

1 respect to warranty obligations; providing
2 requirements for compensation of the dealer;
3 authorizing warranty audits by the warrantor;
4 requiring cause for denial of compensation;
5 providing for disposition of warranty claims;
6 prohibiting certain acts by the warrantor and
7 the dealer; requiring notice of certain pending
8 suits; creating s. 320.3208, F.S.; providing
9 for inspection and rejection of a recreational
10 vehicle upon delivery to a dealer; creating s.
11 320.3209, F.S.; prohibiting a manufacturer or
12 distributor from coercing a dealer to perform
13 certain acts; creating s. 320.3210, F.S.;
14 providing for resolution when a dealer,
15 manufacturer, distributor, or warrantor is
16 injured by another party's violation;
17 authorizing civil action; providing for
18 mediation; providing for remedies; creating s.
19 320.3211, F.S.; providing administrative and
20 criminal penalties for violations; providing
21 for an administrative hearing to contest a
22 penalty imposed by the department; amending s.
23 320.8225, F.S.; providing licensure
24 requirements for distributors and importers;
25 providing for severability; providing an
26 effective date.

27
28 Be It Enacted by the Legislature of the State of Florida:

29
30 Section 1. Section 320.3201, Florida Statutes, is
31 created to read:

1 320.3201 Legislative intent.--

2 (1) It is the intent of the Legislature to protect the
3 public health, safety, and welfare of the residents of the
4 state by regulating the relationship between recreational
5 vehicle dealers and manufacturers, maintaining competition,
6 and providing consumer protection and fair trade.

7 (2) It is the intent of the Legislature that ss.
8 320.3201-320.3211 be applied to manufacturer/dealer agreements
9 entered into on or after October 1, 2007.

10 Section 2. Section 320.3202, Florida Statutes, is
11 created to read:

12 320.3202 Definitions.--As used in ss.

13 320.3201-320.3211, the term:

14 (1) "Area of sales responsibility" means the
15 geographical area agreed to by the dealer and the manufacturer
16 in the manufacturer/dealer agreement within which the dealer
17 has the exclusive right to display or sell the manufacturer's
18 new recreational vehicles of a particular line-make.

19 (2) "Dealer" means any person, firm, corporation, or
20 business entity licensed or required to be licensed under s.
21 320.771.

22 (3) "Distributor" means any person, firm, corporation,
23 or business entity that purchases new recreational vehicles
24 for resale to dealers.

25 (4) "Factory campaign" means an effort on the part of
26 a warrantor to contact recreational vehicle owners or dealers
27 in order to address a part or equipment issue.

28 (5) "Family member" means a spouse, child, grandchild,
29 parent, sibling, niece, or nephew, or the spouse thereof.

30 (6) "Line-make" means a specific series of
31 recreational vehicle products that:

1 (a) Are identified by a common series trade name or
2 trademark;

3 (b) Are targeted to a particular market segment, as
4 determined by their decor, features, equipment, size, weight,
5 and price range;

6 (c) Have lengths and interior floor plans that
7 distinguish the recreational vehicles from other recreational
8 vehicles with substantially the same decor, equipment,
9 features, price, and weight; and

10 (d) Belong to a single, distinct classification of
11 recreational vehicle product type having a substantial degree
12 of commonality in the construction of the chassis, frame, and
13 body.

14 (7) "Manufacturer" means any person, firm,
15 corporation, or business entity that engages in the
16 manufacturing of recreational vehicles.

17 (8) "Manufacturer/dealer agreement" means a written
18 agreement or contract entered into between a manufacturer and
19 a dealer that fixes the rights and responsibilities of the
20 parties and pursuant to which the dealer sells new
21 recreational vehicles.

22 (9) "Proprietary part" means any part manufactured by
23 or for and sold exclusively by the manufacturer.

24 (10) "Recreational vehicle" means the category of
25 motor vehicle described in s. 320.01(1)(b).

26 (11) "Transient customer" means a customer who is
27 temporarily traveling through a dealer's area of sales
28 responsibility.

