INFORMATION FOR TENANT EVICTIONS



Clay County Clerk of Court and Comptroller, Tara S. Green

IMPORTANT INFORMATION

THIS INFORMATION IS MEANT TO BE A GUIDE TO TENANT EVICTIONS IN CLAY COUNTY, FLORIDA. IT IS NOT LEGAL ADVICE AND SHOULD NOT BE LOOKED UPON AS SUCH. ANY PERSONS SEEKING LEGAL ADVICE SHOULD CONSULT AN ATTORNEY

FOR GENERAL INFORMATION:

www.clayclerk.com

CASE SEARCHES FOR CLAY COUNTY:

www.clayclerk.com/courtrecords

FOR MORE INFORMATION

LANDLORD AND TENANTS – CHAPTER 83 SMALL CLAIMS – CHAPTER 34 GARNISHMENTS – CHAPTER 77 UNLAWFUL DETAINER – CHAPTER 82

TO DETERMINE THE "REGISTERED AGENT" FOR A BUSINESS

www.Sunbiz.org

ADDITIONAL USEFUL INFORMATION

www.floridalawhelp.org www.floridabar.org JAX Legal Aid – Clay County Office (904) 284-8410

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EVICTION CASES – GENERAL INFORMATION

Count I and Count II

Definitions:

- Plaintiff(s) The Landlord(s) or Property Owner(s)
- Defendant(s) The Tenant(s) or Resident(s)
- Self-Representation Litigants or Parties representing themselves in court without the assistance of an attorney.
- Count I Count for Eviction/Possession of the Property
- Count II Count for Damages/Past Due Rent
- Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance.
- Examples of noncompliance which are of a nature that the tenant should be given an opportunity to cure include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary.

Filing the Eviction with the Court

The complete packet of forms required to file an Eviction in Clay County, Florida, is available at the Clerk's Office, Room 1049; and our satellite locations for a \$3.00 fee, or online for free at www.clayclerk.com

Forms to open the case

- REQUIRED
 - o Eviction Compliant
 - o Plaintiff's Statement
 - o Copy of Notice to Tenant that was served
 - (this notice should have been completed and served prior to filing the case and the allotted time must have already expired)

OPTIONAL

- o Lease, current or expired
- o Any other documents you wish to file (Optional)
 - (i.e. correspondence, photos, text messages, etc.)

All fees are due upon filing and opening the case:

- Clerk's Eviction Filing Fee:
 - o \$185.00
- Clerk's Summons Fee:
 - o \$10.00 per Defendant
- Sheriff's Office Service of Summons Fee:
 - o \$40.00 per Defendant, to be Served
 - ** Clay County Sheriff's Office fees are paid separately from Clerk's fees. Please bring Money Order, Cashier's Check, Certified Check, or Case. Make the form of payment payable to Clay County Sheriff's Office.
 - o Copies
 - \$0.15 per page if required copies are not provided at the time of filing
 - o If you are not the Legal Property Owner:
 - You will need to obtain a "Letter of Authorization" from the Property Owner giving you permission to conduct business on their behalf (i.e. filing of the case)

Evictions:

Please be advised that from the time of the Eviction case is opened until the Final Judgment is received the process could take approximately 30 days. However, each case is handled individually so some cases may take less time, whereas some cases can take longer to resolve (i.e. if Count II is being pursued). To guarantee prompt filing of your case, you must supply 1 original of all the documents filed plus 2 copies per defendant and an additional set for us to return to you with the copies of the summons for us to give to you for your records.

