IN THE CIRCUIT COURT OF THE \_\_\_\_${circuit}\_\_\_\_\_ JUDICIAL CIRCUIT

IN AND FOR \_\_\_\_\_\_${county}\_\_\_\_\_ COUNTY, FLORIDA

IN RE: THE MATTER OF FAMILY DIVISION (04) \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_**${petitioner}**\_\_\_\_\_\_\_\_\_\_\_\_\_ CASE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Petitioner

and

**\_\_\_\_${respondent}\_\_\_\_\_\_\_\_\_\_**/

Respondent.

**SETTLEMENT AGREEMENT DETERMINING PARENTAL RESPONSIBILITY**

**AND PARENTING PLAN**

This **SETTLEMENT AGREEMENT DETERMINING PARENTAL RESPONSIBILITY and PARENTING PLAN** (collectively “Agreement”) are made and entered into by the Petitioner and Respondent, named in the style of this case (collectively “parties”).

**WHEREAS**, there is no dispute that the parties to this Agreement are the legal parents of the children made subject to these proceedings and therefore, they desire to establish each other’s rights and obligations, as to:

${table}

**WHEREAS**, the parties desire to enter into the following Agreement to confirm their

agreement as it relates to any child or children legally related to them.The term **“child”,** as referred to in this Agreement, shall include any child born of the sexual relationship of the parties and subject to these proceedings and is therefore used in place of “children” even when more than one child may be contemplated;

**WHEREAS**, it is the desire and intention of each of the parties that all matters relating the child, including but not limited to the parenting plan issues and child support, be finally and conclusively settled and determined by this agreement; and

**WHEREAS**, each of the parties has had the opportunity to seek separate and independent legal advice with regard to their respective legal rights, remedies, privileges, and obligations arising out of their relationship and both parties are entering into this agreement with sufficient financial disclosure being exchanged between the parties and have chosen to represent themselves; and

**WHEREAS**, both parties have read and fully understand all of the terms, conditions, and provisions of this agreement, and are entering into this agreement freely and voluntarily, without duress or coercion;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties have agreed as follows:

1. **RECITALS INCORPORATED:** The recitals of fact set forth above are confirmed and agreed to by and between the parties hereto, as being in all respects true and correct, and are hereby incorporated into this agreement.

2. **PARENTS:** The parents are, as follows:

2.1.1 **PETITIONER:** ${petitioner}**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

2.1.2 **RESPONDENT:** ${respondent}**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

2.1 **DEMOGRAPHIC DETAILS OF ANY** **CHILD SUBJECT TO THESE PROCEEDINGS:**

The parenting plan and timesharing schedule relates to any child subject to these proceedings referenced in the **WHEREAS** clause above.

2.2 **JURISDICTION:** The United States is the country of habitual residence of any child subject to these proceedings. The State of Florida is the home state for the purposes of the Uniform Child(ren) Custody Jurisdiction and Enforcement Act. This Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. sections 11601 et seq., the Parental Kidnaping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction at The Hague on October 25th, 1980 and for all other state and federal laws.

2.2.1 **FLORIDA LAW:** In the event disputes arise concerning this Agreement, the

parties mutually agree that either party may petition the Circuit Court in which this action was filed and agree that Florida law will control.

3. **PARENTING PLAN**:

**A. PARENTAL RESPONSIBILITY:**  Unless otherwise specified in this parenting plan, each parent shall make decisions regarding the *day-to-day* care and control of each child while the child is with that parent. Regardless of the decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the child when with that parent. A parent having to make any emergency decision shall notify the other parent immediately or as soon as reasonably possible.

1. **MAJOR DECISIONS**:

${table\_major\_decisions}

2. **\_\_**${cv\_share}**\_\_Shared Parental Responsibility: It is in the best interest of any child subject to these proceedings that the parties have shared parental responsibility with regard to the health, education and upbringing of any child subject to these proceedings. The parties agree that they will have confer and jointly make decisions, in accordance with Florida Statute §61.13. The parties will attempt to work cooperatively in making the future plans consistent with their best interest and in amicably resolving any disputes that arise. This provision specifically prohibits either party from making unilateral decisions as to any shared parental responsibility issues, absent emergency or exigent circumstances and in the event either party breaches this provision, such breach will be subject to appropriate remedies by the Court, however, either party may consent to mental health treatment for the child.**

**OR**

**\_\_**${cv\_sole}**\_\_ Sole Parental Responsibility: It is in the best interest of any child subject to these proceedings that the the following parent: \_\_\_\_${cv\_sole\_name}\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall have sole authority to make all major decisions for the child(ren). It is a detriment to the child(ren) to have shared parental responsibility.**

B. **SCHEDULING AND** **TIMESHARING:** The parties agree that the following

timesharing schedule is in the best interests of the minor child(ren) as it promotes stability in their lives.