29 (12) "Warrantor" means any person, firm, corporation,
30 or business entity that gives a warranty in connection with a
31 new recreational vehicle or parts, accessories, or components

1 thereof. The term does not include service contracts,
2 mechanical or other insurance, or extended warranties sold for
3 separate consideration by a dealer or other person not
4 controlled by a manufacturer.

5 Section 3. Section 320.3203, Florida Statutes, is
6 created to read:

7 320.3203 Requirement for a written manufacturer/dealer
8 agreement; area of sales responsibility.--

9 (1) A manufacturer or distributor may not sell a
10 recreational vehicle in this state to or through a dealer
11 without having first entered into a manufacturer/dealer
12 agreement with a dealer which has been signed by both parties.

13 (2) The manufacturer shall designate the area of sales
14 responsibility exclusively assigned to a dealer in the
15 manufacturer/dealer agreement and may not change such area or
16 contract with another dealer for sale of the same line-make in
17 the designated area during the duration of the agreement.

18 (3) The area of sales responsibility may not be
19 reviewed or changed until 1 year after the execution of the
20 manufacturer/dealer agreement.

21 (4) A motor vehicle dealer may not sell a new
22 recreational vehicle in this state without having first
23 entered into a manufacturer/dealer agreement with a
24 manufacturer or distributor and may not sell outside of the
25 area of sales responsibility designated in the agreement.

26 (5) Notwithstanding subsection (4), a dealer may sell
27 outside of its designated area of sales responsibility if the
28 dealer obtains a supplemental license pursuant to s.
29 320.771(7) and meets any one of the following conditions:

30 (a) For sales of the same line-make within another
31 dealer's designated area of sales responsibility, the dealer

1 must obtain in advance of the off-premise sale a written
2 agreement signed by the dealer, the manufacturer of the
3 recreational vehicles to be sold at the off-premise sale, and
4 the dealer in whose designated area of sales responsibility
5 the off-premise sale will occur which:

6 1. Designates the line-make of the recreational
7 vehicles to be sold;

8 2. Sets forth the time period for the off-premise
9 sale; and

10 3. Affirmatively authorizes the sale of the same
11 line-make of the recreational vehicles.

12 (b) The off-premise sale is not located within any
13 dealer's designated area of sales responsibility and is in
14 conjunction with a public vehicle show.

15 (c) The off-premise sale is in conjunction with a
16 public vehicle show in which more than 35 dealers are
17 participating and the show is predominantly funded by
18 manufacturers. For the purposes of this subsection, the term
19 "public vehicle show" means an event sponsored by an
20 organization approved under s. 501(c)(6) of the Internal
21 Revenue Code which has the purpose of promoting the welfare of
22 the recreational vehicle industry and is located at a site
23 that:

24 1. Will be used to display and sell recreational
25 vehicles;

26 2. Is not used for off-premise sales for more than 10
27 days in a calendar year; and

28 3. Is not the location set forth on any dealer's
29 license as its place of business.

30 Section 4. Section 320.3205, Florida Statutes, is
31 created to read:

1 320.3205 Termination, cancellation, and nonrenewal of
2 a manufacturer/dealer agreement.--

3 (1) A manufacturer or distributor, directly or through
4 any officer, agent, or employee, may not terminate, cancel, or
5 fail to renew a manufacturer/dealer agreement without good
6 cause, and, upon renewal, may not require additional inventory
7 stocking requirements or increased retail sales targets in
8 excess of the market growth in the dealer's area of sales
9 responsibility.

10 (a) The manufacturer or distributor has the burden of
11 showing good cause for terminating, canceling, or failing to
12 renew a manufacturer/dealer agreement with a dealer. For
13 purposes of determining whether there is good cause for the
14 proposed action, any of the following factors may be
15 considered:

16 1. The extent of the affected dealer's penetration in
17 the relevant market area.

18 2. The nature and extent of the dealer's investment in
19 its business.

20 3. The adequacy of the dealer's service facilities,
21 equipment, parts, supplies, and personnel.

22 4. The effect of the proposed action on the community.

23 5. The extent and quality of the dealer's service
24 under recreational vehicle warranties.

25 6. The failure to follow agreed-upon procedures or
26 standards related to the overall operation of the dealership.