Evictions Process:

Once the Eviction Case is filed, the Clerk will prepare an Evictions Summons for Pro Se Landlords to be served on the Tenant. The Eviction Summons may be served by the Clay County Sheriff's Office, or by a private Process Server if there is an appropriate court order. Upon official service by the Sheriff's Office or the Process Server the Tenant will have five (5) business days to respond to the eviction portion of the complaint. The Tenant is instructed to file their original answer to the Clerk and mail or hand deliver a copy to the Plaintiff. **NOTE: Evictions (Count I) may be posted or served on the person.**

- If an answer and/or rent monies are deposited into the Clerk's Court Registry during the five (5) business days (not including the day of service), the Clerk will notify the Judge. The Judge may issue a Final Judgment; set a hearing; or set a hearing requiring the Defendant(s) to place monies into the court registry by a certain time/date in order to actually hold the hearing that was set. If the Defendant does not comply with the Order requiring monies into the registry, it will cancel any hearing that was set; and the Judge will sign a Final Judgment of Eviction, without any further action required by the Plaintiff.
- If an answer is not filed within the five (5) business days, the Plaintiff will need to file a Motion for Default and a Non-Military Affidavit. Upon receipt of these documents, the Clerk will forward the file to the Judge. The Judge may set the case for a hearing (with or without an Order to deposit monies into the registry, as described above) or grant a Final Judgment and the Plaintiff possession of the property. If the Judge grants the Plaintiff possession of the property upon the payment of the Sheriff's fee, the Clerk will issue a Writ of Possession for the Sheriff to serve. The Sheriff's Office fee for the Service of the Writ of Possession Fee will be \$90.00. You may prepay this fee when filing the Motion for Default/Default and Non-Military Affidavit.**

** Please bring cash or money order, or cashier's check certified check, and make payable directly to the Clay County Sheriff's Office.

If Count II is being pursued

If the plaintiff is seeking rent/damages and the defendants have been served, they will have twenty (20) days to respond to Count II. **NOTE: Count II (damages) of the complaint must be served personally on the defendant(s) and will not be considered served if only Count I (the eviction notice) was posted.** If the defendant responds to Count I of the complaint a decision will be made by the assigned judge; whether they will set a hearing for both counts at once, or to address count II as a separate hearing. All parties will be required to attend any hearings. As the Plaintiff, if you do not attend pretrial, your case may be dismissed. If the defendant is not served properly as to Count II, the plaintiff will not be required to attend a pretrial conference and the plaintiff will have to apply for a new summons and pay the appropriate fees to further pursue a money judgment.

Judgments

The Court does not collect the Judgment on the Plaintiff's behalf. A Post Judgment Packet may be obtained from the Clerk's Office which provides guidance on how to collect on the Judgment.

<u>Settlement</u>
If the Plaintiff and other Defendant(s) reach a settlement the Clerk's Office must be notified in writing.

THREE DAY NOTICE FOR NON-PAYMENT OF RENT

A three-day notice must list every adult living on the premises along with the proper address of the property. If names are unknown, they may be listed as unknown tenants. The three-day notice gives the tenant(s) an option to pay up or vacate the premises. The amount stated on the notice can only include back rent. No late fees or damages may be added. The tenant(s) must be given three full working days (excluding weekends, holidays, and date of service) and this must be stated on the notice in the "on or before date" section. The notice MUST be signed and dated to show the courts when service was made and specified as to the "type" of service. This would be either by personal delivery or posting on premises. This will determine the validity of the three-day notice and further actions by the Court.

Contact the Civil Law Department at (904) 269-6363 if you have any questions regarding this form

THREE DA	Y NOTICE – DEMANI	D FOR PAYMENT OF RENT OR POSSESSION
		d to me in the sum of \$ for the rent and
		, and that I demand payment for the above rent or possession
-	, , , , , , , , , , , , , , , , , , , ,	ding Saturdays, Sundays, and legal holidays) from the date of
•	•	or delivery of possession of the premises must be done on or
before the	day of	, 20
		LANDLORD
		Address
		Telephone
	day of on premises in the abser	, 20 By \square Personal Delivery nce of the tenant(s).

NOTE: The amount demanded is or rent only. It does not include interest, late charges, or any other fee or amount which may be due under the lease.

NOTICE TO TERMINATE TENANCY AT WILL (15 DAYS AND 7 DAY NOTICES)

A notice to terminate tenancy at will (15 days notice to vacate) is used when a landlord wishes to terminate a monthly rental. The landlord is not required to give a specific reason when this notice is served. Tenants must be given a 15 day notice AT LEAST "15 days prior to when rent is due again," excluding date of service. Notice must be signed, dated and given a specific date to vacate.