1. **School Calendar**: If necessary, no-later than the mid-way point of summer prior, the parents shall obtain a copy of the relevant school calendars for the following school year school year. The parents shall discuss the calendar and the time-sharing schedule so that any differences or questions may be resolved ahead of time. The parents shall follow the school calendar for each child.

2. **Academic Break Definition:**  School breaks are defined as the end of the last day of classes before a holiday or break period and shall end on the first day of regularly scheduled classes after the holiday or break period ends.

3. **WEEKEND PARENTING TIME: ${cv\_weekend}**

**${cv\_weekend\_time}**

4. **WEEKDAY PARENTING TIME**: **${cv\_weekday}**

**${cv\_weekday\_time}**

5. **TRANSPORTATION**: (Choose only **one**)

A. ${trans1}\_\_ Parent: \_\_${transP}\_\_\_\_\_ shall provide all transportation.

B. ${trans2}\_ The parent beginning their time-sharing shall provide transportation.

C. ${trans3}\_The parent ending their time-sharing shall provide transportation.

6. **HOLIDAY TIMESHARING:** Holiday timesharing shall take priority over the regular timesharing schedule. Fill in the blanks with the name or designated Party to indicate where the child(ren) shall be for the holiday. **Unless otherwise specified, the holiday timesharing shall commence the night before the holiday overnight until return to schoo**l. If no designation is made, the children schedule shall follow the regular ongoing schedule.

${table\_holidays}

This holiday schedule may affect the regular Timesharing Schedule. Parents may wish to specify either or both of the following options:

A. When the parents are using an alternating weekend plan and the holiday schedule would result in one parent having (3) three weekends in a row, the parents will exchange the following weekend so that each has two weekends in a row before the regular alternating weekend pattern resumes.

B. If a parent has the children on a weekend immediately before or after an unspecified holiday or non-school day they shall have the children for the holiday or non-school day.

7. **Winter Break**: **${cv\_winter}**

8. **Summer:** **${cv\_summer}**

9. **Spring Break**: **${cv\_spring}**

4. **GENERAL PROVISIONS**

1. **TIMEFRAME FOR RESPONSES** In order for the parties to comply with

shared parental responsibility decision making, each party will act reasonably and the party who makes a request will be entitled to a prompt response (prompt response is defined as: within 48 hours of the message being sent via text, WhatsApp, email or one of the court ordered communication programs) in furtherance of reaching a decision. However, it is not the intent of the provision for each party to interfere with the daily life or living of the other parent. The parties shall always allow any child subject to these proceedings to contact the other parent, at any time, through any available means, telephonic, FaceTime, WhatsApp video, skype, etc. The parent not with the children shall be entitled to call the children one time per day. These communication sessions should not last more than 5-10 minutes. Either parent can consent to mental health treatment.

2. **FOSTERING LOVE AND AFFECTION**: Each parent will exercise, in the utmost of

good faith, their best efforts at all times to encourage and foster the maximum relations, love and affection between every child of the parties and the other parent. Neither parent will in any way impede, obstruct, or interfere with the exercise by the other parent of their right to companionship, and neither of them at any time will in any manner criticize the other parent nor allow any person to do so in the presence of any child. Neither parent will make any disparaging remarks about the other parent or inquire of any child subject to these proceedings, as to the other parent’s private life. It is every child’s right to be spared from experiencing and witnessing any animosity or ill-feeling, between the parents, and the each child should be encouraged to maintain love, respect, and affection toward the other parent

3. **PARENTS CONDUCT TO PROMOTE BEST INTEREST OF CHILD(REN):** The parties will at all times conduct themselves and their activities in a proper manner which will promote the welfare and best interest of any child subject to these proceedings. The relationship between the parents will be as courteous as possible. Each parent will be respectful to the other even though, at times, each parent may not feel that the other parent deserves it. When making future plans, they will respect each other and cooperate to provide the best experiences for any child subject to these proceedings. Both parents will also take great care in the manner in which they introduce any child subject to these proceedings to significant others involved in their lives. Both parents will place the child(ren)’s welfare before their own.

4. **BODILY ALTERATIONS**: Neither parent will permit any type of cosmetic

surgery, tattoo, piercing, or other body modification to be performed on the minor child(ren), without prior, written consent of the other parent.