27 7. The dealer's performance under the terms of its
28 manufacturer/dealer agreement.

29 (b) Except as otherwise provided in this section, a
30 manufacturer or distributor shall provide a dealer with at
31 least 120 days' prior written notice of termination,

1 cancellation, or nonrenewal of the manufacturer/dealer
2 agreement.

3 1. The notice must state all reasons for the proposed
4 termination, cancellation, or nonrenewal and must further
5 state that if, within 30 days following receipt of the notice,
6 the dealer provides to the manufacturer or distributor a
7 written notice of intent to cure all claimed deficiencies, the
8 dealer will then have 120 days following receipt of the notice
9 to rectify the deficiencies. If the deficiencies are rectified
10 within 120 days, the manufacturer's or distributor's notice is
11 voided. If the dealer fails to provide the notice of intent to
12 cure the deficiencies in the prescribed time period, the
13 termination, cancellation, or nonrenewal takes effect 30 days
14 after the dealer's receipt of the notice unless the dealer has
15 new and untitled inventory on hand that may be disposed of
16 pursuant to subsection (3).

17 2. The notice period may be reduced to 30 days if the
18 grounds for termination, cancellation, or nonrenewal are due
19 to:

20 a. A dealer or one of its owners being convicted of,
21 or entering a plea of nolo contendere to, a felony;

22 b. The abandonment or closing of the business
23 operations of the dealer for 10 consecutive business days
24 unless the closing is due to an act of God, strike, labor
25 difficulty, or other cause over which the dealer has no
26 control;

27 c. A significant misrepresentation by the dealer
28 materially affecting the business relationship; or

29 d. A suspension or revocation of the dealer's license,
30 or refusal to renew the dealer's license, by the department.

31

1 3. The notice provisions of this paragraph do not
2 apply if the reason for termination, cancellation, or
3 nonrenewal is insolvency, the occurrence of an assignment for
4 the benefit of creditors, or bankruptcy.

5 (2) A dealer may terminate, cancel, or not renew its
6 manufacturer/dealer agreement with a manufacturer or
7 distributor with or without cause at any time by giving 30
8 days' written notice to the manufacturer. If the termination,
9 cancellation, or nonrenewal is for cause, the dealer has the
10 burden of showing good cause. Any of the following items shall
11 be deemed good cause for the proposed action by a dealer:

12 (a) A manufacturer being convicted of, or entering a
13 plea of nolo contendere to, a felony.

14 (b) The business operations of the manufacturer have
15 been abandoned or closed for 10 consecutive business days,
16 unless the closing is due to an act of God, strike, labor
17 difficulty, or other cause over which the manufacturer has no
18 control.

19 (c) A significant misrepresentation by the
20 manufacturer materially affecting the business relationship.

21 (d) A material violation of ss. 320.3201-320.3211
22 which is not cured within 30 days after written notice by the
23 dealer.

24 (e) A declaration by the manufacturer of bankruptcy,
25 insolvency, or the occurrence of an assignment for the benefit
26 of creditors or bankruptcy.

27 (3) If the manufacturer/dealer agreement is
28 terminated, canceled, or not renewed by the manufacturer or
29 distributor without cause or by the dealer for cause, the
30 manufacturer shall, at the election of the dealer and within
31

1 45 days after termination, cancellation, or nonrenewal,
2 repurchase:
3 (a) All recreational vehicles that are classified as
4 "new" for titling purposes under s. 319.001(8), that were
5 acquired from the manufacturer or distributor, that have not
6 been used, except for demonstration purposes, and that have
7 not been altered or damaged, at 100 percent of the net invoice
8 cost, including transportation, less applicable rebates and
9 discounts to the dealer. If any of the vehicles repurchased is
10 damaged, the amount due to the dealer shall be reduced by the
11 cost to repair the damaged vehicle. Damage prior to delivery
12 to the dealer will not disqualify repurchase under this
13 subsection;
14 (b) All undamaged accessories and proprietary parts
15 sold to the dealer for resale within the 12 months prior to
16 termination, cancellation, or nonrenewal, if accompanied by
17 the original invoice, at 105 percent of the original net price
18 paid to the manufacturer or distributor to compensate the
19 dealer for handling, packing, and shipping the parts; and
20 (c) Any properly functioning diagnostic equipment,
21 special tools, current signage, and other equipment and
22 machinery at 100 percent of the dealer's net cost plus
23 freight, destination, delivery, and distribution charges and
24 sales taxes, if any, if it was purchased by the dealer within
25 5 years before termination, cancellation, or nonrenewal and
26 upon the manufacturer's or distributor's request and can no
27 longer be used in the normal course of the dealer's ongoing
28 business.
29
30 The manufacturer or distributor shall pay the dealer within 30
31 days after receipt of the returned items.

