the parties' minor child(ren) in the amount of \$ _____ until the youngest child turns 18, becomes emancipated, marries, joins the armed services, or dies.

6. **IRS Income Tax Exemptions(s).** The assignment of any tax exemptions for the child(ren) shall be as follows: *{explain}* _____

 The other parent will convey any applicable IRS form regarding the income tax exemption.

7. Other provisions relating to child support (e.g., uninsured medical/dental expenses, health or dental insurance, life insurance to secure child support, orthodontic payments, college fund, etc.):

SECTION V. OTHER

SECTION VI. We have not agreed on the following issues:

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: _____

Signature of Husband

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

Personally known

Produced identification

Type of identification produced _____

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

[fill in **all** blanks] This form was prepared for the: *{choose only one}* () Husband () Wife

This form was completed with the assistance of:

{name of individual} _____,

{name of business} _____,

{address} _____,

{city} _____, *{state}* _____, *{telephone number}* _____.

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: _____

Signature of Wife

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

_____ Personally known

_____ Produced identification

Type of identification produced _____

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

[fill in **all** blanks] This form was prepared for the: *{choose only one}* () Husband () Wife

This form was completed with the assistance of:

{name of individual} _____,

{name of business} _____,

{address} _____,

{city} _____ *{state}* _____, *{telephone number}*, _____.

**INSTRUCTIONS FOR FLORIDA SUPREME COURT APPROVED FAMILY LAW
FORM 12.902(f)(2)
MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE
WITH PROPERTY BUT NO DEPENDENT OR MINOR CHILD(REN) (05/14)**

When should this form be used?

This form should be used when a **Petition for Dissolution of Marriage with Property but no Dependent or Minor Child(ren)**, Florida Supreme Court Approved Family Law Form 12.901(b)(2), has been filed and the parties have reached an agreement on some or all of the issues at hand.

This form should be typed or printed in black ink. **Both** parties must sign the agreement and have their signatures witnessed by a notary public or deputy clerk. After completing this form, you should file the original with the clerk of the circuit court in the county where the petition was filed and keep a copy for your records.

You should then refer to the instructions for your petition, answer, or answer and counterpetition concerning the procedures for setting a hearing or trial (final hearing).

Where can I look for more information?

Before proceeding, you should read General Information for Self-Represented Litigants found at the beginning of these forms. The words that are in bold underline in these instructions are defined there. For further information, see chapter 61, Florida Statutes, and the instructions for the petition and/or answer that were filed in this case.

Special notes...

This form does not act to transfer title to the property. Such transfer must be done by deed or supplemental final judgment.

Remember, a person who is NOT an attorney is called a nonlawyer. If a nonlawyer helps you fill out these forms, that person must give you a copy of a **Disclosure from Nonlawyer**, Florida Family Law Rules of Procedure Form 12.900(a), before he or she helps you. A nonlawyer helping you fill out these forms also **must** put his or her name, address, and telephone number on the bottom of the last page of every form he or she helps you complete.

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

Case No.: _____
Division: _____

In re the Marriage of:

Husband,

and

Wife.

**MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE
WITH PROPERTY BUT NO DEPENDENT OR MINOR CHILD(REN)**

We, {Husband's full legal name} _____, and
{Wife's full legal name} _____, being sworn,
certify that the following statements are true:

1. We were married to each other on {date} _____.
2. Because of irreconcilable differences in our marriage (no chance of staying together), we have made this agreement to settle once and for all what we owe to each other and what we can expect to receive from each other. Each of us states that nothing has been held back, that we have honestly included everything we could think of in listing our assets (everything we own and that is owed to us) and our debts (everything we owe), and that we believe the other has been open and honest in writing this agreement.
3. We have both filed a Family Law Financial Affidavit, Florida Family Law Rules of Procedure Form 12.902(b) or (c). Because we have voluntarily made full and fair disclosure to each other of all our assets and debts, we waive any further disclosure under rule 12.285, Florida Family Law Rules of Procedure.

4. Each of us agrees to execute and exchange any papers that might be needed to complete this agreement, including deeds, title certificates, etc.

SECTION I. MARITAL ASSETS AND LIABILITIES

A. Division of Assets. We divide our assets (everything we own and that is owed to us) as follows: Any personal item(s) not listed below is (are) the property of the party currently in possession of the item(s).

