

KEEP YOUR WORD

A Court May Insist You Do

By K. Dean Kantaras

A MAN IS ONLY AS GOOD AS his word." We all remember that adage, and most of us believe it to be true.

A man's word, contracts, or agreements have been the basis of the law and have defined relationships between people since our earliest days. In prehistoric times, stones, spears and maces were used to resolve disputes between various parties. But, eventually, as civilization advanced, disputes were settled by laws developed by legislatures and interpreted by courts through either judges or juries.

Today, contracts are as much a part of family law and relationships between spouses, spouses-to-be and unmarried people living together as they are in the business world. In reality, both types of agreements are very similar. Business agreements routinely require the performance of services in exchange for compensation. In the sports world, for example, some athletes are signed to what are known as personal services contracts. The athlete is, essentially, under contract to the owner of the team to perform services to play (whatever sport may be involved). In return, the athlete is paid for his or her personal services.

Similarly, individuals may enter into family agreements, both written and oral, to perform services for which they will be compensated by the other party to the contract.

Such agreements may be between people not yet married, but about to be, and are called premarital (antenuptial) agreements, or they may be agreements between married couples that are referred to as post marital agreements or marital settlement agreements, or they may be contracts between people who intend to live together, but do not intend to marry for a variety of reasons.



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In Florida, as in most states, contracts for the performance of sexual services are illegal and will not be enforced. Likewise, contracts agreeing to marry are also not enforceable. However, let's start with agreements between individuals who do not intend to, or cannot, be married may very well be binding and enforceable, even if entered into by partners in alternative lifestyle relationships. Although Florida prohibits gay marriage, it does not prohibit agreements between gay couples. One appellate court ruled in 1997 in a case involving a lesbian couple, "even though the contract was couched in terms of a personal services contract, it was intended to be much more. It was a nuptial agreement entered into by two parties that the state prohibits from marrying...but it has not prohibited this type of agreement." In this particular case,

the written agreement was for one of these parties to quit her job and move with the other party to another part of Florida in return for a promise of support. After support was stopped, a suit was instituted. A court enforced the agreement and required that the support be paid, even though the parties no longer lived together.

The Second District Court of Appeal, the court that considers appeals from the Tampa Bay area, has upheld and enforced an oral contract for support. In that case, a man and woman who were soon to be parents were involved. The father agreed to support the mother during her pregnancy if she would quit her job. She did, and he didn't. The court ruled that the agreement was legal and upheld the agreement.

The point of the last example is that you should be very careful of what you say, even if it is just a casual conversation, as it may be interpreted as an oral agreement. And, certainly, if you agree to do something in writing that meets the requirements of a legal contract, be prepared to keep your word, or a court may order you to do so. Your word is your bond, whether you may want it to be or not. ■■■

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