1 (4) When taking on an additional line-make of
2 recreational vehicle, a dealer shall notify in writing any
3 manufacturer with whom the dealer has a manufacturer/dealer
4 agreement of the same line-make at least 30 days prior to
5 entering into a manufacturer/dealer agreement with the
6 manufacturer of the additional line-make.

7 Section 5. Section 320.3206, Florida Statutes, is
8 created to read:

9 320.3206 Transfer of ownership; family succession.--

10 (1) If a dealer desires to make a change in ownership
11 by the sale of the business assets, stock transfer, or
12 otherwise, the dealer shall give the manufacturer or
13 distributor written notice at least 10 business days before
14 the closing, including all supporting documentation as may be
15 reasonably required by the manufacturer or distributor to
16 determine if an objection to the sale may be made. In the
17 absence of a breach by the selling dealer of its dealer
18 agreement or this chapter, the manufacturer or distributor
19 shall not object to the proposed change in ownership unless
20 the prospective transferee:

21 (a) Has previously been terminated by the manufacturer
22 for breach of its dealer agreement;

23 (b) Has been convicted of a felony or any crime of
24 fraud, deceit, or moral turpitude;

25 (c) Lacks any license required by law;

26 (d) Does not have an active line of credit sufficient
27 to purchase a manufacturer's product; or

28 (e) Has undergone in the last 10 years bankruptcy,
29 insolvency, a general assignment for the benefit of creditors,
30 or the appointment of a receiver, trustee, or conservator to
31 take possession of the transferee's business or property.

1 (2) If the manufacturer or distributor objects to a
2 proposed change of ownership, the manufacturer or distributor
3 shall give written notice of its reasons to the dealer within
4 7 business days after receipt of the dealer's notification and
5 complete documentation. The manufacturer or distributor has
6 the burden of proof with regard to its objection. If the
7 manufacturer or distributor does not give timely notice of its
8 objection, the change or sale shall be deemed approved.

9 (3)(a) It is unlawful for a manufacturer or
10 distributor to fail to provide a dealer an opportunity to
11 designate, in writing, a family member as a successor to the
12 dealership in the event of the death, incapacity, or
13 retirement of the dealer. It is unlawful to prevent or refuse
14 to honor the succession to a dealership by a family member of
15 the deceased, incapacitated, or retired dealer unless the
16 manufacturer or distributor has provided to the dealer written
17 notice of its objections within 30 days after receipt of the
18 dealer's modification of the dealer's succession plan. In the
19 absence of a breach of the dealer agreement, the manufacturer
20 may object to the succession for the following reasons only:

21 1. Conviction of the successor of a felony or any
22 crime of fraud, deceit, or moral turpitude;

23 2. Bankruptcy or insolvency of the successor during
24 the past 10 years;

25 3. Prior termination by the manufacturer of the
26 successor for breach of a dealer agreement;

27 4. The lack of an active line of credit for the
28 successor sufficient to purchase the manufacturer's product;
29 or

30 5. The lack of any license for the successor required
31 by law.

1 (b) The manufacturer or distributor has the burden of
2 proof regarding its objection. However, a family member may
3 not succeed to a dealership if the succession involves,
4 without the manufacturer's or distributor's consent, a
5 relocation of the business or an alteration of the terms and
6 conditions of the manufacturer/dealer agreement.