5. **SEPARATE RESIDENCE**: It is and will be lawful for the parties at all times to

live separate and apart from each other and to reside from time to time at such place or places as each of the parties may see fit and to contract, carry on and engage in any employment, business, or trade which either may deem fit, free from control, restraint, or interference, direct or indirect, by the other in all respects as if such parties were single and unmarried, except as contained in and subject to this agreement. This provision is not intended to override the relocation prohibition absent written agreement of the parties or court order.

6. **MUTUAL RESTRAINT**: Neither party will in any way molest, harass,

disturb, or trouble the other or interfere with the peace and comfort of the other, or seek to compel the other to associate, cohabit, or dwell with him or her by any action or proceeding or by any other means whatsoever.

7. **INFORMATION SHARING:** Both parents shall have access to medical and school records and shall be permitted to independently consult with any and all professionals involved with the any child subject to these proceedings. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the child(ren) and they shall sign any necessary documentation ensuring that both parents have access to said records.

8. **RECORDS**: Each parent shall be responsible for obtaining records and reports directly from the school and healthcare providers. Both parents have equal rights to inspect and receive governmental agency and law enforcement records. Both parents shall have equal and independent authority to confer with the schools, day cares, health care providers, and other programs regarding educational, emotional, and social progress. Both parents shall be listed as “emergency contacts” wherever necessary. Each parent has a continuing responsibility to provide a residential, mailing, or contact address and contact telephone number to the other parent. Each parent shall notify the other parent in writing within 48 hours of any changes. Both parents will have equal access to passports within 48 hours of request.

9. **SPECIAL EVENTS**: Both parties will timely advise each other by text message and/or email (if possible) of significant occasions in the child(ren)’s lives so that both parties may fully participate in these significant occasions, however, this does not apply to the events listed in the school’s calendar that is readily available to the parties. Each parent is responsible for keeping track of what is going on at the school. Both parents will be entitled to participate in and attend special activities in which the child(ren) are engaged, such as school functions, school awards, sports awards, religious activities and social events in which the child(ren) participate. The parties should attempt to sit together or at least near each other, if possible, as a show of solidarity.

11. **Exchanges/Transitions**: Exchanges shall be at the school/daycare/camp or parent homes unless otherwise specified.

12. **Transportation Costs**: The parties shall be paid by the party incurring expense during their own timesharing.

13. **Foreign and out of state Travel**: (choose one**):**

A. \_**${cv\_travel\_in}**\_ Either parent may travel outside of the jurisdiction either within the United States. The travelling parent shall provide a complete itinerary and method of contact for the children 7 days prior to departure. Each parent agrees to provide whatever documentation is necessary for the other parent to travel out of the country with the child.

B. \_**${cv\_travel\_out}**\_ If a parent wishes to travel out of the country they shall provide the following as security for the return of the child: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14. **Relocation:** Any relocation of any child subject to these proceedings must be south in compliance with Florida Statutes §61.13001.

4. **CHILD SUPPORT:**The parties have agreed to a child support as reflected by the attached child support guidelines (Exhibit “A”). The following party: \_${payment\_parent}\_\_ shall pay $\_${payment\_using}\_\_ to the \_${payment\_receiver}\_\_\_ on the first of each month commencing with the month following the signing of this Agreement or the amount may be paid in equal installments pursuant to the payroll schedule.

4.1 Each party shall pay for all of the minor child(ren)’s needs and necessities during

their respective timesharing and as such the minor child(ren) are not shortchanged or prejudiced by the parties’ Agreement. Child support has been calculated using both parties’ respective gross incomes from employment as reflected by the parties’ respective Financial Affidavits filed in this case. Regarding child support, the minor child(ren) shall be deemed emancipated upon the occurrence of any one of the following events: Marriage by the minor child(ren), Death of the minor child(ren), the child(ren) reaching the age of eighteen, so long as they completed high school education, or graduation from high school if they have reached the age of 18 with the expectation of graduation from high school prior to their 19th birthday.

4.2 **HEALTH INSURANCE UNCOVERED MEDICAL AND DENTAL COSTS:** The (party) \_${health\_resp}\_\_\_shall be responsible to maintain the minor child(ren)’s health insurance premiums.

A. The parties agree to divide the costs of agreed upon uncovered medical expenses for the minor child(ren), as follows:

\_${health\_pet}\_% Petitioner, \_${health\_res}\_% Respondent.

Uncovered medical expenses, includes but is not limited to: medical/dental/orthodontic (braces and other needs)/vision (glasses and contact lenses)/pharmaceutical/bloodwork/scans and over the counter drugs for the minor child(ren). The agreement of the parties shall not be unreasonably withheld and consent is valid via text message, WhatsApp or email. The party who incurs the uncovered expense shall provide the other party proof of payment, along with the invoice, within thirty (30) days, otherwise said reimbursement is waived by the party who incurred the expense. Payment shall be made within (30) days of receipt of proof of expense incurred.

