

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

Case No.: _____
 Division: _____

_____,
 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:

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

SECTION I. MARITAL ASSETS AND LIABILITIES

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

- ___ a. date of filing petition for dissolution of marriage _____.
- ___ b. date of separation _____.
- ___ c. date of divorce trial _____.

B. Division of Assets.

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

| ASSETS: DESCRIPTION OF ITEM(S) (Describe each item as clearly as possible. You do not need to list account numbers.) | Current Fair Market Value | Wife's Nonmarita l Property | Husband's Nonmarita l Property |
|---|------------------------------------|--------------------------------------|---|
| | \$ | \$ | \$ |
| | | | |
| | | | |
| | | | |

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

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

| ASSETS: DESCRIPTION OF ITEM(S) (Describe each item as clearly as possible. You do not need to list account numbers.) | Current Fair Market Value | Wife Shall Receive | Husband Shall Receive |
|---|---------------------------|--------------------|-----------------------|
| Cash (on hand or in banks/credit unions) | \$ | \$ | \$ |
| | | | |
| | | | |
| Stocks/bonds | | | |
| | | | |
| Notes | | | |
| Business interests | | | |
| | | | |
| Real estate: (Home) | | | |
| | | | |
| Automobiles | | | |
| | | | |
| | | | |
| Boats | | | |
| Furniture & furnishings | | | |
| | | | |
| | | | |
| | | | |
| Jewelry | | | |
| | | | |
| Life insurance (cash surrender value) | | | |
| Retirement Plans (Profit sharing, Pension, IRA, 401(k)s, etc.) | | | |
| | | | |
| Other assets | | | |
| | | | |
| | | | |
| | | | |

| ASSETS: DESCRIPTION OF ITEM(S) (Describe each item as clearly as possible. You do not need to list account numbers.) | Current Fair Market Value | Wife Shall Receive | Husband Shall Receive |
|---|---------------------------|--------------------|-----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Marital Assets | \$ | \$ | \$ |

C. Division of Liabilities/Debts.

- 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) (Describe each item as clearly as possible. You do not need to list account numbers.) | Current Amount Owed | Wife's Nonmarital Liability | Husband's Nonmarital Liability |
|--|---------------------|-----------------------------|--------------------------------|
| | \$ | \$ | \$ |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Nonmarital Liabilities | \$ | \$ | \$ |

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

| LIABILITIES: DESCRIPTION OF DEBT(S) (Describe each item as clearly as possible. You do not need to list account numbers.) | Current Amount Owed | Wife Shall Pay | Husband Shall Pay |
|--|---------------------|----------------|-------------------|
| Mortgages on real estate: (Home) | \$ | \$ | \$ |
| (Other) | | | |
| | | | |
| Charge/credit card accounts | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| LIABILITIES: DESCRIPTION OF DEBT(S) (Describe each item as clearly as possible. You do not need to list account numbers.) | Current Amount Owed | Wife Shall Pay | Husband 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: _____

SECTION II. EXCLUSIVE USE AND POSSESSION OF HOME

[all that apply]

____ 1. () Petitioner () Respondent, as a condition of support, shall have exclusive use and possession of the dwelling located at: _____ until {date or event} _____

____ 2. () 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.

____ 3. 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: _____

____ 4. Other: _____

SECTION III. CUSTODY OF AND VISITATION WITH DEPENDENT OR MINOR CHILD(REN)

1. **Jurisdiction.** The Court has jurisdiction to determine custody of and visitation with the parties' minor child(ren) listed in paragraph 2 below.

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

| Name | Birth date |
|-------|------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. **Parental Responsibility for the Minor Child(ren).**

[one only]

____ a. The parties shall have **shared parental responsibility** for the parties' minor child(ren).
() Mother () Father shall have **primary residential responsibility** of the minor child(ren) and the other parent shall have secondary residential responsibility, as set forth in paragraph 4 below. **OR** The primary residential parent shall be () undesignated () rotating with time sharing for the () Mother () Father as set forth in paragraph 4 below.

____ b. () Mother () Father shall have **sole parental responsibility** for the parties' minor child(ren). Shared parental responsibility would be detrimental to the child(ren) at this time because:

The other parent shall have visitation with the parties' minor child(ren) as set forth in paragraph 4 below.

4. **Secondary Residential Responsibility, Visitation, or Time Sharing with Minor Child(ren).** The parent granted secondary residential responsibility, visitation, or time sharing shall have:

[one only]

____ a. **reasonable visitation or time sharing** with the parties' minor child(ren) after reasonable notice and as agreed to by the parties, subject to any limitations in paragraph 5 below. The Court reserves jurisdiction to set a specific schedule.