7 Section 6. Section 320.3207, Florida Statutes, is
8 created to read:

9 320.3207 Warranty obligations.--

10 (1) Each warrantor shall:

11 (a) Specify in writing to each of its dealer
12 obligations, if any, for preparation, delivery, and warranty
13 service on its products;

14 (b) Compensate the dealer for warranty service
15 required of the dealer by the warrantor; and

16 (c) Provide the dealer the schedule of compensation to
17 be paid and the time allowances for the performance of any
18 work and service.

19
20 The schedule of compensation must include reasonable
21 compensation for diagnostic work as well as warranty labor.

22 (2) Time allowances for the diagnosis and performance
23 of warranty labor must be reasonable for the work to be
24 performed. The compensation of a dealer for warranty labor may
25 not be less than the lowest retail labor rates actually
26 charged by the dealer for like nonwarranty labor as long as
27 such rates are reasonable.

28 (3) The warrantor shall reimburse the dealer for
29 warranty parts at actual wholesale cost plus a minimum
30 30-percent handling charge and the cost, if any, of freight to
31 return warranty parts to the warrantor.

1 (4) Warranty audits of dealer records may be conducted
2 by the warrantor on a reasonable basis, and dealer claims for
3 warranty compensation may not be denied except for cause, such
4 as performance of nonwarranty repairs, material noncompliance
5 with the warrantor's published policies and procedures, lack
6 of material documentation, fraud, or misrepresentation.

7 (5) The dealer shall submit warranty claims within 45
8 days after completing work.

9 (6) The dealer shall notify the warrantor verbally or
10 in writing if the dealer is unable to perform material or
11 repetitive warranty repairs as soon as is reasonably possible.

12 (7) The warrantor shall disapprove warranty claims in
13 writing within 45 days after the date of submission by the
14 dealer in the manner and form prescribed by the warrantor.
15 Claims not specifically disapproved in writing within 45 days
16 shall be construed to be approved and must be paid within 60
17 days.

18 (8) It is a violation of ss. 320.3201-320.3211 for any
19 warrantor to:

20 (a) Fail to perform any of its warranty obligations
21 with respect to its warranted products;

22 (b) Fail to include, in written notices of factory
23 campaigns to recreational vehicle owners and dealers, the
24 expected date by which necessary parts and equipment,
25 including tires and chassis or chassis parts, will be
26 available to dealers to perform the campaign work. The
27 warrantor may ship parts to the dealer to effect the campaign
28 work, and, if such parts are in excess of the dealer's
29 requirements, the dealer may return unused parts to the
30 warrantor for credit after completion of the campaign;

31

1 (c) Fail to compensate any of its dealers for
2 authorized repairs effected by the dealer of merchandise
3 damaged in manufacture or transit to the dealer, if the
4 carrier is designated by the warrantor, factory branch,
5 distributor, or distributor branch;

6 (d) Fail to compensate any of its dealers for
7 authorized warranty service in accordance with the schedule of
8 compensation provided to the dealer pursuant to this section
9 if performed in a timely and competent manner;

10 (e) Intentionally misrepresent in any way to
11 purchasers of recreational vehicles that warranties with
12 respect to the manufacture, performance, or design of the
13 vehicle are made by the dealer as warrantor or cowarrantor; or

14 (f) Require the dealer to make warranties to customers
15 in any manner related to the manufacture of the recreational
16 vehicle.

17 (9) It is a violation of ss. 320.3201-320.3211 for any
18 dealer to:

19 (a) Fail to perform predelivery inspection functions,
20 as specified by the warrantor, in a competent and timely
21 manner;

22 (b) Fail to perform warranty service work authorized
23 by the warrantor in a reasonably competent and timely manner
24 on any transient customer's vehicle of the same line-make; or

25 (c) Misrepresent the terms of any warranty.

26 (10) Notwithstanding the terms of any
27 manufacturer/dealer agreement, it is a violation of ss.
28 320.3201-320.3211 for:

29 (a) A warrantor to fail to indemnify and hold harmless
30 its dealer against any losses or damages to the extent such
31 losses or damages are caused by the negligence or willful

1 misconduct of the warrantor. The dealer may not be denied
2 indemnification for failing to discover, disclose, or remedy a
3 defect in the design or manufacturing of the recreational
4 vehicle. The dealer shall provide to the warrantor a copy of
5 any suit in which allegations are made that come within this
6 subsection within 10 days after receiving such suit.

