

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

Case No.: _____
Division: _____

In Re: The Marriage of:

Petitioner,

and

Respondent.

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:

FINDINGS:

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.

ORDERED AND ADJUDGED:

SECTION I: DISSOLUTION AND RESTORATION

- A. The marriage between the parties is dissolved and the parties are restored to the status of being single.

B. Former Name. *{If applicable}* _____ Petitioner's _____ Respondent's former name of *{full legal name}* _____ is restored.

SECTION II. 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 non-marital assets.** Each party shall keep, as his or her own, the assets found to be non-marital, 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	Petitioner's Non-marital Property	Respondent's Non-marital Property
	\$	\$	\$
Total Non-marital 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	Petitioner Shall Receive	Respondent Shall Receive
Cash (on hand or in banks/credit unions)	\$	\$	\$

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	Petitioner Shall Receive	Respondent Shall Receive
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			

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	Petitioner Shall Receive	Respondent Shall Receive
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	Petitioner's Non- marital Liability	Respondent's Non- marital Liability
	\$	\$	\$
Total Non-marital 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	Petitioner Shall Pay	Respondent Shall Pay
Mortgages on real estate: (Home)	\$	\$	\$
(Other)			
Charge/Credit card accounts			

LIABILITIES: DESCRIPTION OF DEBTS Please describe each item as clearly as possible. You do not need to list account numbers.	Current Amount Owed	Petitioner Shall Pay	Respondent Shall Pay
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 ____Petitioner ____Respondent 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 ____Petitioner ____Respondent 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 III. EXCLUSIVE USE AND POSSESSION OF HOME

{Indicate all that apply}

A. The ____ Petitioner ____ Respondent , as a condition of support, shall have exclusive use and possession of the dwelling located at the following address: _____

_____ until: *{date or event}* _____

_____.

B. The ____ Petitioner ____ Respondent 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.

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

_____.

D. ____ Other: _____

_____.

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

A. **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.

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

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

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

SECTION V. ALIMONY

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

OR

B. _____ The Court finds that _____ Petitioner _____ Respondent, (hereinafter Obligee), has an actual need for, and that _____ Petitioner _____ Respondent, (hereinafter Obligor,) has the present ability to pay, alimony as follows: *{Indicate **all** that apply}*

1. _____ **Permanent Periodic.**

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

b. 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: _____

_____.

- c. 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, 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.

2. _____ **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.

3. _____ **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: _____

_____.

4. _____ **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.

5. _____ **Lump Sum.** Obligor shall pay lump sum alimony to Obligee in the amount of \$_____, which shall be paid as follows: _____ beginning {date} _____ and terminating on {date} _____, the

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

E. _____ **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.

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

1. 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: _____

_____.

2. Other _____

_____.

SECTION VI. CHILD SUPPORT

A. _____ The Court finds that there is a need for child support and that the _____ Petitioner _____ Respondent (hereinafter Obligor) has the present ability to pay child support. The amounts in the Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e), filed by the _____ Petitioner _____ Respondent are correct;

OR

_____ The Court makes the following findings:

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

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

Monthly child care costs are \$ _____.

Monthly health/dental insurance costs are \$ _____.

B. 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: _____

_____.

C. Retroactive Child Support and/or Arrearages.

1. _____ There is no retroactive child support or child support arrearage at the time of this Final Judgment.

OR

2. ____ There is either retroactive child support or child support arrearage.

_____ Petitioner _____ Respondent shall pay to the other spouse child support in the amount of:

\$ _____ for retroactive child support, as of {date} _____;

\$ _____ for previously ordered unpaid child support, as of {date} _____.

The total of \$ _____ in child support shall be paid in the amount of \$ _____ per month, payable _____ in accordance with Obligor's employer's payroll cycle, and in any event at least a month, or _____ other {explain} _____ beginning {date} _____, until paid in full including statutory interest.

D. Insurance.

1. **Health/Dental Insurance.** Petitioner Respondent 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.

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

 Shared equally by both spouses.

 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.

E. **Life Insurance (to secure payment of support).** To secure the child support obligations in this judgment, Petitioner Respondent Each party shall maintain life insurance, in an amount of at least \$ _____, on his/her life her life naming minor child(ren) as the beneficiary(ies) **OR** naming Petitioner Respondent, 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.

F. **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.

G. **Other provisions relating to child support:** _____

SECTION VII. METHOD OF PAYMENT

Obligor shall pay court-ordered alimony and child support, including any retroactive support or arrearages as follows:

A. Place of Payment.

- 1. ____ 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.
- 2. ____ 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.

B. Income Deduction.

- 1. ____ **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 Oblige, as previously set forth in this order.
- 2. ____ **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 Oblige 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 Oblige 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. **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.

D. **Other provisions relating to method of payment.**

_____.

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

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

OR

B. _____ The Court finds there is a need for and an ability to pay attorney's fees, costs, and suit money. _____ Petitioner _____ Respondent 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 IX. OTHER PROVISIONS

Other Provisions.

_____.

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

DONE AND ORDERED in _____, Florida, on _____.

CIRCUIT JUDGE

I certify that a copy of this **Final Judgment of Dissolution** was _____ mailed _____ faxed and mailed _____ e-mailed _____ hand delivered to the parties listed below on {*date*}_____.

by _____
{*Clerk of court or designee*}

_____ Petitioner (or his/her attorney)
_____ Respondent (or his/her attorney)
_____ Central Depository
_____ State Disbursement Unit
_____ Other _____