1. Wife shall receive as her own and Husband shall have no further rights or responsibilities regarding these assets:

ASSETS: DESCRIPTION OF ITEM(S) WIFE SHALL RECEIVE Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.	Current Fair Market Value
Cash (on hand)	\$
Cash (in banks/credit unions)	
Stocks/Bonds	
Notes (money owed to you in writing)	
Money owed to you (not evidenced by a note)	
Real estate: (Home)	
(Other)	
Business interests	
Automobiles	
Boats	

Other vehicles	
Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)	
Furniture & furnishings in home	
Furniture & furnishings elsewhere	
Collectibles	
Jewelry	
Life insurance (cash surrender value)	
Sporting and entertainment (T.V., stereo, etc.) equipment	
Other assets	
Total Assets to Wife	\$ _____

- Husband shall receive as his own and Wife shall have no further rights or responsibilities regarding these assets:

ASSETS: DESCRIPTION OF ITEM(S) HUSBAND SHALL RECEIVE Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.	Current Fair Market Value
Cash (on hand)	\$
Cash (in banks/credit unions)	
Stocks/Bonds	
Notes (money owed to you in writing)	
Money owed to you (not evidenced by a note)	
Real estate: (Home)	
(Other)	
Business interests	
Automobiles	
Boats	
Other vehicles	
Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)	
Furniture & furnishings in home	
Furniture & furnishings elsewhere	
Collectibles	

Jewelry	
Life insurance (cash surrender value)	
Sporting and entertainment (T.V., stereo, etc.) equipment	
Other assets	
Total Assets to Husband	\$ _____

B. Division of Liabilities/Debts. We divide our liabilities (everything we owe) as follows:

1. Wife shall pay as her own the following and will not at any time ask Husband to pay these debts/bills:

LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY WIFE Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note, or account described below is wife's, husband's, or both.	Monthly Payment	Current Amount Owed
Mortgages on real estate: (Home)	\$ _____	\$ _____
(Other)		
Charge/credit card accounts		
Auto loan		
Auto loan		
Bank/credit union loans		

Money you owe (not evidenced by a note)		
Judgments		
Other		
Total Debts to Be Paid by Wife	\$	\$

2. Husband shall pay as his own the following and will not at any time ask Wife to pay these debts/bills:

LIABILITIES: DESCRIPTION OF DEBTS TO BE PAID BY HUSBAND Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note or account described below is wife's, husband's, or both.	Monthly Payment	Current Amount Owed
Mortgages on real estate: (Home)	\$	\$
(Other)		
Charge/credit card accounts		
Auto loan		
Auto loan		
Bank/credit union loans		
Money you owe (not evidenced by a note)		

Judgments		
Other		
Total Debts to Be Paid by Husband	\$	\$

C. Contingent Assets and Liabilities (listed in Section III of our Family Law Financial Affidavits) will be divided as follows:

D. Beneficiary Designation (Complete only if beneficiary designations continue after entry of Final Judgment of Dissolution of Marriage.)

____ The Husband and Wife agree that the designation providing for the payment or transfer at death of an interest in the assets set forth below to or for the benefit of the deceased party's former spouse **SHALL NOT BE VOID** as of the date of entry of the Final Judgment of Dissolution of Marriage.

The Final Judgment of Dissolution of Marriage shall provide that the designations set forth below remain in full force and effect:

____ 1. The ____ Husband ____ Wife shall acquire or maintain the following assets for the benefit of the other spouse or child(ren) to be paid upon his/her death outright or in trust. This provision only applies if other assets fulfilling such requirement for the benefit of the other spouse or child(ren) do not exist upon his/her death and unless precluded by statute. *{Describe the assets with specificity}*: _____

____ 2. The ____ Husband ____ Wife shall not unilaterally terminate or modify the ownership of the following assets, or their disposition upon his/her death. *{Describe the assets with specificity}*: _____

_____.

SECTION II. SPOUSAL SUPPORT (ALIMONY) (If you have not agreed on this matter, write n/a on the lines provided.)

1. _____ Each of us forever gives up any right to spousal support (alimony) that we may have.

OR

2. _____ () HUSBAND () WIFE (hereinafter "Obligor") agrees to pay spousal support (alimony) in the amount of \$_____ every () week () other week () month, beginning {date} _____ and continuing until {date or event} _____.

Explain type of alimony (permanent, bridge-the-gap, durational, rehabilitative, and/or lump sum) and any other specifics: _____

_____.

3. _____ Other provisions relating to alimony, including any tax treatment and consequences:

_____.

4. _____ Husband _____ Wife will provide life insurance in the amount of \$ _____ to secure the above support.

