

**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 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.

1. This Agreement is not prohibited by the Servicemembers Civil Relief Act, Title 50, U.S.C. ss. 3901-4043.
2. 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 otherwise agreed upon in writing or in a record by the Deploying Parent and the Other Parent.

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}* _____.