A notice to terminate tenancy at will (7 days notice to vacate) is used when a landlord wishes to terminate a weekly tenancy. The landlord is not required to give a specific reason when this notice is served. Tenants must be given a 7 day notice AT LEAST "7 days prior to when rent is due again," excluding the date of service. Notice must be signed, dated and given a specific date to vacate.

For further information about the appropriate amount of time to give notice to the tenant(s) refer to Florida Statute 83.57.

Contact the Civil Law Department at (904) 269-6363 if you have any questions regarding this form.

NOTICE OF TERMINATION OF TENANCY AT WILL

TO:				
YOU ARE HEREBY	NOTIFIED TO QU	IT AND VAC	CATE THE PREM	ISES DESCRIBED AS:
on or before the	_ day of		, 20	
This notice is given und	er and by authority o	f Section 83.5	7, Florida Statute. T	he tenancy under which you
have been occupying ar	nd using the said desc	cribed premise	es as of the date show	vn above. Dated at
	, this	day of		, 20
		(OWNER/AGENT SI	GNATURE
			Address	
		- - -	Telephone	
This NOTICE served or		day of	•	, 20, at very \Box posting a copy on
nremises in the absence			-	

SEVEN DAY NOTICE OF NON-COMPLIANCE WITH AN OPPORTUNITY TO CURE

When there is a lease agreement, a 7 day notice of non-compliance may be given to tenants who have failed to comply with the provisions of the lease. The notice must list each adult involved along with the correct address of the premises. All reasons for non-compliance MUST be listed. If the non-compliance CAN be corrected the tenant must be given the option to either correct the problem or vacate.

Contact the Civil Law Department at (904) 269-6363 if you have any questions regarding this form.

You are hereby advised that you have seven (7) days from the delivery problem into compliance or vacate the premises. This action is taken because o above.	
Dear: YOU ARE HEREBY NOTIFIED THAT YOU ARE NOT COMPLYING WITH You are hereby advised that you have seven (7) days from the delivery problem into compliance or vacate the premises. This action is taken because o above.	
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above.	of this letter to bring the
	_
	•
LANDLORD/AGENT	SIGNATURE
Address	
Address	
Telephone	
Served this day of, 20 by \square posting a copy on premises in absence of tenant.	1.1.1

SEVEN DAY NOTICE OF NON-COMPLIANCE WITHOUT AN OPPORTUNITY TO CURE

Where there is a lease agreement a seven (7) day notice of non-compliance may be given to tenants who have failed to comply with the provisions of the lease. The notice must list each above adult involved in the case along with the correct address of the premises. All reasons for non-compliance must be listed. The notice must signed, dated, and given a specific date to vacate if the non-compliance cannot be corrected.

Contact the Civil Law Department at (904) 269-6363 if you have any questions regarding this form

TO:	
SEVEN DAY NOTICE FOR	NON-COMPLIANCE (WITH NO OPPORTUNITY TO CURE)
Dear:	
YOU ARE HEREBY NOTIFIED T	THAT YOU ARE NOT COMPLYING WITH YOUR LEASE IN THAT
You are hereby advised th	nat your lease is terminated effective immediately. You have seven (7)
days from the delivery of this let compliance listed above.	ter to vacate the premises. This action is taken because of the non-
	LANDLORD/AGENT SIGNATURE
	Address
	Telephone
Served this day of	, 20 by \square personal delivery
\Box posting a copy on premises in	absence of tenant

INSTRUCTIONS FOR EVICTION COMPLAINT

A complaint consists of count I and count II. Count I is for the eviction process only (for possession of the property). Count II is completed when filing for lost rent, damages, etc. These can be filed at the same time but are issued a separate summons. If you file for count II when filing the Eviction, a pre-trial date will be set, and you will need to appear at that time along with the defendant for the Judge to hear your case. This date is set far enough in advance so that count I may be completed. The amounts in count II can be amended if need be after possession of the property is obtained, and additional damages are assessed. Once possession is obtained, the landlord may also dismiss count II if so desired

*If you file for count I only, there will be NO pre-trial scheduled. If damages are assessed, and count II wasn't filed at the initial filing of the Eviction, then a Small Claims case will need to be filed as a separate case.