7 (b) A dealer to fail to indemnify and hold harmless
8 its warrantor against any losses or damages to the extent such
9 losses or damages are caused by the negligence or willful
10 misconduct of the dealer. The warrantor shall provide to the
11 dealer a copy of any suit in which allegations are made that
12 come within this subsection within 10 days after receiving
13 such suit.

14 Section 7. Section 320.3208, Florida Statutes, is
15 created to read:

16 320.3208 Inspection and rejection by the dealer.--

17 (1) Whenever a new recreational vehicle is damaged
18 prior to transit to the dealer or is damaged in transit to the
19 dealer when the carrier or means of transportation has been
20 selected by the manufacturer or distributor, the dealer shall
21 notify the manufacturer or distributor of the damage within
22 the timeframe specified in the manufacturer/dealer agreement
23 and:

24 (a) Request from the manufacturer or distributor
25 authorization to replace the components, parts, and
26 accessories damaged or otherwise correct the damage; or

27 (b) Reject the vehicle within the timeframe set forth
28 in subsection (3).

29
30 If the manufacturer or distributor refuses or fails to
31 authorize repair of such damage within 10 days after receipt

1 of notification or if the dealer rejects the recreational
2 vehicle because of damage, ownership of the new recreational
3 vehicle reverts to the manufacturer or distributor.

4 (2) The dealer shall exercise due care in custody of
5 the damaged recreational vehicle, but the dealer shall have no
6 other obligations, financial or otherwise, with respect to
7 that recreational vehicle.

8 (3) The timeframe for inspection and rejection by the
9 dealer must be part of the manufacturer/dealer agreement and
10 may not be less than 2 business days after the physical
11 delivery of the recreational vehicle.

12 (4) Any recreational vehicle that has, at the time of
13 delivery to the dealer, an unreasonable amount of miles on its
14 odometer, as determined by the dealer, may be subject to
15 rejection by the dealer and reversion of the vehicle to the
16 manufacturer or distributor. In no instance shall a dealer
17 deem an amount less than the distance between the dealer and
18 the manufacturer's factory or a distributor's point of
19 distribution, plus 100 miles, as unreasonable.

20 Section 8. Section 320.3209, Florida Statutes, is
21 created to read:

22 320.3209 Coercion of dealer prohibited.--

23 (1) A manufacturer or distributor may not coerce or
24 attempt to coerce a dealer to:

25 (a) Purchase a product that the dealer did not order;

26 (b) Enter into an agreement with the manufacturer or
27 distributor;

28 (c) Take any action that is unfair or unreasonable to
29 the dealer; or

30 (d) Enter into an agreement that requires the dealer
31 to submit its disputes to binding arbitration or otherwise

1 waive rights or responsibilities provided under ss.
2 320.3201-320.3211.

3 (2) As used in this section, the term "coerce"
4 includes, but is not limited to, threatening to terminate,
5 cancel, or not renew a manufacturer/dealer agreement without
6 good cause or threatening to withhold product lines or delay
7 product delivery as an inducement to amending the
8 manufacturer/dealer agreement.

9 Section 9. Section 320.3210, Florida Statutes, is
10 created to read:

11 320.3210 Civil dispute resolution; mediation;
12 relief.--

13 (1) A dealer, manufacturer, distributor, or warrantor
14 injured by another party's violation of ss. 320.3201-320.3211
15 may bring a civil action in circuit court to recover actual
16 damages. The court shall award attorney's fees and costs to
17 the prevailing party in such action. Venue for any civil
18 action authorized by this section must exclusively be in the
19 county in which the dealership is located. In an action
20 involving more than one dealer, venue may be in any county in
21 which a dealer who is party to the action is located.

22 (2) Before bringing suit under this section, the party
23 bringing suit for an alleged violation shall serve a written
24 demand for mediation upon the offending party.

25 (a) The demand for mediation shall be served upon the
26 offending party via certified mail at the address stated
27 within the agreement between the parties. If a civil action is
28 initiated between two dealers, the demand must be mailed to
29 the address on the dealer's license filed with the department.