SECTION III. OTHER

_____.

SECTION IV. We have not agreed on the following issues:

_____.

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: _____

Signature of Husband

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

____ Personally known

____ Produced identification

Type of identification produced

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

[Please fill in **all** blanks] This form was prepared for the: *{choose only one}* () Husband () Wife

This form was completed with the assistance of:

{name of individual} _____,

{name of business} _____,

{address} _____,

{city} _____, *{state}* _____, *{telephone number}* _____.

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: _____
_____ Signature of Wife

Printed name: _____
Address: _____
City, State, Zip: _____
Telephone number: _____
Fax number _____
Email Address: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

_____ Personally known
_____ Produced identification
Type of identification produced _____

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

[fill in **all** blanks] This form was prepared for the: *{choose only one}* () Husband () Wife

This form was completed with the assistance of:

{name of individual} _____

{name of business} _____

{address} _____

{city} _____, *{state}* _____, *{telephone number}* _____.

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

Case No.: _____
Division: _____

In re the Marriage of:

Husband ,

and

Wife.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE WITH DEPENDENT OR MINOR CHILD(REN)

This cause came before this Court for a trial on a Petition for Dissolution of Marriage. The Court, having reviewed the file and heard the testimony, makes these findings of fact and reaches these conclusions of law:

1. The Court has jurisdiction over the subject matter and the parties.
2. At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
3. The marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.

SECTION I. MARITAL ASSETS AND LIABILITIES

A. **Date of Valuation of Property.** The assets and liabilities listed below are divided as indicated. The date of valuation of these assets and liabilities is, unless otherwise indicated:

- a. _____ date of filing petition for dissolution of marriage.
- b. _____ date of separation .
- c. _____ date of final hearing .
- d. _____ other: *{specify date}* _____

B. **Division of Assets.**

1. **The assets listed below are nonmarital assets.** Each party shall keep, as his or her own, the assets found to be nonmarital, and the other party shall have no further rights or responsibilities

regarding these assets.

ASSETS: DESCRIPTION OF ITEM(S) Please describe each item as clearly as possible. You do not need to list account numbers.	Current Fair Market Value	Wife's Non- marital Property	Husband's Non- Marital Property
	\$	\$	\$
Total Nonmarital Assets	\$	\$	\$

2. **The assets listed below are marital assets.** Each party shall keep, as his or her own, the assets awarded in this section, and the other party shall have no further rights or responsibilities regarding these assets. **Any personal item(s) not listed below are awarded to the party currently in possession or control of the item(s).**

ASSETS: DESCRIPTION OF ITEM(S) Please describe each item as clearly as possible. You do not need to list account numbers.	Current Fair Market Value	Wife Shall Receive	Husband Shall Receive
Cash (on hand or in banks/credit unions)	\$	\$	\$
Stocks/bonds			
Notes			
Business interests			
Real estate: (Home)			
Automobiles			
Boats			

ASSETS: DESCRIPTION OF ITEM(S) Please describe each item as clearly as possible. You do not need to list account numbers.	Current Fair Market Value	Wife Shall Receive	Husband Shall Receive
Furniture & furnishings			
Jewelry			
Life Insurance (cash surrender value)			
Retirement Plans (Profit sharing, Pension, IRA, 401(k)(s) etc)			
Other assets			
Total Marital Assets	\$	\$	\$

C. Division of Liabilities/Debts.

1. **The liabilities listed below are nonmarital liabilities** and, therefore, are owed as indicated. Each party shall owe, as his or her own, the liabilities found to be nonmarital, and the other party shall have no responsibilities regarding these debts.

LIABILITIES: DESCRIPTION OF DEBTS Please describe each item as clearly as possible. You do not need to list account numbers.	Current Amount Owed	Wife's Non- Marital Liability	Husband's Non- Marital Liability

LIABILITIES: DESCRIPTION OF DEBTS Please describe each item as clearly as possible. You do not need to list account numbers.	Current Amount Owed	Wife's Non- Marital Liability	Husband's Non- Marital Liability
	\$	\$	\$
Total Nonmarital Liabilities	\$	\$	\$

2. **The liabilities listed below are marital liabilities** and are divided as indicated. Each party shall hold the other party harmless and pay, as his or her own, the marital liabilities awarded below.

