

Supreme Court of Florida

No. SC19-1897

**IN RE: AMENDMENTS TO THE FLORIDA SUPREME COURT
APPROVED FAMILY LAW FORMS—FORMS 12.948(a)-(e)**

July 9, 2020

PER CURIAM.

This matter is before the Court for consideration of further amendments to the Florida Supreme Court Approved Family Law Forms.¹ Previously in this case, the Court adopted new Florida Supreme Court Approved Family Law Forms 12.948(a)-(e), to implement the Uniform Deployed Parents Custody and Visitation Act, part IV of chapter 61, Florida Statutes (2018). *In re Amendments to Fla. Supreme Court Approved Family Law Forms—Forms 12.948(a)-(e)*, 44 Fla. L. Weekly S273 (Fla. Dec. 5, 2019). After adoption of the new forms, interested parties were permitted to file comments with the Court. Two comments were received: one from the Orange County Clerk of Courts; the other from the Family

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

Law Section of The Florida Bar.

Upon consideration of the comments, and having received input from the Advisory Workgroup on the Florida Supreme Court Approved Family Law Forms, we adopt many of the suggestions therein, amending forms 12.948(a)-(e) to clarify and correct the forms as necessary and to revise the notary certificates to reflect new procedures for online notarization in accordance with section 117.05(13), Florida Statutes (2019). However, with regard to several comments received, including that the instructions to the forms be amended to add the Space Force to the list of “uniformed services” and to expand the definition of deployment, we conclude that such comments address provisions in the forms that track the statutory language, and thus, we are unable to change those provisions without changes to the statutes.

The amended forms are adopted as set forth in the appendix to this opinion, fully engrossed and ready for use. The forms shall become effective immediately upon release of this opinion. The forms may be accessed and downloaded from the Florida State Courts’ website at <http://www.flcourts.org/resources-and-services/court-improvement/family-courts/family-law-forms.stml>. By adoption of the amended forms, we express no opinion as to their correctness or applicability.

It is so ordered.

CANADY, C.J., and POLSTON, LABARGA, LAWSON, MUÑIZ, and COURIEL, 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

Douglas A. Greenbaum, Chair, Fort Lauderdale, Florida, Amy Hamlin, Past Chair, Family Law Section of The Florida Bar, Altamonte Springs, Florida, K. Beth Luna, Co-Chair, Jacksonville, Florida, Kristin Kirkner, Co-Chair, Tampa, Florida, and Anthony M. Genova, Past Co-Chair, Rules and Forms Committee, Family Law Section of The Florida Bar, Miami, Florida; and Sonite Metayer, Orlando, Florida,

Responding with comments

APPENDIX

INSTRUCTIONS FOR FLORIDA SUPREME COURT APPROVED FAMILY LAW FORM 12.948(a) AGREEMENT GRANTING TEMPORARY CUSTODIAL RESPONSIBILITY DURING DEPLOYMENT (07/20)

When should this form be used?

This form should be used when one parent who is a **servicemember** is being **deployed** and the parties wish to temporarily establish or change the custodial responsibility, parenting plan, or time-sharing schedule.

A servicemember is a member of the **uniformed services** and includes:

- Active and reserve components of the Army, Navy, Air Force, Marine Corps, or the Coast Guard of the United States;
- The United States Merchant Marine;
- The commissioned corps of the United States Public Health Service;
- The commissioned corps of the National Oceanic and Atmospheric Administration;
- The National Guard of a state or territory of the United States, Puerto Rico, or the District of Columbia.

Deployment means the movement or mobilization of a servicemember for less than 18 months pursuant to uniformed service orders that:

- Are designated as unaccompanied;
- Do not authorize dependent travel; or
- Otherwise do not permit the movement of family members to the location to which the service member is deployed.

Custodial responsibility includes all the powers and duties relating to caretaking authority and decisionmaking authority for a child. It includes physical custody, legal custody, parental responsibility, parenting time, right to access, time-sharing, visitation, and authority to grant limited contact with a child.

Caretaking authority means the right to live with and care for a child on a day-to-day basis. The term includes physical custody, parenting time, right to access, time-sharing, and visitation.

Decisionmaking authority means the power to make important decisions regarding a child's education, religious training, health care, extracurricular activities, and travel. The term does not include the power to make decisions that necessarily accompany a grant of caretaking authority.

Limited contact means the authority of a Nonparent to visit a child for a limited time. The term includes authority to take the child to a place other than the child's residence.

This agreement is temporary and automatically terminates 30 days after the Deploying Parent gives notice of his/her return from deployment to the Other Parent, unless the parties agree otherwise in writing or in a record, or the agreement has been terminated by court order.

A Nonparent who is an adult family member of the child or a non-family member with whom the child has a **close and substantial relationship** may be granted temporary caretaking authority, decisionmaking authority, and/or limited contact. A close and substantial relationship means a positive relationship of substantial duration and depth in which a significant emotional bond exists between a child and a Nonparent.

The Agreement Granting Temporary Custodial Responsibility During Deployment must:

- To the extent permissible, identify the destination, duration, and conditions of the deployment that is the basis for the agreement;
- Specify the allocation of caretaking authority among the Deploying Parent, the Other Parent, and any agreed-upon Nonparent;
- Specify any decisionmaking authority that accompanies a grant of caretaking authority;
- Specify any grant of limited contact to an agreed-upon Nonparent;
- Provide a process to resolve any dispute that may arise if custodial responsibility is shared by the Other Parent and an agreed-upon Nonparent, or by other agreed-upon Nonparents.
- Specify the frequency, duration, and means, including electronic means, by which the Deploying Parent will have contact with the children, any role to be played by the Other Parent or agreed-upon Nonparent in facilitating the contact, and the allocation of costs of contact;
- Specify contact between the Deploying Parent and children during the time the Deploying Parent is on leave or is otherwise available;
- Acknowledge that the agreement does not modify any existing child support obligation and that changing the terms of the obligation during deployment requires modification in the appropriate court;
- Provide that the agreement will terminate 30 days after the Deploying Parent gives notice of his/her return from deployment to the Other Parent, or as otherwise agreed upon in writing or in a record by the Deploying Parent and the Other Parent; and
- Specify which parent is required to file the agreement with the court.