4.3 **AFTERCARE/AGREED EXTRA CURRICULAR EXPENSES:** The parties agree to

divide the costs of agreed upon extracurricular expenses for the minor child(ren), as follows:

\_${extra\_pet}\_\_% Petitioner, \_${extra\_res}\_\_% Respondent.

Consent shall be valid if sent via text message, WhatsApp or E-mail. Extracurricular activities share of expenses is with regard to all required expenses, including but not limited to: school bus fees, tutoring, therapies, activities fees, registration fees, monthly fees, uniforms, protective gear, game fees, travel fees, etc.

5. **TAX DEDUCTION:** The parties shall consult a CPA or tax professional regarding the tax dependency deduction. The general idea is to alternate the deduction in as amicable and fair way as possible so that both parents can benefit from the dependency deduction.

6. **MUTUAL RELEASE:** Each party releases the other from all tort claims, general claims,

demands due, debts, rights or causes of action up to the date of this Agreement that may be tied to the

fact of their relationship.

7. **SEVERABILITY**: In case any provision of this Agreement shall be held to be contrary to or in violation of the laws of any country, state, or jurisdiction, such as illegality or invalidity shall not affect in any way the other provisions hereof, and all such provisions shall continue nevertheless in full force and effect; and any provision which is held to be illegal or invalid in any country, state, or other jurisdiction shall nevertheless remain in full force and effect in any other country, state, or jurisdiction in which such provisions are legal and valid.

8. **EXECUTION**: This agreement is signed separately and electronically, in multiple copies and each of such copy shall be deemed to have the force and weight of an original and shall have the same force and effect as if it alone had been executed in person, simultaneously by the parties.

9. **INCORPORATED INTO FINAL JUDGMENT DETERMINING PARENTAL RESPONSIBILITY AND OTHER RELIEF**: The parties agree their Agreement and Parenting Plan shall be incorporated, but not merged, by reference into any final judgment which shall be sought by either party in these proceedings and the Agreement and Parenting Plan are intended to survive the Final Judgment. Should the Birth Certificate of any child subject to these proceedings be required to be amended in order to correctly reflect the legal parents of any child born to the parties, this Agreement shall serve as authority to do so for the Department of Health and Vital Statistics.

10. **CAPTIONS**: Paragraph captions have been used throughout this Agreement for convenience and reference only and are not intended to and shall not be used in any manner whatsoever in the construction or interpretation of this Agreement or any provisions hereof.

11. **VOLUNTARY AGREEMENT:**   The parties acknowledge that they are entering into this agreement voluntarily, in the absence of coercion, duress, overreaching or fraud on the part of the other party. Both parties have read this agreement carefully before executing it. The parties further acknowledge that they reached a compromised result and that they may have done “better” or “worse” in court, but they chose to settle all outstanding issues because they value the emotional, psychological and financial savings that an amicable resolution provides. Notwithstanding, the parties warrant that they are under no duress or any sort of emotional strain that would render this Agreement invalid or voidable.

12. **AMBIGUITIES:** If there is found to be any ambiguities in this agreement, there shall not be a presumption that said ambiguities will be interpreted in favor of either party. The parties shall attend mediation to resolve any ambiguities, but mediation shall not be a condition precedent.

13. **EXECUTION OF NECESSARY DOCUMENTS:** Each party will, upon the request of the other, execute, acknowledge and deliver any and all papers or documents or other instruments of release or conveyance, as may be reasonably necessary to enable the other party to effectuate the foregoing distribution of property and other provisions of this Marital Settlement Agreement. The parties agree that any exchanges of money, documents or property pursuant to this Agreement, when not required for a particular time, will be done in a timely manner (within thirty (30) days) of the date of this agreement, relative to obtaining a peaceful settlement of all accounts and providing for a smooth transition in their relationships.

14. **ATTORNEY'S FEES:** The parties agree that each party shall be solely responsible to pay their own attorney’s fees, professional fees and costs incurred in connection with these proceedings through the entry of the Final Judgment.

15. **ENFORCEMENT/PREVAILING PARTY**: The parties agree that if either party is required to apply to the Court in order to compel and/or enforce compliance with the terms and provisions of this Agreement and Parenting Plan, the prevailing party will be entitled to receive all reasonable attorney fees and costs incurred in the trial court and on appeal from the other party.