LIABILITIES: DESCRIPTION OF DEBTS Please describe each item as clearly as possible. You do not need to list account numbers.	Current Amount Owed	Wife Shall Pay	Husband Shall Pay
Mortgages on real estate: (Home)	\$	\$	\$
(Other)			
Charge/Credit card accounts			
Auto loan			
Auto loan			
Bank/Credit Union loans			
Other			

LIABILITIES: DESCRIPTION OF DEBTS Please describe each item as clearly as possible. You do not need to list account numbers.	Current Amount Owed	Wife Shall Pay	Husband Shall Pay
Total Marital Liabilities	\$	\$	\$

D. Contingent assets and liabilities will be divided as follows: _____

E. The distribution of assets and liabilities in this final judgment is equitable; if each party does not receive approximately one-half, the distribution is based on the following facts and reasoning:

F. Beneficiary Designation (By completing this section, the beneficiary designations continue after entry of Final Judgment of Dissolution of Marriage.)

The designation providing for the payment or transfer at death of an interest in the assets described below to or for the benefit of the deceased party's former spouse is **NOT VOID** as of the date of entry of the Final Judgment of Dissolution of Marriage.

The Final Judgment of Dissolution of Marriage shall provide that the designations set forth below remain in full force and effect:

____ 1. The ____ Husband ____ Wife shall acquire or maintain the following assets for the benefit of the other spouse or child(ren), to be paid upon his/her death outright or in trust. This provision only applies if other assets fulfilling such requirement for the benefit of the other spouse or child(ren) do not exist upon his/her death and unless precluded by statute. *{Describe the assets with specificity}*: _____

____ 2. The ____ Husband ____ Wife shall not unilaterally terminate or modify the ownership of the following assets, or their disposition upon his/her death. *{Describe the assets with specificity}*: _____

SECTION II. EXCLUSIVE USE AND POSSESSION OF HOME

[Indicate **all** that apply]

1. ____ The ____ Husband ____ Wife, as a condition of support, shall have exclusive use and possession of the dwelling located at the following address: _____
until: {date or event} _____

2. ____ The ____ Husband ____ Wife may make visits to the premises described in the paragraph above for the purpose of obtaining any items awarded in this Final Judgment. These visits shall occur after notice to the person granted exclusive use and possession of the dwelling and at the earliest convenience of both parties or as ordered in paragraph 4 below.

3. ____ Upon the termination of the right of exclusive use and possession, the dwelling shall be sold and the net proceeds divided ____% to Husband and ____% to Wife, with the following credits and/or setoffs being allowed:

4. ____ Other: _____

SECTION III. PARENTING PLAN ESTABLISHING PARENTAL RESPONSIBILITY AND TIME-SHARING WITH DEPENDENT OR MINOR CHILD(REN)

1. **Jurisdiction.** The Court has jurisdiction to determine parental responsibility, to establish or adopt a Parenting Plan, and a time-sharing schedule with regard to the minor child(ren) listed in paragraph 2 below.

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

Name	Birth date
-------------	-------------------

3. **Parenting Plan.** The parties shall comply with the Parenting Plan which is attached and incorporated herein as Exhibit _____.

SECTION IV. ALIMONY

1. _____ The Court denies the request(s) for alimony;

OR

2. _____ The Court finds that the _____ Husband _____ Wife, (hereinafter Obligee), has an actual need for, and that the _____ Husband _____ Wife (hereinafter Obligor), has the present ability to pay, alimony as follows:

*[Indicate **all** that apply]*

a. _____ **Permanent Periodic.**

1. The Court finds that no other form of alimony is fair and reasonable under the circumstances of the parties.

2. As a marriage of: *(Choose only one)*

_____ **Long Duration** (17 years or greater) alimony is appropriate upon consideration of all relevant factors;

_____ **Moderate Duration** (greater than 7 years but less than 17) alimony is appropriate based upon clear and convincing evidence after consideration of all relevant factors; or

_____ **Short Duration** (less than 7 years) alimony is appropriate based upon the following exceptional circumstances: _____

3. Obligor shall pay permanent 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 or () other *{explain}*

_____ beginning *{date}* _____. This alimony shall continue until: modified by

court order; the death of either party; or remarriage of Obligee, whichever occurs first. The alimony may be modified or terminated based upon either a substantial change in circumstances, or the existence of a supportive relationship in accordance with section 61.14, Florida Statutes.

