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.

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

C. Temporary Responsibility for Liabilities/Debts.

1. 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.

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 Shall Pay	Respondent Shall Pay
Mortgages on real estate: (home)	$	$	$

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 Shall Pay	Respondent Shall Pay
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: _____
_____

_____.

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 Obligee of any change in Payor and/or health insurance

OR

_____ there is a signed written agreement providing an alternative arrangement between the Obligor and the Obligee and, at the option of the IV-D agency, by the IV-D agency in IV-D cases in which there is an assignment of support rights to the state, reviewed and entered in the record by the court.

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