____ b. the following **specified visitation or time sharing** with the parties' minor child(ren), subject to any limitations set out in paragraph 5 below: *{specify days and times}* _____

_____ c. **no contact** with the parties' minor child(ren) until further order of the Court, due to the existing conditions that are detrimental to the welfare of the minor child(ren). *{explain}* _____

5. **Limitations on Parental Responsibility, Visitation, and Time Sharing.** Neither parent shall take the child(ren) from the custody of the other parent or any child care provider or other person entrusted by the other parent with the care of the child(ren) without the agreement of the other parent during the other parent's time of parental responsibility or visitation. The above reasonable (paragraph 4.a. above) or specified (paragraph 4.b. above) visitation shall be:

[if applies]

_____ a. **supervised by a responsible adult** who is mutually agreeable to the parties. If the parties cannot agree, the supervising adult shall be: *{name}* _____.

_____ b. at the **supervised visitation** center located at: *{address}* _____

subject to the available times and rules of the supervised visitation center. The cost of such visits shall be paid by () Mother () Father () Both.

6. **Communication Arrangements for Secondary Parenting, Visitation, and Time Sharing with Child(ren).**

[if applies]

_____ The parties' communications to arrange visitation or time sharing and discuss issues relating to the child(ren) (if shared parenting or visitation is provided in paragraph 3 above) are restricted as follows: () telephone, () fax, e-mail, or letter, () A responsible person shall coordinate the visitation or time sharing arrangements of the minor child(ren). If the parties cannot agree, the responsible person shall be: *{name}* _____

() other conditions for arrangements or discussions: *{explain}* _____

7. **Exchange of Minor Child(ren).** The exchange of the minor child(ren) shall be on time as scheduled and as agreed to by the parties. The following conditions, if checked below, shall also apply.

[all that apply]

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

_____ b. The parent granted secondary parenting, visitation, or time sharing shall not get out of the vehicle, and the other parent shall not approach the vehicle, during the time the child(ren) are exchanged.

_____ c. A responsible person shall conduct all exchanges of the child(ren). Neither parent shall accompany the responsible person when that person is transferring the child(ren) from one parent to the other. If the parties' cannot agree, the responsible person shall be *{name}* _____

_____ d. Other conditions for exchange of the child(ren) are as follows: _____

_____ 8. **Injunction Prohibiting Removing the Child(ren).** The Court hereby prohibits and enjoins the
() Mother () Father () Both from permanently removing the minor child(ren) from the
() State of Florida () *{specify}* _____

without a court order or the written consent of the other party.

_____ 9. **Other Provisions Relating to the Minor Child(ren).**

SECTION IV. ALIMONY

1. () The Court denies the request(s) for alimony **OR**
() The Court finds that there is a need for, and that () Petitioner () Respondent (hereinafter
Obligor) has/had the present ability to pay, alimony as follows:

[all that apply]

_____ a. **Permanent Periodic.** 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 () other *{explain}* _____

beginning *{date}* _____. This alimony shall continue until modified by court order,
the death of either party, or remarriage of Obligee, whichever occurs first.

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

_____ c. **Rehabilitative.** Obligor shall pay rehabilitative alimony to Obligee in the amount of \$_____
per month, payable () in accordance with Obligor's employer's payroll cycle, and in any event,
at least once a month () other *{explain}* _____

beginning *{date}* _____. This rehabilitative alimony shall continue until modified by
court order, the death of either party or until *{date/event}* _____,
whichever occurs first. The rehabilitative plan presented demonstrated the following: _____

_____ d. **Retroactive.** Obligor shall pay retroactive alimony in the amount of \$_____ for the period
of *{date}* _____, through *{date}* _____, which shall be paid pursuant to
paragraph 3 below.

2. **Reasons for () Awarding () Denying Alimony.** The Court has considered all of the following
in awarding/denying alimony:

- a. The standard of living established during the marriage;
- b. The duration of the marriage;
- c. The age and the physical and emotional condition of each party;
- d. The financial resources of each party, the nonmarital and the marital assets and liabilities distributed to each;
- e. The contribution of each party to the marriage, including, but not limited to, services rendered in homemaking, child care, education, and career building of the other party; and
- f. All sources of income available to either party.

Additionally, the Court has considered the following factors in reaching its decision: _____

Check here if additional pages are attached.

3. **Arrearage/Retroactive Alimony.**

[one only]

- _____ a. There is no alimony arrearage at the time of this Final Judgment.
- _____ b. The () Petitioner () Respondent shall pay to the other party the alimony arrearage of: \$_____ for retroactive alimony, as of {date} _____. \$_____ for previously ordered unpaid alimony, as of {date} _____. The total of \$_____ in alimony arrearage shall be repaid in the amount of \$_____ per month, payable () in accordance with Obligor's employer's payroll cycle, and in any event at least once a month () other {explain} _____
- _____ beginning {date} _____, until paid in full including statutory interest.

4. **Insurance.**


[all that apply]

- _____ a. **Health Insurance.** () Petitioner () Respondent shall 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 to 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 alimony obligations set forth in this judgment, Obligor shall maintain life insurance coverage on his/her life naming Obligee as the sole irrevocable beneficiary, so long as reasonably available. This insurance shall be in the amount of at least \$_____ and shall remain in effect until the obligation for alimony terminates.