b. **Bridge-the-Gap.** Obligor shall pay bridge-the-gap 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 or () other *{explain}*_____ beginning *{date}*_____ and continuing until *{date}*_____ *{a period not to exceed two (2) years}*; death of either party; or remarriage of the Obligee, whichever occurs first.

c. **Rehabilitative.** Obligor shall pay 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 or () other *{explain}*_____ beginning *{date}*_____. This rehabilitative alimony shall continue until: modified by court order; the death of either party; or until *{date/event}*_____, whichever occurs first. The rehabilitative plan presented demonstrated the following: _____

_____.

d. **Durational.** Obligor shall pay durational 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 or () other *{explain}*_____ beginning *{date}*_____ and terminating on: *{date}*_____, the death of either party; remarriage of the Obligee; or until modified by court order in accordance with section 61.08(7), Florida Statutes; whichever occurs first.

e. **Lump Sum.** Obligor shall pay lump sum alimony to Obligee in the amount of \$_____, which shall be paid as follows:_____.

f. **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 Alimony.** The Court has considered all of the following in awarding/denying alimony:
- a. The standard of living established during the marriage;
 - b. The duration of the marriage;
 - c. The age and the physical and emotional condition of each party;
 - d. The financial resources of each party, including the nonmarital and marital assets and liabilities distributed to each;

- e. The earning capacities, educational levels, vocational skills, and employability of the parties and, when applicable, the time necessary for either party to acquire sufficient education or training to enable such party to find appropriate employment;
- f. The contribution of each party to the marriage, including, but not limited to, services rendered in homemaking, child care, education, and career building of the other party;
- g. The responsibilities each party will have with regard to any minor or dependent children they have in common;
- h. The tax treatment and consequences to both parties of any alimony award, including the designation of all or a portion of the payment as a nontaxable, nondeductible payment;
- i. All sources of income available to either party, including income available to either party through investments of any asset held by that party and
- j. Any other factor necessary to do equity and justice between the parties: *{explain}*

_____ Please indicate here if additional pages are attached.

4. Arrearage/Retroactive Alimony.

- a. _____ There is no alimony arrearage at the time of this Final Judgment.

OR

b. _____ The _____ Husband _____ Wife shall pay to the other spouse the alimony arrearage of: \$ _____ for retroactive alimony, as of *{date}* _____; \$ _____ for previously ordered unpaid alimony, as of *{date}* _____. The total of \$ _____ in alimony arrearage shall be repaid 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. _____ **Life Insurance (to secure payment of support).** To secure the alimony obligations set forth in this judgment, Obligor shall maintain life insurance on his/her life naming Oblige as the sole irrevocable beneficiary, so long as reasonably available. This insurance shall be in the amount of at least \$ _____ and shall remain in effect until the obligation for alimony terminates.

- 6. _____ **Other provisions relating to alimony, including any tax treatment and consequences:**
 - a. The award of alimony () does not () does leave the Obligor with significantly less net income than the net income of the recipient/Obligee. If the award **does** leave the Obligor with significantly less net income than that of the Oblige, the Court finds the following

exceptional circumstances: _____

_____.

b. Other _____

_____.

SECTION V. CHILD SUPPORT

1. _____ The Court finds that there is a need for child support and that the _____ Wife _____ Husband (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 _____ Wife _____ Husband are correct;

OR

_____ The Court makes the following findings:

The Wife's net monthly income is \$ _____, (Child Support Guidelines _____%).

The Husband's net monthly income is \$ _____ (Child Support Guidelines _____%).

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 parties' 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}* 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 *{total 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 the 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 the age of 19.

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

_____.

3. Arrearage/Retroactive Child Support.

a. ____ There is no child support arrearage at the time of this Final Judgment.

OR

b. ____ The ____ Wife ____ Husband shall pay to the other spouse the child support arrearage of: \$_____ for retroactive child support, as of {date} _____; \$_____ for previously ordered unpaid child support, as of {date} _____. The total of \$_____ in child support arrearage shall be repaid in the amount of \$_____ per month, payable () in accordance with Obligor's employer's payroll cycle, and in any event at least a month or () other {explain} _____. beginning {date} _____, until paid in full including statutory interest.