Omission of any of the above does not invalidate the agreement.

This standard form does not include every possible issue that may be relevant to the facts of your case. The Agreement should be as detailed as possible to address the needs of the children. In developing the Agreement, you may wish to consult or review other materials which are available at your local library, law library or through national and state family organizations.

What should I do next?

This form should be typed or printed in black ink. **You must fill in all sections of the form.** After completing the form, you should sign the form before a notary public or deputy clerk. **A military member may sign before an officer authorized to administer oaths.**

For your case to proceed, you must properly notify the court by filing the original of the Agreement and a **Motion for Temporary Order Granting Custodial Responsibility During Deployment**, Florida Supreme Court Approved Family Law Form, 12.948(b), with the clerk of the circuit court. You should file the original with the clerk of the circuit court and keep a copy for your records. The Motion must be filed in a pending proceeding for custodial responsibility or an existing case if you have one. The caption and case number must be on the agreement. If there is not a pending proceeding, the motion must be filed in a new action. The court must have jurisdiction under the Uniform Child Custody Jurisdiction and Enforcement Act. Each party to the agreement and any nonparent exercising caretaking authority must sign the agreement with their complete street address, (Post Office Box is not acceptable except for deployed members), telephone number, and e-mail address if available. Use of an e-mail address is encouraged.

If you have filed all of the required papers, you may contact the clerk of court, family law intake staff or the judicial assistant to set a hearing. You must notify the other party(ies) of the hearing by using a **Notice of Hearing (General)**, Florida Supreme Court Approved Family Law Form 12.923, or other appropriate notice of hearing form. If the Motion for Temporary Order Granting Custodial Responsibility During Deployment is filed before the deploying parent deploys, you may request an expedited hearing. The court will then enter an order after the hearing.

IMPORTANT INFORMATION REGARDING E-FILING

The Florida Rules of Judicial Administration now require that all petitions, pleadings, and documents be filed electronically except in certain circumstances. **Self-represented litigants may file petitions or other pleadings or documents electronically; however, they are not required to do so.** If you choose to file your pleadings or other documents electronically, you must do so in accordance with Florida Rule of Judicial Administration 2.525, and you must follow the procedures of the judicial circuit in which you file. **The rules and procedures should be carefully read and followed.**

IMPORTANT INFORMATION REGARDING E-SERVICE ELECTION

After the initial service of process of the petition or supplemental petition by the Sheriff or certified process server, the Florida Rules of Judicial Administration now require that all documents required or permitted to be served on the other party must be served by electronic

Instructions for Florida Supreme Court Approved Family Law Form 12.948(a), Agreement for Temporary Custodial Responsibility During Deployment (07/20)

mail (e-mail) except in certain circumstances. **You must strictly comply with the format requirements set forth in the Rules of Judicial Administration.** If you elect to participate in electronic service, which means serving or receiving pleadings by electronic mail (e-mail), or through the Florida Courts E-Filing Portal, you **must** review Florida Rule of Judicial Administration 2.516. You may find this rule at www.flcourts.org through the link to the Rules of Judicial Administration provided under either Family Law Forms: Getting Started, or Rules of Court in the A-Z Topical Index.

SELF-REPRESENTED LITIGANTS MAY SERVE DOCUMENTS BY E-MAIL; HOWEVER, THEY ARE NOT REQUIRED TO DO SO. If a self-represented litigant elects to serve and receive documents by e-mail, the procedures must always be followed once the initial election is made.

To serve and receive documents by e-mail, you must designate your e-mail addresses by using the **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915, and you must provide your e-mail address on each form on which your signature appears. Please **CAREFULLY** read the rules and instructions for: **Certificate of Service (General)**, Florida Supreme Court Approved Family Law Form 12.914; **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915; and Florida Rule of Judicial Administration 2.516.

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 61.703-61.773, Florida Statutes.

Special Notes

Nonlawyer. 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 **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: _____

_____,
Petitioner,

And

_____,
Respondent.

AGREEMENT FOR TEMPORARY CUSTODIAL RESPONSIBILITY DURING DEPLOYMENT

We, {full legal names} _____, Petitioner,
_____, Respondent, and
(if applicable) _____, Nonparent(s)
being sworn, certify that the following information is true:

The dependent or minor children referred to in this Agreement are:

Name(s)	Birth Date(s)
_____	_____
_____	_____
_____	_____
_____	_____

SECTION I: JURISDICTION

1. The Court has jurisdiction under the Uniform Child Custody Jurisdiction and Enforcement Act.

2. This Agreement is not prohibited by the Servicemembers Civil Relief Act, Title 50, U.S.C. ss. 3901-4043.

3. A final judgment establishing custodial responsibility or a Parenting Plan with a time-sharing schedule ____ has ____ has **not** been previously entered by the court.

SECTION II: DEPLOYMENT

1. _____ is being deployed for a period of less than 18 months pursuant to uniformed service orders.

2. To the extent that it is permissible to provide this information, the destination of the deployment is:

_____.

3. To the extent that it is permissible to provide this information, the anticipated duration of the deployment is:

_____.

4. To the extent that it is permissible to provide this information, the conditions of the deployment which are the basis for this Agreement are:

_____.

SECTION III: CARETAKING AND DECISIONMAKING AUTHORITY

Caretaking authority means the right to live with and care for the children on a day-to-day basis. The term includes physical custody, parenting time, right to access, time-sharing and visitation.

Decisionmaking authority means the power to make important decisions regarding the children, including decisions regarding the children’s education, religious training health care, extracurricular activities, and travel. The term does not include the power to make decisions that necessarily accompany a grant of caretaking authority.

The allocations of caretaking and decisionmaking authority are as follows:

1. **Deploying Parent:**

Caretaking authority: _____

_____.

Decisionmaking authority: _____

_____.

2. Other Parent:

Caretaking authority: _____

_____.

Decisionmaking authority: _____

_____.

3. Agreed Nonparent:

Caretaking authority: _____

_____.

Decisionmaking authority: _____

_____.

4. This Agreement does not in any way create an independent, continuing right to caretaking authority, decisionmaking authority, or limited contact for an individual granted custodial responsibility.