Contact the Civil Law Department by phone at (904) 284/269-6363 if you have any questions regarding completing this form.



	CASE NO.:
DI A D'IMPE	DIVISION:
PLAINTIFF	
	<u> </u>
DEFENDANT	
	ION COMPLAINT
	COUNT I
	om real property in Clay County, Florida.
2. Plaintiff is the owner of the following	ing described real property in Clay County, Florida.
	a rental agreement between the parties.
The lease started on	
IF THERE IS A RENTAL AGREEM	MENT, A COPY MUST BE ATTACHED HEREIN.
	LED BECAUSE OF NONPAYMENT IN RENT:
	The amount due was:
	Served Defendant with a notice on
1 •	The property, but Defendant refuses to do either.
A COPY OF THE NOTICE MUST	
	FOR A REASON OTHER THAN NONPAYMENT
OF RENT:	C1 1
6. State the reason the eviction is being	ng filed.
-	
7. Yes No Plaintiff	Served Defendant with a notice on
to surrender possession of the prop	
A COPY OF THE NOTICE MUST	· ·

WHEREFORE, Plaintiff demands judgment for possession of said property.

COUNT II

1.	This is an action for damage	
2. Plaintiff is seeking to recover from Defendant unpaid rent in the amount		Defendant unpaid rent in the amount of
	for th	perty described above for the period of
	through	
3.	Plaintiff seeks \$	damages to the property.
		D TO PROVE DAMAGES AT THE TIME COUNT
1 \	WO IS HEARD.	
W	HEREFORE Plaintiff deman	gment in the sum of
**]	TILKLI OKL, I lamuiii deman	gment in the sum of
		Plaintiff
		Phone
		Email
ease	e provide contact informatio	the Defendant if you have it.
one	Number_	
	Address	
1411	1 1441 000	

ACCURATE COMPLETION OF THIS STATEMENT IS NECESSARY SO THAT THE CLERK CAN ASSIST YOU IN THE PREPARATION OF YOUR CLAIM

PLAINTIFF'S STATEMENT

Name of Pla	intiff:
Address of I	Plaintiff:
	umber: Email Address:
Amount of C	Claim \$
This claim i	is for: (Check the box that applies to your claim)
	vare, and merchandise sold by the Plaintiff(s) to the Defendant(s);
	ne and materials furnished by the Plaintiff(s) to the Defendant(s);
	paned by the Plaintiff(s) to the Defendant(s);
•	ue to the Plaintiff(s) upon accounts stated and agreed to between them;
•	tten instrument, copy of which is attached hereto;
	certain premises in Clay County, Florida;
	xplain)
	tional facts in connection with any of the above:
□ Any addi	tional facts in connection with any of the above:
Date when a	lleged debt or contract was incurred or damages occurred
	alleged debt or contract was incurred or damage occurred
If the defend	$lant(s)$ is an individual, is he/she in the military service? \square Yes \square No
If the defend	lant(s) is not in the military service, are you prepared at this time to swear under oath to the
fact? ☐ Yes	□No
NOTE:	(A) If you are suing an individual, give their full name
	(B) If you are suing a business firm, give the firm name and the name of the owner
	(C) If you are suing a partnership, you must name all of the partners
	(D) If you are suing a corporation, give its full name, state where it is incorporated, and
	names and addresses of its officers (President, Vice President, Secretary, and Treasurer)
	(E) If your suit arises as a result of an automobile accident, you may name the driver, and
	also the registered owner of the vehicle.
	(F) If you are unable to determine which of the above applies to your case, please see the Clerk.
My Claim is	against (Name and Address of Defendant(s))
Wiy Claim is	against (Name and Address of Defendant(s))
	Plaintiff(s) or Agent
	rammy, or Agent

INSTRUCTIONS FOR AFFIDAVIT OF NON-MILITARY

An Affidavit of Non-Military is a sworn statement stating that you know the Defendant(s) are not currently serving in the military to the best of your knowledge. Without the Non-Military Affidavit, the Judge will not accept the default. **You may not enter a default against a person in the military.** If a Defendant is in the military, you must file a motion to the courts asking the Judge to appoint an Attorney Ad-Litem. This is an attorney who will appear on behalf of the person who is in the military. If not in the military, you need to state where the Defendant(s) is employed or what type of work they perform.