4. Insurance.

a. ____ **Health/Dental Insurance.** ____ Wife ____ Husband shall be required to maintain ____ health and/or ____ 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 insurance cards demonstrating said coverage to the other party;

OR

____ health and/or ____ dental insurance is not reasonable in cost or accessible to the child(ren) at this time.

b. ____ Reasonable and necessary **uninsured medical/dental/prescription drug costs** for

the minor child(ren) shall be assessed as follows:

- _____ Shared equally by husband and wife.
- _____ 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 child support obligations in this judgment, _____ Husband _____ Wife _____ Each party shall maintain life insurance, in an amount of at least \$_____, on _____ his life _____ her life, naming _____ minor child(ren) as the beneficiary(ies) **OR** naming the _____ Wife _____ Husband or _____ other *{name}* _____ as Trustee for the minor child(ren), so long as reasonably available. The obligation to maintain the life insurance shall continue until the youngest child turns 18, becomes emancipated, marries, joins the armed services, dies, or becomes self-supporting.
- 6. _____ **IRS Income Tax Exemption(s).** The assignment of any tax exemption(s) for the child(ren) shall be as follows: _____

Each party shall execute any and all IRS forms necessary to effectuate the provisions of this paragraph.

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

SECTION VI. METHOD OF PAYMENT

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

- 1. **Place of Payment.**
 - a. _____ Obligor shall pay 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 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 payment through either the State Disbursement Unit or the central depository.

2. **Income Deduction.**

- 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 support obligation until all of said support is deducted from Obligor's income. Until 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.
- 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 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 Obligee pursuant to the payment method prescribed above.

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

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

1. () Husband's () Wife's request(s) for 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 attorney's fees, costs, and suit money. ____ Husband ____ Wife is hereby ordered to pay to the other spouse \$_____ in attorney's fees, and \$ _____ in costs. The Court further finds that the attorney's fees awarded are based on the reasonable rate of \$ _____ per hour and _____ reasonable hours. Other provisions relating to attorney's fees, costs, and suit money are as follows:

_____.

SECTION VIII. OTHER PROVISIONS

1. **Former Name.** The wife's former name of *{full legal name}* _____ is restored.

2. **Other Provisions.** _____

_____.

3. The Court reserves jurisdiction to modify and enforce this Final Judgment

DONE AND ORDERED at _____, Florida, on _____.

CIRCUIT JUDGE

A copy of this **Final Order** was *{Choose one only}* () mailed () faxed and mailed () hand delivered to the parties listed below on *{date}* _____ by *{clerk of court or designee}* _____.

- ____ Husband (or his attorney)
- ____ Wife (or her attorney)
- ____ Central Depository
- ____ State Disbursement Unit
- ____ Other _____

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

Case No.: _____
Division: _____

In re the Marriage of:

Husband,

and

Wife.

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE WITH
PROPERTY BUT NO DEPENDENT OR MINOR CHILD(REN)**

This cause came before this Court for a trial on a Petition for Dissolution of Marriage. The Court, having reviewed the file and heard the testimony, makes these findings of fact and reaches these conclusions of law:

1. The Court has jurisdiction over the subject matter and the parties.
2. At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
3. The parties have no minor children in common, and the wife is not pregnant.
4. The marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved and the parties are restored to the status of being single.

SECTION I. MARITAL ASSETS AND LIABILITIES

A. Date of Valuation of Property. The assets and liabilities listed below are divided as indicated. The date of valuation of these assets and liabilities is, unless otherwise indicated:

1. ____ date of filing petition for dissolution of marriage _____.
2. ____ date of separation _____.
3. ____ date of final hearing _____.
4. ____ other: *{specify date}* _____.

B. Division of Assets.

1. **The assets listed below are nonmarital assets.** Each party shall keep, as his or her own, the assets found to be nonmarital, and the other party shall have no further rights or responsibilities regarding these assets.

ASSETS: DESCRIPTION OF ITEM(S) Please describe each item as clearly as possible. You do not need to list account numbers.	Current Fair Market Value	Wife's Non marital Property	Husband's Non marital Property
	\$	\$	\$
Total Nonmarital Assets	\$	\$	\$

2. **The assets listed below are marital assets.** Each party shall keep, as his or her own, the assets awarded in this section, and the other party shall have no further rights or responsibilities regarding these assets. **Any personal item(s) not listed below are awarded to the party currently in possession or control of the item(s).**

ASSETS: DESCRIPTION OF ITEM(S) Please describe each item as clearly as possible. You do not need to list account numbers.	Current Fair Market Value	Wife Shall Receive	Husband Shall Receive
Cash (on hand or in banks/credit unions)	\$	\$	\$
Stocks/bonds			
Notes			
Business interests			
Real estate: (Home)			
Automobiles			

Boats			
Furniture & furnishings			
Jewelry			
Life insurance (cash surrender value)			
Retirement Plans (Profit sharing, Pension, IRA, 401(k)s, etc.)			
Other assets			
Total Marital Assets	\$	\$	\$

C. Division of Liabilities/Debts.

1. **The liabilities listed below are nonmarital liabilities** and, therefore, are owed as indicated. Each party shall owe, as his or her own, the liabilities found to be nonmarital, and the other party shall have no responsibilities regarding these debts.