SECTION IV: DEPLOYING PARENT CONTACT WITH CHILD

1. Specify the contact between the Deploying Parent and the children:

a) Frequency: _____

_____.

b) Duration: _____

_____.

c) Means, Including Electronic: _____

_____.

d) Role of Other Parent in Facilitating Contact: _____
_____.

- _____.
- e) Role of Agreed Nonparent in Facilitating Contact: _____.
- _____.
- _____.
- f) Allocation of Any Costs of Contact: _____.
- _____.
- _____.

2. Specify the contact between the Deploying Parent and the children during the time the Deploying Parent is on leave or is otherwise available

_____.

_____.

_____.

SECTION V: AGREED NONPARENT LIMITED CONTACT WITH THE CHILD

Specify the limited contact an agreed Nonparent has with the children. This means the authority of the Nonparent to visit with the children for a limited time. It includes the authority to take the children to a place other than the children’s residence. Each Nonparent who, pursuant to this Agreement, will exercise caretaking authority, must sign this Agreement and provide their complete name, physical street address, telephone number, and e-mail if they have an e-mail address.

_____.

_____.

_____.

_____.

SECTION VI: DISPUTE RESOLUTION

If custodial responsibility is shared by the Other Parent and an Agreed Nonparent or Nonparents, any disputes will be resolved by: _____.

_____.

_____.

The Other Parent and the Agreed Nonparent(s) may wish to use mediation or other dispute resolution methods and assistance, such as Parenting Coordinators and Parenting Counselors, before filing a court action.

SECTION VII: CHILD SUPPORT

This Agreement does not modify any existing child support obligation; changing the terms of the obligation during deployment requires modification in the appropriate court.

SECTION VIII: TERMINATION OF AGREEMENT

This Agreement is temporary and will automatically terminate 30 days after the Deploying Parent gives notice of his/her return from deployment to the Other Parent, unless the parties agree otherwise in writing or in a record, or the Agreement is terminated by court order.

SECTION IX: FILING OF AGREEMENT

Parent {name} _____ is responsible for the filing of the Agreement. The Agreement must be filed within a reasonable time with the court that has entered an order in effect relating to custodial responsibility or child support concerning the children who is the subject of this Agreement.

SECTION X: OTHER

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

Dated: _____

Signature of Deploying Parent

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and subscribed before me by means of _____ physical presence or
_____ online notarization this _____ day of _____, {year} _____ by
{name of person making statement} _____.

NOTARY PUBLIC, DEPUTY CLERK, or MILITARY OFFICER
AUTHORIZED TO ADMINISTER OATHS

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

_____ Personally known

_____ Produced identification

_____ Type of identification produced _____

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

Dated: _____

Signature of Other Parent

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and subscribed before me by means of _____ physical presence or _____ online notarization this _____ day of _____, {year} _____ by {name of person making statement} _____.

NOTARY PUBLIC, DEPUTY CLERK, or MILITARY OFFICER
AUTHORIZED TO ADMINISTER OATHS

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

_____ Personally known

_____ Produced identification

_____ Type of identification produced _____

IF A NONPARENT IS GRANTED IS GRANTED CUSTODIAL RESPONSIBILTY DURING DEPLOYMENT:

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

Dated: _____

Signature of Nonparent

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and subscribed before me by means of _____ physical presence or
_____ online notarization this _____ day of _____, {year} _____ by
{name of person making statement} _____.

NOTARY PUBLIC or DEPUTY CLERK

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

_____ 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}* _____Petitioner _____ Respondent
_____ Nonparent.

This form was completed with the assistance of:

{name of individual} _____,

{name of business} _____,

{address} _____,

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

**INSTRUCTIONS FOR FLORIDA SUPREME COURT APPROVED FAMILY LAW
FORM 12.948(b)
MOTION FOR TEMPORARY ORDER GRANTING CUSTODIAL
RESPONSIBILITY DURING DEPLOYMENT
(07/20)**

When should this form be used?

This form should be used when one parent who is a **servicemember** is being **deployed** and either parent wishes to temporarily establish or change the custodial responsibility, parenting plan, or time-sharing schedule. This form cannot be used unless paternity has been established, whether or not parental responsibility, a parenting plan, and/or a time-sharing schedule have been established. This form should not be used if the action is prohibited by the Service Members Civil Relief Act, 50 U.S.C. ss. 3901-4043. The Motion should be filed **after** a parent receives a Notice of Deployment.

A servicemember is a member of the **uniformed services** and includes:

- Active and reserve components of the Army, Navy, Air Force, Marine Corps, or the Coast Guard of the United States
- The United States Merchant Marine
- The commissioned corps of the United States Public Health Service
- The commissioned corps of the National Oceanic and Atmospheric Administration
- The National Guard of a state or territory of the United States, Puerto Rico, or the District of Columbia

Deployment means the movement or mobilization of a servicemember for less than 18 months pursuant to uniformed service orders that:

- Are designated as unaccompanied;
- Do not authorize dependent travel; or
- Otherwise do not permit the movement of family members to the location to which the service member is deployed.

Custodial responsibility includes all the powers and duties relating to caretaking authority and decisionmaking authority for a child. It includes physical custody, legal custody, parental responsibility, parenting time, right to access, time-sharing, visitation, and authority to grant limited contact with a child.

Caretaking authority means the right to live with and care for a child on a day-to-day basis. The term includes physical custody, parenting time, right to access, time-sharing, and visitation.

Decisionmaking authority means the power to make important decisions regarding a child, including decisions regarding a child's education, religious training, health care, extracurricular activities, and travel. The term does not include the power to make decisions that necessarily accompany a grant of caretaking authority.

Limited contact means the authority of a Nonparent to visit a child for a limited time. The term includes

authority to take the child to a place other than the child's residence.