5. **Other provisions relating to alimony:** _____

_____.

SECTION V. CHILD SUPPORT

1. The Court finds that there is a need for child support and that the () Mother () Father (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 () Mother () Father are correct **OR** the Court makes the following findings: The Mother's net monthly income is \$_____, (Child Support Guidelines _____%). The Father's net monthly income is \$_____, (Child Support Guidelines _____%). Monthly child care costs are \$_____. Monthly health/dental insurance costs are \$_____.

2. **Amount.** Obligor shall be obligated to pay child support 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} _____, and continuing until

() the youngest of the minor child(ren) reaches the age of 18, become(s) emancipated, marries, dies, or otherwise becomes self-supporting **OR** one of the minor children reaches the age of 18, become(s) emancipated, marries, dies, or otherwise becomes self-supporting and either party files a supplemental petition to modify child support and the court enters such an order.

OR

() {date/event} _____,
{explain} _____.

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

_____.

3. **Arrearage/Retroactive Child Support.**

[one only]

_____ a. There is no child support arrearage at the time of this Final Judgment.
_____ b. The () Mother () Father shall pay to the other party the child support arrearage of: \$_____ for retroactive child support, as of {date} _____. \$_____ for previously ordered unpaid child support, as of {date} _____. The total of \$_____ in child support arrearage shall be repaid in the amount of \$_____ per month, payable () in accordance with Obligor's employer's payroll cycle, and in any event at least once a month () other {explain} _____
_____,
beginning {date} _____, until paid in full including statutory interest.

4. **Insurance.**

[all that apply]

- _____ a. **Health/Dental Insurance.** () Mother () Father shall be required to maintain () health () dental insurance coverage for the parties' minor child(ren), so long as reasonably available. The party providing coverage shall be required to convey insurance cards demonstrating said coverage to the other party. **OR** () Health () dental insurance is not reasonably available at this time.
- _____ b. Reasonable and necessary **uninsured medical/dental/prescription drug costs** for the minor child(ren) shall be assessed as follows:
 () Shared equally by both parents.
 () Prorated according to the child support guideline percentages.
 () Other {explain}: _____

As to these uninsured medical/dental/prescription drug expenses, the party who incurs the expense shall submit request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.

- _____ 5. **Life Insurance (to secure payment of support).** To secure the child support obligations in this judgment, () Petitioner () Respondent () Each party shall maintain life insurance coverage, in an amount of at least \$_____, on () his life () her life () his/her life naming the () minor child(ren) as the beneficiary(ies) () primary residential parent as the beneficiary as Trustee for the minor child(ren), so long as reasonably available. The obligation to maintain the life insurance coverage shall continue until the youngest child turns 18, becomes emancipated, marries, dies, or otherwise becomes self-supporting.

6. **IRS Income Tax Exemption(s).** The party granted primary residential responsibility or sole parental responsibility of the minor child(ren) shall have the benefit of any tax exemption(s) for the child(ren), **OR**, if checked here, () assignment of any tax exemption(s) for the child(ren) shall be as follows:

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

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

SECTION VI. METHOD OF PAYMENT

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

1. **Central Governmental Depository.**

[if applies]

- _____ a. Obligor shall pay court-ordered support directly to the Central Governmental Depository in {name} _____ County, along with any depository service charge.
- _____ b. Both parties have requested and the court finds that it is in the best interests of the child(ren) that support payments need not be directed through the Central Governmental Depository. However, either party may subsequently apply to the depository pursuant to section 61.13(1)(d)3, Florida Statutes, to

require payments through the Central Governmental Depository.

2. **Income Deduction.**

[if applies]

___ a. **Immediate.** Obligor shall pay through income deduction, pursuant to a separate Income Deduction Order which shall be effective immediately. Obligor is individually responsible for paying this support obligation until all of said support is deducted from Obligor's income. Until support payments are deducted from Obligor's paycheck, Obligor is responsible for making timely payments directly to the Central Governmental Depository or the Obligee, as previously set forth in this order.

___ b. **Deferred.** Income deduction is ordered this day, but it shall not be effective until a delinquency of \$_____, or, if not specified, an amount equal to one month's obligation occurs. Income deduction is not being implemented immediately based on the following findings: Income deduction is **not** in the best interests of the child(ren) because: *{explain}* _____

_____.

AND

there is proof of timely payment of a previously ordered obligation without an income deduction order in cases of modification,

AND

() there is an agreement by the Obligor to advise the central governmental depository of any change in payor and health insurance **OR** () there is a signed written agreement providing an alternative arrangement between the Obligor and the Obligee.

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

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

_____.

SECTION VII. ATTORNEY FEES, COSTS, AND SUIT MONEY

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

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

_____.

SECTION VIII. OTHER PROVISIONS

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

2. **Other Provisions.** _____

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

ORDERED on _____.

CIRCUIT JUDGE

COPIES TO:

Petitioner (or his or her attorney)

Respondent (or his or her attorney)

Central Governmental Depository

Other: _____