Contact the Civil Law Department by phone at (904) 284/269-6363 if you have any questions regarding completing this form.



Plaintiff,	CASE NO.:
Vs.	DIVISION:
Defendant(s)	<u> </u>
Defendant(s)	/
A FEIDANIT OF	NON MILITARY SERVICE
AFFIDAVII OF	NON-MILITARY SERVICE
STATE OF FLORIDA	
COUNTY OF CLAY	
Before me personally appeared the unders	igned, and, who being by me first duly sworn, deposed
	r the plaintiff in the within Statement of Claim; that
	is not now in the military service of
the United States of America; and that the	defendant is employed as follows:
	PLAINTIFF
STATE OF FLORIDA	
COUNTY OF CLAY	
Before me this day personally appeared	
who being duly sworn, deposes and says the	nat the allegations contained therein are true.
	NOTE DAY BY DAY OF DEPART OF DRAY
	NOTARY PUBLIC/DEPUTY CLERK
	Sworn to and subscribed before me this
	Day of
	FL DL#
	Personally known to me
	i discharij mic wii to me

Plaintiff,	CASE NO.:
vs.	DIVISION:
Defendant(s)	
<u>MOTI</u>	ON FOR DEFAULT
Plaintiff(s) moves for entry of a D	efault by the Clerk against the Defendant(s),
for failure to serve any paper on the under	rsigned or file any paper as required by law.
	or other pleading of the Defendant(s) in the above styled f(s) or his/her Attorney, to the time of filing the above

Plaintiff,	CASE NO.:
vs.	DIVISION:
Defendant(s)	
	/
	DEFAULT
A Default is entered in this acti	ion against the Defendant(s) named in the foregoing Motion
for failure to serve or file any paper as	required by law.
Dated:	
	DEPUTY CLERK
	TARA S. GREEN
	CLERK OF THE CIRCUIT COURT

Plaintiff,	CASE NO.: DIVISION:
VS.	DIVISION.
Defendant(s)	
NOT	ICE OF DISMISSAL
TO:	
	es this action pursuant to Rules of Civil Procedure 1.420(a)
	PLAINTIFF
<u>CERTI</u>	IFICATE OF SERVICE
I hereby certify that a copy of the forego	ing has been furnished to
at	
by U.S. Mail this day of	

	_,
Petitioner(s), vs.	CASE NO.: DIVISION:
Respondent(s).	
NOTICE OF CONFIDENTIAL IN	FORMATION WITHIN COURT FILING
Pursuant to Florida Rule of Judicial Adminis	stration 2.420(d)(2), I hereby certify:
Rule 2.420(d)(1)(B) and that: (a) The title/type of document is (b) The entire document is confi	containing confidential information as described in , and: idential, or a within the document is precisely located at:
OR	
described in Rule 2.420(d)(1)(B), but a Nowas not filed with the document and the confidential by the clerk of the court. I her sis located as follows: (a) Title/Type of document: (b) Date of filing (if known):	
(c) Date of document:	
(d) Docket entry number:(e) Entire document is confidential, or	
	rmation in document:
	Filer's Signature

CERTIFICATE OF SERVICE

IHE	EBY CERTIFY that a copy of	t the foregoing was furnished by email	delivery
	mail fax on:		,
on	day of	, 20	
		Signature	
		Address:	
		Phone:	
		Florida Bar No. (if applicable):	
		Email Address:	

Note: The clerk of court shall review filings identified as containing confidential information to determine whether the information is facially subject to confidentiality under Rule 2.420(d)(1)(B). The clerk shall notify the filer in writing within 5 days if the clerk determines that the information is NOT subject to confidentiality. Unless a motion is filed pursuant to Florida Rule of Judicial Administration 2.420(d)(3), the records shall not be held as confidential for more than 10 days.