A Nonparent who is an adult family member of the child or a non-family member with whom the child has a **close and substantial relationship** may be granted temporary caretaking authority. A close and substantial relationship means a positive relationship of substantial duration and depth in which a significant emotional bond exists between a child and a Nonparent.

What should I do next?

This form should be typed or printed in black ink. After completing this form, you should sign the form before a **notary public or deputy clerk or in the case of an active duty member, before an officer authorized to administer oaths.**

You should file the original with the **clerk of the circuit court** and keep a copy for your records. The Motion must be filed in a pending proceeding for custodial responsibility or an existing case if you have one. If there is not a pending proceeding, the motion must be filed in a new action. The court must have jurisdiction under the Uniform Child Custody Jurisdiction and Enforcement Act.

If you have filed all of the required papers, you may contact the clerk of court, family law intake staff or the judicial assistant to set a hearing. You must notify the other party(ies) of the hearing by using a **Notice of Hearing (General)**, Florida Supreme Court Approved Family Law Form 12.923, or other appropriate notice of hearing form. If the Motion for Temporary Order Granting Custodial Responsibility During Deployment is filed before the deploying parent deploys, you may request an expedited hearing. The court will then enter an order after the hearing.

IMPORTANT INFORMATION REGARDING E-FILING

The Florida Rules of Judicial Administration now require that all petitions, pleadings, and documents be filed electronically except in certain circumstances. **Self-represented litigants may file petitions or other pleadings or documents electronically; however, they are not required to do so.** If you choose to file your pleadings or other documents electronically, you must do so in accordance with Florida Rule of Judicial Administration 2.525, and you must follow the procedures of the judicial circuit in which you file. **The rules and procedures should be carefully read and followed.**

IMPORTANT INFORMATION REGARDING E-SERVICE ELECTION

After the initial service of process of the petition or supplemental petition by the Sheriff or certified process server, the Florida Rules of Judicial Administration now require that all documents required or permitted to be served on the other party must be served by electronic mail (e-mail) except in certain circumstances. **You must strictly comply with the format requirements set forth in the Rules of Judicial Administration.**

SELF-REPRESENTED LITIGANTS MAY SERVE DOCUMENTS BY E-MAIL; HOWEVER, THEY ARE NOT REQUIRED TO DO SO. If a self-represented litigant elects to serve and receive documents by e-mail, the procedures must always be followed once the initial election is made. If you elect to participate in

Instructions for Florida Supreme Court Approved Family Law Form 12.948(b), Motion for Temporary Order Granting Custodial Responsibility During Deployment. (07/20)

electronic service, which means serving or receiving pleadings by electronic mail (e-mail), or through the Florida Courts E-Filing Portal, you **must** review Florida Rule of Judicial Administration 2.516. You may find this rule at www.flcourts.org through the link to the Rules of Judicial Administration provided under either Family Law Forms: Getting Started, or Rules of Court in the A-Z Topical Index.

To serve and receive documents by e-mail, you must designate your e-mail addresses by using the **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915, and you must provide your e-mail address on each form on which your signature appears. Please **CAREFULLY** read the rules and instructions for: **Certificate of Service (General)**, Florida Supreme Court Approved Family Law Form 12.914; **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915; and Florida Rule of Judicial Administration 2.516.

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 sections 61.703-61.773, Florida Statutes.

Special notes

If you do not have the money to pay the filing fee, you may obtain an Application for Determination of Civil Indigent Status from the clerk, fill it out, and the clerk will determine whether you are eligible to have filing fees deferred.

With this form, you must also file the following:

- **Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) Affidavit**, Florida Supreme Court Approved Family Law Form 12.902(d).
- **Settlement Agreement**, if you have reached an agreement on any or all of the issues, you should file an **Agreement Granting Temporary Custodial Responsibility During Deployment**, Florida Supreme Court Approved Family Law Form 12.948(a).
- **Notice of Social Security Number**, Florida Supreme Court Approved Family Law Form 12.902(j), if not previously filed.

Nonlawyer. 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: _____

Petitioner,

And

Respondent.

MOTION FOR TEMPORARY ORDER GRANTING CUSTODIAL RESPONSIBILITY DURING DEPLOYMENT

I, {full legal name} _____, being sworn, certify that the following information is true:

1. A final judgment or order establishing custodial responsibility or a Parenting Plan with a time-sharing schedule _____ has _____ has **not** been previously entered by the court. If a final judgment or order has been entered, the date of the last order or judgment is _____.
{A copy/copies of the final judgment or any modification(s) is/are attached.}
2. The parent, {name} _____, has received a notice of deployment that he/she is subject to deployment on or about {specific date} _____
for a period of less than 18 months.
3. This motion _____ is _____ is **not** being filed before the Deploying Parent deploys.
I _____ am _____ am **not** requesting an expedited hearing in accordance with the statute.
4. The Deploying Parent is temporarily unable to continue the current parenting plan and time-sharing schedule with the minor children during the period of time that the parent is deployed.
5. The parties _____ have _____ have **not** reached an agreement regarding Temporary Custodial Responsibility during deployment. If the parties have reached an agreement, an Agreement Granting Temporary Custodial Responsibility During Deployment is filed with this Motion.

Florida Supreme Court Approved Family Law Form 12.948(b), Motion for Temporary Order Granting Custodial Responsibility During Deployment. (07/20)

6. I ___ am ___ am **not** requesting that a Nonparent(s) be granted temporary custodial responsibility during the deployment. The Nonparent (s) is/are:
{Name(s)} _____.

7. I ___ am ___ am **not** requesting that a Nonparent(s) be granted decisionmaking authority due to the operational constraints of the deployment. The Nonparent(s) is/are:
{Name(s)} _____.

The decisionmaking powers are as follows: _____
_____.

8. I ___ am ___ am **not** requesting that a Nonparent(s) be granted temporary caretaking authority. The Nonparent(s) is/are: {Name} _____.

9. I request the following contact during deployment: _____

_____.

{ ___ Please indicate if additional pages are included }

10. The relief I am requesting is in the best interests of the children because: _____

_____.

11. If the motion is granted, I request the court to:

___ Enter a temporary order for child support from the Deploying Parent to the Other Parent pursuant to s. 61.30, F.S.;

___ Suspend, abate, or reduce the child support obligation of the Other Parent until the custody judgment or time-sharing order previously in effect is reinstated.