LIABILITIES: DESCRIPTION OF DEBT(S) Please describe each item as clearly as possible. You do not need to list account numbers.	Current Amount Owed	Wife's Non- marital Liability	Husband's Non- marital Liability
	\$	\$	\$
Total Nonmarital Liabilities	\$	\$	\$

2. **The liabilities listed below are marital liabilities** and are divided as indicated. Each party shall hold the other party harmless and pay, as his or her own, the marital liabilities awarded below.

LIABILITIES: DESCRIPTION OF DEBT(S) Please describe each item as clearly as possible. You do not need to list account numbers.	Current Amount Owed	Wife Shall Pay	Husband Shall Pay
Mortgages on real estate: (Home)	\$	\$	\$
(Other)			
Charge/credit card accounts			
Auto loan			
Auto loan			
Bank/Credit Union loans			
Other			

Total Marital Liabilities	\$	\$	\$

D. Contingent assets and liabilities will be divided as follows: _____

E. The distribution of assets and liabilities in this final judgment is equitable; if each party does not receive approximately one-half, the distribution is based on the following facts and reasoning:

F. Beneficiary Designation (By completing this section, the beneficiary designations continue after Entry of Final Judgment of Dissolution of Marriage.)

The designation providing for the payment or transfer at death of an interest in the assets described below to or for the benefit of the deceased party's former spouse is **NOT VOID** as of the date of entry of the Final Judgment of Dissolution of Marriage.

The Final Judgment of Dissolution of Marriage shall provide that the designations set forth below remain in full force and effect.

_____ 1. The _____ Husband _____ Wife shall acquire or maintain the following assets for the benefit of the other spouse or child(ren) to be paid upon his/her death outright or in trust. This provision only applies if other assets fulfilling such requirement for the benefit of the other spouse or child(ren) do not exist upon his/her death and unless precluded by statute. *{Describe the assets with specificity}* _____

_____ 2. The _____ Husband _____ Wife shall not unilaterally terminate or modify the ownership of the

following assets, or their disposition upon his/her death. *{Describe the assets with specificity}*

SECTION II. EXCLUSIVE USE AND POSSESSION OF HOME

[Indicate all that apply]

1. ____ The ____ Husband ____ Wife, as a condition of support, shall have exclusive use and possession of the dwelling located at the following address: _____ until *{date or event}*

2. ____ The ____ Husband ____ Wife may make visits to the premises described in the paragraph above for the purpose of obtaining any items awarded in this Final Judgment. These visits shall occur after notice to the person granted exclusive use and possession of the dwelling and at the earliest convenience of both parties or as ordered in paragraph 4 below.

3. ____ Upon the termination of the right of exclusive use and possession, the dwelling shall be sold and the net proceeds divided ____% to Husband and ____% to Wife, with the following credits and/or setoffs being allowed: _____

4. ____ Other _____

SECTION III. ALIMONY

1. ____ The Court denies the request(s) for alimony
OR

2. ____ The Court finds that there is an actual need for, and that ____ Husband ____ Wife (hereinafter Obligor) has/had the present ability to pay, alimony as follows:

[Indicate all that apply]

a. ____ **Permanent Periodic.**

1. The Court finds that no other form of alimony is fair and reasonable under the circumstances of the parties.

2. As a marriage of: *(Choose only one)*

_____ **Long Duration** (17 years or greater) alimony is appropriate upon consideration of all relevant factors;

_____ **Moderate Duration** (greater than 7 years but less than 17) alimony is appropriate based upon clear and convincing evidence after consideration of all relevant factors; or

_____ **Short Duration** (less than 7 years) alimony is appropriate based upon the following exceptional circumstances: _____

_____.

3. Obligor shall pay permanent 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 or () other *{explain}*:

_____, beginning *{date}* _____. This alimony shall continue until modified by court order, the death of either party, or remarriage of Obligee, whichever occurs first. The alimony may be modified or terminated based upon either a substantial change in circumstances or the existence of a supportive relationship in accordance with section 61.14, Florida Statutes.