	Datition or (a)	, CASE NO.:				
VS.	Petitioner(s),	DIVISION:				
	Respondent(s).	.,				
МОТ	ION TO DETERMINE THE CONF	TIDENTIALITY OF TRIAL COURT RECORDS				
11101		s/her attorney, moves the Court pursuant to Florida				
Rule o a.	f Judicial Administration 2.420 for an	order determining the confidentiality of court records. In written notice of the subject motion to all affected				
α.	non-parties	, and				
	described the confidential informat	The notice identified this case by docket number; ion with as much specificity as possible, without n, including the "precise location" of the information				
	in the file/record; and advised that i material will not be treated as confident	f the motion is denied by the court then the subject				
b.		of a record that the movant seeks to have determined				
	as confidential are:					
c.	The movant seeks an order sealing that apply]	ne following information relative to this case: [Select				
	The party's name on the progress docket					
	Particular documents within	the court file, specifically				
	the entire court file, but not the	he progress docket				
	the entire court file and the p	rogress docket				
d.	The legal basis for determining the co	ourt records to be confidential is:				
e.		plicable legal standards for determining such court				
f.	[For rule 2.420(c)(9) motions] Confi	dentiality of				
	is required to protect the following in	terests(s): [Select any/all that apply]				

1. Preventing a serious and imminent threat to the fair, impartial, and orderly administration of justice, specifically:
2. A trade secret.
3. A compelling government interest, specifically:
4. Obtaining evidence to determine the legal issues in a case;
5. Avoiding substantial injury to innocent third parties, specifically:
6. Avoiding substantial injury to a party by the disclosure of matters protected by a common law or privacy right not generally inherent in this type of proceeding, specifically:
7. Complying with established public policy set forth in the Florida or United States Constitution or statutes of Florida rules or case law, specifically:
There is no less restrictive measure available to protect this/these interest(s), and the degree duration and manner of confidentiality ordered herein are no broader than necessary to protect the interest(s).
erefore, the undersigned REQUESTS that:
Court this motion for a hearing.
Court finds that documents are confidential and for the Court
eal the following materials related to this matter and to keep such materials from public
ess: [select all that apply]
1. The party's name on the progress docket and in the case style. On the public progress docket, the Clerk of the Circuit Court shall substitute the following for the party's name:
2. The following documents within the court file:
However, the file and progress docket shall otherwise remain available to the public subject to any substitution of a party's name set forth above.
3. The entire court file. However, the progress docket shall remain open to the public subject to any substitution of a party's name set forth above.
4. The entire court file and the progress docket shall not be available on any public information system. However, the case number shall remain public.

Submitted and filed on hereby certify that a copy of the foreg		 e-mail	U.S.	Mail
personal service on	to:			
	Party/Attorn	ney's Signatur	e	
	•	ney's Signatur		
	Attorney Na			
	Attorney Na Florida Bar	nme No		
	Attorney Na Florida Bar Address	ame		

CASE NO.:
DIVISION:
/
OF E-MAIL ADDRESS BY A PARTY NOT
ESENTED BY AN ATTORNEY
General Practice and Judicial Administration 2.516(b)(1)(c),
, designate the e-mail address(es) below for electronic this case.
am authorizing the court, clerk of court, and all parties to send
ts, motions, pleadings, or other written communications to me
ts E-filing Portal.
ep the clerk's office and the opposing party or parties notified
and that all copies of notices, orders, judgments, motions
nications in this case will be served at the e-mail address(es) or
ignated e-mail address)
esignated e-mail address(es), if any)
ate of Service on the following page)
t i

CERTIFICATE OF SERVICE

	I HEREBY CERTIFY that a copy hereof has been furnished by			E-mail		U.S.			
mail	Hand-delivered	l to	the	Clay	County	Clerk	of	Courts	and
									,
		,	-	ties name/					
this _	day of			, 20	·				
				Si	gnature				
				Pr	inted name				
				E-	mail addres	SS			
				A	ddress				
				710					
				Ph	one numbe	r			
				111	ione numbe	1			