___ Require the Deploying Parent to enroll the child as a military dependent with DEERS, TriCare, or other similar benefits available to the military dependents as provided by the Deploying Parent's branch of service.

12. If establishment or modification of child support is requested, a completed Family Law Financial Affidavit, Florida Family Law Rules of Procedure Form 12.902(b) or (c) **and** a Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e) is, or will be, filed.

13. A completed Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) Affidavit, Florida Supreme Court Approved Family Law Form 12.902(d), is filed with this motion

14. I understand that any Order entered pursuant to this Motion automatically terminates 30 days after the Deploying Parent gives notice of his/her return from deployment to the Other Parent, unless the parties agree otherwise in writing or in a record, or the court has already terminated the Order.

15. Other:

CERTIFICATE OF SERVICE

I certify that a copy of this Motion for Temporary Order Granting of Custodial Responsibility During Deployment was _____ mailed _____ faxed and mailed _____ e-mailed _____ hand-delivered to the parties and any entities listed below on {date} _____.

{Signature of Petitioner}

Deploying Parent or his/her attorney

Name _____

Address: _____

City, State, Zip: _____

Fax Number: _____

Designated E-Mail Address(es) _____

Other Parent or his/her attorney

Name _____

Address: _____

City, State, Zip: _____

Fax Number: _____

Designated E-Mail Address(es) _____

Nonparent or his/her attorney

Name _____

Address: _____

City, State, Zip: _____

Fax Number: _____

Designated E-Mail Address(es) _____

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this motion and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: _____

Signature of Petitioner

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and subscribed before me by means of _____ physical presence or

_____ online notarization this _____ day of _____, {year} _____ by

{name of person making statement} _____.

NOTARY PUBLIC, DEPUTY CLERK, or MILITARY

OFFICER AUTHORIZED TO ADMINISTER OATHS

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

_____ 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:

Florida Supreme Court Approved Family Law Form 12.948(b), Motion for Temporary Order Granting Custodial Responsibility During Deployment. (07/20)

[fill in **all** blanks] This form was prepared for the _____ Petitioner _____ Respondent.

This form was completed with the assistance of:

{name of individual} _____,

{name of business} _____,

{address} _____,

{city} _____, *{state}* _____, *{zip code}* _____, *{telephone number}*

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

Case No.: _____

Division: _____

Petitioner,

and

Respondent.

ORDER GRANTING TEMPORARY CUSTODIAL RESPONSIBILITY DURING DEPLOYMENT

THIS CAUSE came before this Court on a Motion for Temporary Custodial Responsibility During Deployment. The Court, having reviewed the file, heard the testimony, and being otherwise fully advised, makes these findings of fact and reaches these conclusions of law:

SECTION I. FINDINGS

1. The Court has jurisdiction over the subject matter and the parties, including jurisdiction pursuant to the Uniform Child Custody Jurisdiction and Enforcement Act.
2. Entry of this Order is not prohibited by the Servicemembers Civil Relief Act, 50, U.S.C. ss. 3901-4043.
3. The last order establishing or modifying parental responsibility, visitation, or time-sharing was entered on _____.

4. The parties' dependent or minor children are:

Name

Birth date

SECTION II: DEPLOYMENT

1. _____ is being deployed for a period of less than 18 months pursuant to uniformed service orders.
2. A Notice of Deployment was provided to the Other Parent on _____.
3. To the extent it is permissible to provide this information, the destination of the deployment is:

_____.
4. To the extent it is permissible to provide this information, the anticipated duration of the deployment is: _____.
5. To the extent that it is permissible to provide this information, the conditions of the deployment are _____

_____.

SECTION III: TEMPORARY CARETAKING AUTHORITY, DECISIONMAKING AUTHORITY, CONTACT WITH CHILDREN BETWEEN PARENTS

The parties:

_____ Have filed an Agreement for Temporary Custodial Responsibility During Deployment which is in the best interests of the children and is adopted by the Court. A copy of the Agreement is attached as Exhibit _____. The parties, and all those who signed the Agreement, are ordered to comply with terms of the Agreement.

OR

Florida Supreme Court Approved Family Law Form 12.948(c), Order Granting Custodial Responsibility During Deployment. (07/20)

_____Have **NOT** filed an Agreement for Temporary Custodial Responsibility During Deployment. Until this Order terminates pursuant to Section VII, the parents shall comply with the following, which is in the children's best interest:

1. Caretaking Authority:

Deploying Parent: _____

Other Parent: _____

_____.

2. Decisionmaking Authority:

Deploying Parent: _____

Other Parent: _____

_____.

3. Contact with Children-Deploying Parent

a. During Deployment:

i. Frequency: _____

_____;

ii. Duration: _____

_____;

iii. Means, Including Electronic: _____

_____;

iv. Role of Other Parent in Facilitating Contact: _____

_____;

v. Role of Agreed Nonparent in Facilitating Contact: _____

_____;

vi. Allocation of Any Costs of Contact: _____

_____.

b. While on leave or is otherwise available: _____

_____.

c. After deployment ends and until termination of order:

_____.

4. Contact with Children-Other Parent

_____.

SECTION IV: NONPARENT-TEMPORARY CARETAKING AUTHORITY, DECISIONMAKING AUTHORITY, CONTACT WITH CHILDREN

A. The parties:

_____ Have filed an Agreement for temporary caretaking authority, decisionmaking authority and contact by the Nonparent. The Agreement is in the best interests of the children and is adopted by the Court. Until this Order is terminated pursuant to Section VII, the parties, and all who signed the Agreement, are ordered to comply with the terms of the Agreement.

OR

_____ Have **NOT** reached an Agreement for temporary caretaking authority, decisionmaking authority, and/or contact with the children

B. The Court:

_____ Finds that it is NOT in the children’s best interest to establish caretaking authority, decisionmaking authority, or contact with the children by any Nonparent.

