

IN THE CIRCUIT COURT OF THE \_\_\_\_\_ JUDICIAL CIRCUIT,  
IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA

Case No: \_\_\_\_\_  
Division: \_\_\_\_\_

In Re: The Marriage of:

\_\_\_\_\_,  
Petitioner,  
and  
\_\_\_\_\_,  
Respondent.

### **ORDER FOR TEMPORARY SUPPORT AND OTHER RELIEF WITH NO DEPENDENT OR MINOR CHILD(REN)**

This cause came before this Court for a hearing on a Motion for Temporary Support and Other Relief with No Dependent or Minor Child(ren). The Court, having reviewed the file and heard the testimony, makes these findings of fact and ORDERS as follows:

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

#### **SECTION I. MARITAL ASSETS AND LIABILITIES**

##### **A. Injunction.**

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

##### **B. Temporary Use of Assets.**

1. The assets listed below are temporarily determined to be marital assets. Each party shall temporarily have the use of, as his/her own, the assets awarded in this section, and the other party shall temporarily have no further use of said assets. **Any personal property not listed below shall be for the use of party currently in possession of that item(s), and he or she may not**

dispose of that item(s) without the written permission of the other party or a court order.

<b>ASSETS: DESCRIPTION OF ITEM(S)</b> (Please describe each item as clearly as possible. You do not need to list account numbers.)	<b>Petitioner Shall Have Temporary Use</b>	<b>Respondent Shall Have Temporary Use</b>
Automobiles		
Furniture & furnishings in home		
Furniture & furnishings elsewhere		
Jewelry		
Business interests		
Other Assets		

**C. Temporary Responsibility for Liabilities/Debts.**

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

<b>LIABILITIES: DESCRIPTION OF DEBT(S)</b> (Please describe each item as clearly as possible. You do not need to list account numbers.)	<b>Current Amount Owed</b>	<b>Petitioner Shall Pay</b>	<b>Respondent Shall Pay</b>
Mortgages on real estate: (home)	\$	\$	\$

<b>LIABILITIES: DESCRIPTION OF DEBT(S)</b> <b>(Please describe each item as clearly as possible. You do not need to list account numbers.)</b>	<b>Current Amount Owed</b>	<b>Petitioner Shall Pay</b>	<b>Respondent Shall Pay</b>
Charge/credit card accounts			
Auto loan			
Auto loan			
Bank/Credit Union loans			
Money owed (not evidenced by a note)			
Other			

**SECTION II. TEMPORARY EXCLUSIVE USE AND POSSESSION OF HOME**

*{Indicate all that apply}*

1. \_\_\_\_\_ Petitioner \_\_\_\_\_ Respondent shall have temporary exclusive use and possession of the dwelling located at: *{address}* \_\_\_\_\_  
 \_\_\_\_\_  
 until *{date or event}* \_\_\_\_\_  
 \_\_\_\_\_
2. \_\_\_\_\_ Petitioner \_\_\_\_\_ Respondent may make a visit to the premises described in the paragraph above for the purpose of obtaining his or her clothing and items of personal health and hygiene and to obtain any items awarded in this order. This visit shall occur after notice to the person granted temporary exclusive use and possession of the dwelling and at the earliest convenience of both parties.
3. \_\_\_\_\_ Other: \_\_\_\_\_  
 \_\_\_\_\_

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**SECTION III. TEMPORARY ALIMONY**

1. \_\_\_\_\_ The Court denies the request(s) for temporary alimony.

**OR**

2. \_\_\_\_\_ The Court finds that there is a need for, and that \_\_\_\_\_ Petitioner \_\_\_\_\_ Respondent, hereinafter Obligor, has/had the present ability to pay, temporary alimony as follows:  
*{Indicate **all** that apply}*

a. \_\_\_\_\_ **Temporary Periodic.** Obligor shall pay temporary periodic alimony to Obligee in the amount of \$\_\_\_\_\_ per month, payable ( ) in accordance with Obligor's employer's payroll cycle, and in any event, at least once a month, or \_\_\_\_\_ other *{explain}*

\_\_\_\_\_ beginning *{date}* \_\_\_\_\_. This temporary periodic alimony shall continue until modified by court order, the death of either party, or until *{date or event}* \_\_\_\_\_ whichever occurs first.

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

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

a. \_\_\_\_\_ length of the marriage of the party receiving temporary alimony: \_\_\_\_\_ years;

b. \_\_\_\_\_ age of party receiving temporary alimony: \_\_\_\_\_ years;

c. \_\_\_\_\_ health of party receiving temporary alimony: \_\_\_\_\_ excellent \_\_\_\_\_ good \_\_\_\_\_ poor  
\_\_\_\_\_ other \_\_\_\_\_;

d. \_\_\_\_\_ other factors \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Please indicate here if additional pages are attached.

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

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

5. **Insurance.**

*{Indicate **all** that apply}*

a. \_\_\_\_\_ **Health Insurance.** \_\_\_\_\_ Petitioner \_\_\_\_\_ Respondent shall temporarily be required to

pay health insurance premiums for the other party not to exceed \$\_\_\_\_\_ per month. Further, \_\_\_\_\_ Petitioner \_\_\_\_\_ Respondent shall pay any reasonable and necessary uninsured medical costs for the other party not exceed \$\_\_\_\_\_ per year. As to these uninsured medical expenses, the party who is entitled to reimbursement of the uninsured medical expense shall submit request for reimbursement to the other party within 30 days, and the other party shall, within 30 days after receipt, submit the applicable reimbursement for that expense.

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

6. \_\_\_\_\_ **Other provisions relating to temporary alimony including any tax treatment and consequences:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

#### SECTION IV. METHOD OF PAYMENT

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

1. **Place of Payment.**

*[Indicate if applies]*

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

b. \_\_\_\_\_ Both parties have requested and the Court finds that it is in the best interests that temporary support payments need not be directed through either the State Disbursement Unit or the central depository at this time; however, either party may subsequently apply, pursuant to section 61.13(1)(d)3, Florida Statutes, to require payments through either the State Disbursement Unit or the central depository.

2. **Income Deduction.**

*[If applicable]*

a. \_\_\_\_\_ **Immediate.** Obligor shall pay through income deduction, pursuant to a separate Income Deduction Order which shall be effective immediately. Obligor is individually responsible for paying this temporary support obligation until all of said support is deducted from Obligor's income. Until 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 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 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.

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

4. **Other provisions relating to method of temporary payment:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

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

**OR**

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

**SECTION VI. OTHER PROVISIONS**

**Other Provisions:** \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_.

DONE AND ORDERED in \_\_\_\_\_, Florida, on {date} \_\_\_\_\_.

\_\_\_\_\_  
CIRCUIT JUDGE

I certify that a copy of this {name of document} \_\_\_\_\_  
was \_\_\_ mailed \_\_\_ faxed and mailed \_\_\_ e-mailed \_\_\_ hand-delivered to the parties or entities listed  
below on {date} \_\_\_\_\_.

by \_\_\_\_\_  
{Clerk of court or designee}

Petitioner (or his or her attorney)  
Respondent (or his or her attorney)  
State Disbursement Unit  
Other: \_\_\_\_\_