16. **INDEMNIFICATION**: The parties agree to hold each other harmless, and indemnify from all liabilities, pay to the other party any attorney fees, court costs or any other cost or obligation reasonably incurred as a result of that party’s breach of an obligation, accident or failure to satisfy any of their obligations assumed by them pursuant to this Agreement or against any issue that may arise in connection with their separate assets, business interests, liabilities, etc. by virtue of their relationship

17. **TAX & LEGAL ADVICE**: The parties acknowledge that they are aware of their right to seek independent tax advice and to retain their own Certified Public Accountant, tax attorney or tax advisor, with respect to the tax implications of this Agreement, prior to signing this Agreement.

18. **FULL AND FAIR DISCLOSURE**: The parties acknowledge that they have diligently negotiated this Agreement after many hours of negotiations and consultations; that they have each made legally sufficient disclosure to the other of their respective net worth, income (from employment and all other sources) and finances, relying on the other's financial affidavit and representations in executing this Agreement, since they each waived mandatory disclosure. Each party has a general and approximate knowledge as to the other party’s financial circumstances as to freely and voluntarily enter into this Agreement with informed consent. Each party has voluntarily chosen to not conduct further discovery into each of the parties’ respective financial circumstances despite being aware of their right to do so prior to signing this Agreement. The parties are satisfied regarding the financial disclosures that have been provided and the discovery that has been conducted. The parties acknowledge that the Agreement is fair and equitable. The Petitioner and Respondent each acknowledge their ability to comply with the terms of this Agreement. If an undisclosed marital asset is discovered, it will be divided equally between the parties. Lack of additional discovery, absent a finding of fraud, shall not merit the setting aside of this Agreement.

19. **FULL SETTLEMENT/PAROLE EVIDENCE**: This Agreement serves as a full and final settlement of all issues in this case. It includes their entire understanding. No oral statement or prior written matter extrinsic to this Agreement will have any force or effect; the parties are not relying upon, and specifically herein repudiate, any representation other than those expressly herein set forth. All prior agreements between the parties, whether written or oral, are hereby revoked and held for naught.

20. **MEDIATION**: The parties agree that if any disputes or questions as to interpretation of this Agreement arise in the future, they will first attempt to resolve their disputes through mediation before resorting to litigation, however, the parties agree that mediation will not be a prerequisite to filing declaratory, enforcement &/or modification proceedings.

21. **NON-WAIVER**: The failure of any party to insist in any one or more instances upon the strict performance of one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment of the future rights to enforce any such terms or provisions or any other provisions of this Agreement and the same shall continue in full force and effect.

22. **MODIFICATION**: No modification, waiver or relinquishment shall be deemed to have been made by the parties unless done so in writing and executed by both Parties with the same formalities as this Agreement or by Court Order.

23. **NO LEGAL ADVICE**: The parties chose to amicably resolve their matter. The Quick Divorce, Inc. did not assist me in the completion of any of the forms submitted with this agreement. We were not provided legal nor tax advice regarding the terms of this Agreement nor was any opinion rendered as to the applicability or validity of these terms in any manner. **I consent and fully understand that the fact that Carolan Family Law Firm, PA entered a Limited Notice of Appearance for the sole purposes of initiating and electronically creates an attorney-client relationship as to the electronic filing only and privilege but not beyond that.** I understand that this action was taken in a routine manner out of necessity. I confirm that no legal advice was given by any attorney or staff employed by The Quick Divorce, Inc. or Carolan Family Law Firm, PA that would create any liability whatsoever in connection with this case. We entered into these terms out of our volition with the understanding that we could have retained separate counsel. The parties hold The Quick Divorce, Inc. and Carolan Family Law Firm, PA harmless and indemnify Law Firm from any liability associated with these proceedings, including attorney fees and costs.

24. **GLOBAL PANDEMIC/MAJOR WEATHER EVENT**: The parties agree that in the event of a global pandemic/major weather event they shall continue to follow the timesharing arrangement included in the Parenting Plan.

25. **EFFECTIVE DATE:** The effective date shall be the later of the two dates signed by the parties.

26. **ELECTRONIC SIGNATURES:** The parties have chosen to enter into this agreement, validate this agreement and affirm their consent by signing electronically. The parties warrant that they will not attempt to set aside this agreement on the basis that it is electronically signed.

**THE PARTIES AFFIX THEIR ELECTRONIC SIGNATURE TO VALIDATE THE TERMS OF THIS AGREEMENT AND AFFIRM THEIR CONSENT ON**:

\_${date}\_\_\_\_\_ \_\_${date}\_\_\_\_\_

(pet)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (res)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Petitioner Respondent

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