OR

_____ Finds that it is in the children’s best interest to establish caretaking authority, decisionmaking authority, and/or contact with the children by Nonparent(s), _____ who is _____ an adult family member of the child, or _____ an adult who is not a family member but a person with whom the children have a close and substantial relationship.

The full legal name, street address, telephone number, and e-mail address of the Nonparent(s) is: _____

_____.

The children’s street address shall not be changed without notification to the Court and all parties disclosing the new address and contact information.

Until this Order terminates pursuant to Section VII, the parties and the Nonparent(s) shall comply with the following:

1. Caretaking Authority {If Applicable}

The Court finds caretaking authority by the Nonparent is in the best interest of the children. If the Nonparent is an adult who is not a family member, but a person with whom the children have a close and substantial relationship, the best interest of the children has been established by clear and convincing evidence.

{Specific Findings}: _____

_____.

The Nonparent(s) shall have caretaking authority as follows: _____

_____.

The caretaking authority does not exceed the amount of time granted to the Deploying Parent under a permanent custody order. In the absence of a permanent custody order currently in effect, the caretaking authority does not exceed amount of time the Deploying Parent habitually cared for the child(ren) before being notified of deployment. Additional travel time may be added if necessary to transport the children.

2. Decisionmaking Authority {If Applicable}

If due to the operational constraints of the deployment, the Deploying Parent is unable to exercise decisionmaking authority, the Court finds that it is in the best interest of the children that the Nonparent(s) exercise the following decisionmaking authority. If the Nonparent(s) is an adult who is not a family member, but a person with whom the children has/have a close and substantial relationship, the best interest of the children has been established by clear and convincing evidence.

{Specific Findings}: _____

_____.

The specific decisionmaking powers are: _____

_____.

The duration of the decisionmaking powers is: *{Cannot exceed the length of time in which the Deploying Parent is unable to exercise decision making authority}* _____
_____.

3. Contact {If Applicable}

The Court finds that it is in the best interest of the children for the Nonparent to have contact as follows. If the Nonparent is an adult who is not a family member with whom the child has a close and substantial relationship, the best interest of the children has been established by clear and convincing evidence.

{Specific Findings}: _____

_____.

Nonparent contact is as follows: _____

_____.

SECTION V. CHILD SUPPORT

- 1. The Court has jurisdiction under the Uniform Interstate Family Support Act.
- 2. There _____ is _____ is **not** an existing child support obligation. _____ (Obligor) is currently ordered to pay _____ (Obligee) child support in the amount of \$ _____ every {specify week, every two weeks, month, or other} _____.

3. Temporary Modification of Child Support.

- a. _____ The Court **does not** modify the existing child support obligation.
- b. _____ The current obligation to pay child support is:
 - _____ Abated
 - _____ Suspended
 - _____ Reduced to \$ _____ per {specify week, every two weeks, month, or other} _____ until such time as the custody judgment or time-sharing order previously in effect is reinstated.
- c. _____ The Court finds that there is a need for temporary establishment or modification of child support and that _____ (Obligor) has the present ability to pay child support.
- d. _____ The amounts in the attached Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e), are correct.

OR

_____ The Court makes the following findings:
Obligor’s net monthly income is \$ _____, (Child Support Guidelines _____ %).
Obligee’s net monthly income is \$ _____, (Child Support Guidelines _____ %).
Monthly childcare costs are \$ _____.
Monthly health/dental insurance costs for the child(ren) are \$ _____.

4. Amount.

Temporary child support 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.

The Court establishes the following conditions regarding child support:

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

5. 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.

OR

- b. _____ Both parties have requested and the Court finds that it is in the best interests of the children 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 the State Disbursement Unit or the central depository.

6. 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 his/her support obligation until all said support is deducted from his/her income. Until support payments are deducted from Obligor paycheck, he or she 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,

AND

_____ There is an agreement by the Obligor to advise the Title IV-D agency, clerk of court and 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.

c. Other provisions relating to child support: _____

_____.

SECTION VI: INSURANCE

1. _____ The Court does not change the previously established insurance provisions.
2. _____ The Deploying Parent shall enroll the children as military dependent(s) with DEERS, TriCare, or other similar benefits available to military dependents as provided by the Deploying Parent’s branch of service.
3. _____ Reasonable and necessary **uninsured medical/dental/prescription drug costs** for the minor children shall 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 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.

SECTION VII: TERMINATION

This Order is temporary and terminates automatically 30 days after the Deploying Parent gives notice of his/her return from deployment to the Other Parent, unless the parties agree otherwise in writing or in a record, or the Court has already terminated the Order.

SECTION VIII. OTHER

1. **Other Provisions.** _____

_____.

2. The Court reserves jurisdiction to modify and enforce this Order Granting Temporary Custodial Responsibility During Deployment.

3. Unless specifically modified by this Order, the provisions of all final judgments or orders in effect remain the same.

ORDERED at _____, Florida, on _____.

CIRCUIT JUDGE

CERTIFICATE OF SERVICE

I certify that a copy of this Order Granting Temporary Custodial Responsibility During Deployment was _____ mailed _____ faxed and mailed _____ e-mailed _____ hand-delivered to the parties and any entities listed below on {*date*}_____.

by {*clerk of court or designee*}

- _____ Petitioner (or his or her attorney)
- _____ Respondent (or his or her attorney)
- _____ Nonparent (if applicable)
- _____ Central Depository
- _____ State Disbursement Unit
- _____ Other: _____

**INSTRUCTIONS FOR FLORIDA SUPREME COURT APPROVED FAMILY
LAW FORM 12.948(d)
MOTION TO MODIFY OR TERMINATE TEMPORARY GRANT OF
CUSTODIAL RESPONSIBILITY OR LIMITED CONTACT DURING
DEPLOYMENT
(07/20)**

When should this form be used?