b. _____ Bridge-the-Gap. Obligor shall pay bridge-the-gap 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 or () other *{explain}* _____ beginning *{date}* _____ and continuing until *{date}* _____ *{a period not to exceed two years}*, the death of either party, or remarriage of the Obligee, whichever occurs first.

c. _____ Rehabilitative. Obligor shall pay rehabilitative alimony to Obligee in the amount of \$_____ per month in any event, at least once a month or () other *{explain}* _____ beginning *{date}* _____. This rehabilitative alimony shall continue until modified by court order, the death of either party, or until *{date/event}* _____, whichever occurs first. The rehabilitative plan presented demonstrated the following:

d. **Durational.** Obligor shall pay durational 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 or () *explain* _____ beginning *date* _____ and terminating on *date* _____, the death of either party, remarriage of Obligee, or until modified by court order in accordance with section 61.08(7), Florida Statutes, whichever occurs first.

e. **Lump Sum.** Obligor shall pay lump sum alimony to Obligee in the amount of \$_____, which shall be paid as follows: _____
 _____.

f. **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 Alimony.** The Court has considered all of the following in awarding/denying alimony:

- a. The standard of living established during the marriage;
- b. The duration of the marriage;
- c. The age and the physical and emotional condition of each party;
- d. The financial resources of each party, including, the nonmarital and the marital assets and liabilities distributed to each;
- e. The earning capacities, educational levels, vocational skills, and employability of the parties and, when applicable, the time necessary for either party to acquire sufficient education or training to enable such party to find appropriate employment;
- f. The contribution of each party to the marriage, including, but not limited to, services rendered in homemaking, child care, education, and career building of the other party;
- g. The tax treatment and consequences to both parties of any alimony award, including the designation of all or a portion of the payment as a nontaxable, nondeductible payment;
- h. All sources of income available to either party, including income available to either party through investments of any asset held by the party; and
- i. Any other factor necessary to do equity and justice between the parties: *explain* _____

_____ Please indicate here if additional pages are attached.

4. **Arrearage/Retroactive Alimony.**

a. ____ There is no alimony arrearage at the time of this Final Judgment.

OR

b. ____ The ____ Husband ____ Wife shall pay to the other party the alimony arrearage of: \$____ for retroactive alimony, as of {date} _____.

\$____ for previously ordered unpaid alimony, as of {date} _____.

The total of \$____ in alimony arrearage shall be repaid 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.

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

6. ____ **Other provisions relating to alimony, including any tax treatment and consequences:**

a. The award of alimony () does not () does leave the Obligor with significantly less net income than the net income of the recipient/Obligee. If yes, the court finds the following exceptional circumstances: _____

b. Other: _____

_____.

SECTION IV. METHOD OF PAYMENT

Obligor shall pay court-ordered alimony and arrears, if any, as follows:

1. **Place of Payment.**

a. ____ Obligor shall pay 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 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.**

- 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 support obligation until all of said support is deducted from Obligor's income. Until 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.
- 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:

There are no minor or dependent child(ren) common to the parties,

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 Obligee pursuant to the payment method prescribed above.

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

SECTION V. ATTORNEY'S FEES, COSTS, AND SUIT MONEY

- 1. _____ () Husband's () Wife's request(s) for 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 attorney's fees, costs, and suit money. () Husband () Wife is hereby ordered to pay to the other spouse \$_____ in attorney's fees, and \$_____ in costs. The Court further finds that the attorney's fees awarded are based on the reasonable rate of \$_____ per hour and _____ reasonable hours. Other provisions relating to attorney's fees, costs, _____ and _____ suit _____ money _____ are _____ as follows:_____.

SECTION VI. OTHER PROVISIONS

1. **Former Name.** The wife's former name of *{full legal name}* _____ is restored.

2. **Other Provisions.**

_____.

3. The Court reserves jurisdiction to modify and enforce this Final Judgment

DONE AND ORDERED on _____ in _____, Florida.

CIRCUIT JUDGE

A copy of this **Final Order** was *[Choose one only]* () mailed () faxed and mailed () hand- delivered to the parties listed below on *{date}* _____ by *{clerk of court or designee}*_____.

- ____ Husband (or his attorney)
- ____ Wife (or her attorney)
- ____ Central depository
- ____ State Disbursement Unit

____ Other: _____