This form should be used when you are asking the court to modify or terminate a temporary grant of custodial responsibility during deployment. The Motion must be consistent with the Servicemembers Civil Relief Act, 50 U.S.C. ss. 3902-4043. The Motion may be filed by the **Deploying Parent**, the **Other Parent**, or any **Nonparent** who was granted caretaking authority. A temporary grant of custodial modification or limited contact, and any modification, is temporary and terminates 30 days after the Deploying Parent gives notice of his/her return from deployment to the Other Parent, unless the temporary grant of custodial responsibility or limited contact has been terminated before that time by court order.

This form should be typed or printed in black ink. After completing this form, you should sign the form before a **notary public** or **deputy clerk**. A military member may sign before a military officer authorized to administer oaths. You should **file** the Motion in the case where the Order Granting Temporary Custodial Responsibility During Deployment was entered. You should file the original with the **clerk of the circuit court** and keep a copy for your records.

IMPORTANT INFORMATION REGARDING E-FILING

The Florida Rules of Judicial Administration now require that all petitions, pleadings, and documents be filed electronically except in certain circumstances. **Self-represented litigants may file petitions or other pleadings or documents electronically; however, they are not required to do so.** If you choose to file your pleadings or other documents electronically, you must do so in accordance with Florida Rule of Judicial Administration 2.525, and you must follow the procedures of the judicial circuit in which you file. **The rules and procedures should be carefully read and followed.**

What should I do next?

For your case to proceed, you must certify that you have sent a copy of the Motion to all the other parties, including any Nonparty granted caretaking authority. If you have filed all of the required papers, you may contact the clerk of court, family law intake staff or the judicial assistant to set a hearing. You must notify the other party(ies) of the hearing by using a **Notice of Hearing** Instructions for Florida Supreme Court Approved Family Law Form 12.948(d), Motion to Modify or Terminate Temporary Grant of Custodial Responsibility or Limited Contact During Deployment (07/20)

(General), Florida Supreme Court Approved Family Law Form 12.923, or other appropriate notice of hearing form.

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 sections 61.703-61.773, Florida Statutes.

IMPORTANT INFORMATION REGARDING E-SERVICE ELECTION

After the initial service of process of the petition or supplemental petition by the Sheriff or certified process server, the Florida Rules of Judicial Administration now require that all documents required or permitted to be served on the other party must be served by electronic mail (e-mail) except in certain circumstances. **You must strictly comply with the format requirements set forth in the Rules of Judicial Administration.** If you elect to participate in electronic service, which means serving or receiving pleadings by electronic mail (e-mail), or through the Florida Courts E-Filing Portal, you **must** review Florida Rule of Judicial Administration 2.516. You may find this rule at www.flcourts.org through the link to the Rules of Judicial Administration provided under either Family Law Forms: Getting Started, or Rules of Court in the A-Z Topical Index.

SELF-REPRESENTED LITIGANTS MAY SERVE DOCUMENTS BY E-MAIL; HOWEVER, THEY ARE NOT REQUIRED TO DO SO. If a self-represented litigant elects to serve and receive documents by e-mail, the procedures must always be followed once the initial election is made.

To serve and receive documents by e-mail, you must designate your e-mail addresses by using the **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915, and you must provide your e-mail address on each form on which your signature appears. Please **CAREFULLY** read the rules and instructions for: **Certificate of Service (General)**, Florida Supreme Court Approved Family Law Form 12.914; **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915; and Florida Rule of Judicial Administration 2.516.

Special notes

Nonlawyer. 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: _____

Petitioner,

and

Respondent.

**MOTION TO MODIFY OR TERMINATE TEMPORARY GRANT OF
CUSTODIAL RESPONSIBILITY OR LIMITED CONTACT DURING
DEPLOYMENT**

I, *{full legal name}* _____,
being sworn, certify that the following information is true:

1. I am the ____ Deploying Parent ____ Other Parent
____ Nonparent granted caretaking authority or limited contact.
2. On *{date}* _____ the Court entered an Order Granting Temporary
Custodial Responsibility During Deployment. The Order ____ did ____ did not adopt an
Agreement Granting Temporary Custodial Responsibility During Deployment.
3. The Order Granting Temporary Custodial Responsibility During Deployment ____ has
____ has not been modified since its entry.
4. Paragraph(s) _____ of the most recent order, entered
_____, describes the present caretaking authority,
decisionmaking authority, and any grant of limited contact with the children. A copy of the
most recent order is attached.
5. I ask the Court to: *{Choose only one}*

Florida Supreme Court Approved Family Law Form 12.948(d), Motion to Modify or Terminate Temporary
Grant of Custodial Responsibility or Limited Contact During Deployment (07/20)

_____ Terminate the Order Granting Temporary Custodial Responsibility During Deployment

_____ Modify the Order Granting Temporary Custodial Responsibility During Deployment, as follows: *{explain}* _____

6. The termination or modification of the Order Granting Temporary Custodial Responsibility During Deployment is in the best interest of the child(ren) because: *{explain}*

7. The modification is temporary and terminates 30 days after the Deploying Parent gives notice of his/her return from Deployment to the Other Parent, unless the parties agree otherwise in writing, or the temporary grant of custodial responsibility has already been terminated by court order.

8. Other:

CERTIFICATE OF SERVICE

I certify that a copy of this Motion to Modify or Terminate Temporary Grant of Custodial Responsibility or Limited Contact to Nonparent During Deployment was _____ mailed _____ faxed and mailed _____ e-mailed _____ hand-delivered to the parties and any entities listed below on *{date}*_____.

{Signature}

Deploying Parent or his/her attorney

Name _____
Address: _____
City, State, Zip: _____
Fax Number: _____
Designated E-Mail Address(es) _____

Other Parent or his/her attorney

Name _____
Address: _____
City, State, Zip: _____
Fax Number: _____
Designated E-Mail Address(es) _____

Nonparent or his/her attorney

Name _____
Address: _____
City, State, Zip: _____
Fax Number: _____
Designated E-Mail Address(es) _____

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this motion and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: _____

Signature of Deploying Parent

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and subscribed before me by means of _____ physical presence or _____ online notarization this _____ day of _____, {year} _____ by {name of person making statement} _____.

NOTARY PUBLIC, DEPUTY CLERK, or MILITARY OFFICER AUTHORIZED TO ADMINISTER OATHS

{Print, type, or stamp commissioned name of notary}

_____ 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 _____Petitioner _____Respondent
_____Nonparent.

This form was completed with the assistance of:

{name of individual} _____,

{name of business} _____,

{address} _____,

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

**INSTRUCTIONS FOR FLORIDA SUPREME COURT APPROVED FAMILY LAW
FORM 12.948(e),
AGREEMENT TO TERMINATE ORDER GRANTING TEMPORARY
CUSTODIAL RESPONSIBILITY DURING DEPLOYMENT
(07/20)**

When should this form be used?

This form may be filed after a **Deploying Parent** returns from deployment and the Deploying Parent and the Other Parent seek to terminate an Order Granting Temporary Custodial Responsibility or an Agreement Granting Temporary Custodial Responsibility During Deployment. If the Deploying Parent and Other Parent choose not to file this form, any order granting or modifying temporary custodial responsibility during deployment automatically terminates 30 days after the Deploying Parent gives notice of his/her return from deployment to the Other Parent unless the parties have agreed otherwise in writing or in a record, or the order has been terminated by court order.

If the Deploying Parent and Other Parent choose not to file this form, any order granting or modifying temporary custodial responsibility during deployment automatically terminates 30 days after the Deploying Parent gives notice of his/her return from deployment to the Other Parent, unless the parties have agreed otherwise in writing or in a record, or the order has been terminated by the court.

This form should be typed or printed in black ink. After completing this form, you should **file** the original with the clerk of the circuit court in the county where the Order Granting Temporary Custodial Responsibility was entered and keep a copy for your records.

If you have filed all of the required papers, you may contact the clerk of court, family law intake staff or the judicial assistant to set a hearing. You must notify the other party(ies) of the hearing by using a **Notice of Hearing (General)**, Florida Supreme Court Approved Family Law Form 12.923, or other appropriate notice of hearing form. The court will then enter an order after the hearing.

IMPORTANT INFORMATION REGARDING E-FILING

The Florida Rules of Judicial Administration now require that all petitions, pleadings, and documents be filed electronically except in certain circumstances. **Self-represented litigants may file petitions or other pleadings or documents electronically; however, they are not required to do so.** If you choose to file your pleadings or other documents electronically, you must do so in accordance with Florida Rule of Judicial Administration 2.525, and you must follow the procedures of the judicial circuit in which you file. **The rules and procedures should be carefully read and followed.**

What should I do next?

A copy of this form must be mailed, e-mailed, or hand delivered to the other party, along with a notice of hearing.

IMPORTANT INFORMATION REGARDING E-SERVICE ELECTION

After the initial service of process of the petition or supplemental petition by the Sheriff or certified process server, the Florida Rules of Judicial Administration now require that all documents required or permitted to be served on the other party must be served by electronic mail (e-mail) except in certain circumstances. **You must strictly comply with the format requirements set forth in the Rules of Judicial Administration.** If you elect to participate in electronic service, which means serving or receiving pleadings by electronic mail (e-mail), or through the Florida Courts E-Filing Portal, you **must** review Florida Rule of Judicial Administration 2.516. You may find this rule at www.flcourts.org through the link to the Rules of Judicial Administration provided under either Family Law Forms: Getting Started, or Rules of Court in the A-Z Topical Index.

SELF-REPRESENTED LITIGANTS MAY SERVE DOCUMENTS BY E-MAIL; HOWEVER, THEY ARE NOT REQUIRED TO DO SO. If a self-represented litigant elects to serve and receive documents by e-mail, the procedures must always be followed once the initial election is made.

To serve and receive documents by e-mail, you must designate your e-mail addresses by using the **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915, and you must provide your e-mail address on each form on which your signature appears. Please **CAREFULLY** read the rules and instructions for: **Certificate of Service (General)**, Florida Supreme Court Approved Family Law Form 12.914; **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915; and Florida Rule of Judicial Administration 2.516.

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 sections 61.703-61.773, Florida Statutes.

Special notes

Nonlawyer. 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 **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.

Instructions for Florida Supreme Court Approved Family Law Form 12.948(e), Agreement to Terminate Order Granting Custodial Responsibility During Deployment. (07/20)

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

Case No.: _____

Division: _____

Petitioner,

and

Respondent.

**AGREEMENT TO TERMINATE ORDER GRANTING TEMPORARY
CUSTODIAL RESPONSIBILITY DURING DEPLOYMENT**

1. We, the Deploying Parent *{full legal name}* _____
and Other Parent *{full legal name}* _____,
agree to terminate the Order Granting Temporary Custodial Responsibility During
Deployment entered on *{date}* _____.
2. The Order Granting Temporary Custodial Responsibility During Deployment shall
terminate on:

_____ The following date: _____.

_____ The date this Agreement is signed by the Deploying Parent and the Other Parent.

CERTIFICATE OF SERVICE

We certify that a copy of this document was _____ e-mailed _____ mailed _____ faxed and mailed _____ hand-delivered to the person(s) listed below on {date} _____.

NONPARENT (If applicable)

Name: _____

Address: _____

City, State, Zip: _____

Fax Number: _____

Designated E-mail Address(es): _____

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

Dated: _____

Signature of Deploying Parent

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and subscribed before me by means of _____ physical presence or
_____ online notarization this _____ day of _____, {year} _____ by
{name of person making statement} _____.

NOTARY PUBLIC, DEPUTY CLERK, or MILITARY

OFFICER AUTHORIZED TO ADMINISTER OATHS

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

_____ Personally known

_____ Produced identification

_____ Type of identification produced _____

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

Dated: _____

Signature of Other Parent

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and subscribed before me by means of _____ physical presence or
_____ online notarization this _____ day of _____, {year} _____ by
{name of person making statement} _____.

NOTARY PUBLIC, DEPUTY CLERK, or MILITARY
OFFICER AUTHORIZED TO ADMINISTER OATHS

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

_____ 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}* _____ Petitioner _____ Respondent

This form was completed with the assistance of:

{name of individual} _____,

{name of business} _____,

{address} _____,

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