30
31

1 (b) The demand for mediation must contain a brief
2 statement of the dispute and the relief sought by the party
3 filing the demand.

4 (c) Within 20 days after the date a demand for
5 mediation is served, the parties shall mutually select an
6 independent certified mediator and meet with the mediator for
7 the purpose of attempting to resolve the dispute. The meeting
8 place must be in this state in a location selected by the
9 mediator. The mediator may extend the date of the meeting for
10 good cause shown by either party or upon stipulation of both
11 parties.

12 (d) The service of a demand for mediation under this
13 subsection stays the time for the filing of any complaint,
14 petition, protest, or action under ss. 320.3201-320.3211 until
15 representatives of both parties have met with a mutually
16 selected mediator for the purpose of attempting to resolve the
17 dispute. If a complaint, petition, protest, or action is filed
18 before that meeting, the court shall enter an order suspending
19 the proceeding or action until the meeting has occurred and
20 may, upon written stipulation of all parties to the proceeding
21 or action that they wish to continue to mediate under this
22 subsection, enter an order suspending the proceeding or action
23 for as long a period as the court considers appropriate. A
24 suspension order issued under this paragraph may be revoked by
25 the court.

26 (e) The parties to the mediation shall bear their own
27 costs for attorney's fees and divide equally the cost of the
28 mediator.

29 (3) In addition to the remedies provided in this
30 section and notwithstanding the existence of any additional
31 remedy at law, a dealer or manufacturer may apply to a circuit

1 court for the grant, upon a hearing and for cause shown, of a
2 temporary or permanent injunction, or both, restraining any
3 person from acting as a dealer, manufacturer, distributor, or
4 importer without being properly licensed pursuant to this
5 chapter, from violating or continuing to violate any of the
6 provisions of ss. 320.3201-320.3211, or from failing or
7 refusing to comply with the requirements of ss.
8 320.3201-320.3211. Such injunction shall be issued without
9 bond. A single act in violation of s. 320.3203 is sufficient
10 to authorize the issuance of an injunction.

11 Section 10. Section 320.3211, Florida Statutes, is
12 created to read:

13 320.3211 Penalties.--

14 (1) The department may suspend or revoke any license
15 issued under s. 320.771 upon a finding that the dealer,
16 manufacturer, distributor, or importer violated any provision
17 of ss. 320.3201-320.3211. The department may impose, levy, and
18 collect by legal process fines, in an amount not to exceed
19 \$1,000 for each violation, against any person if it finds that
20 such person has violated any provision of ss.
21 320.3201-320.3211. Such person is entitled to an
22 administrative hearing pursuant to chapter 120 to contest the
23 action or fine levied, or about to be levied, against the
24 person.

25 (2) In addition to the civil and administrative
26 remedies, a person who violates any provision of ss.
27 320.3201-320.3211 commits a misdemeanor of the second degree,
28 punishable as provided in s. 775.082 or s. 775.083.

29 Section 11. Section 320.8225, Florida Statutes, is
30 amended to read:

31

1 320.8225 Mobile home and recreational vehicle
2 manufacturer, distributor, and importer license ~~manufacturer's~~
3 ~~license.--~~

4 (1) LICENSE REQUIRED.--Any person who engages in the
5 business of a mobile home manufacturer or a recreational
6 vehicle manufacturer, distributor, or importer in this state,
7 or who manufactures mobile homes or recreational vehicles out
8 of state which are ultimately offered for sale in this state,
9 shall obtain annually a license for each factory location in
10 this state and for each factory location out of state which
11 manufactures mobile homes or recreational vehicles for sale in
12 this state, prior to distributing or importing mobile homes or
13 recreational vehicles for sale in this state.

14 (2) APPLICATION.--The application for a license must
15 ~~shall~~ be in the form prescribed by the department and ~~shall~~
16 contain sufficient information to disclose the identity,
17 location, and responsibility of the applicant. The application
18 must ~~shall~~ also include a copy of the warranty and a complete
19 statement of any service agreement or policy to be utilized by
20 the applicant, any information relating to the applicant's
21 solvency and financial standing, and any other pertinent
22 matter commensurate with safeguarding the public. The
23 department may prescribe an abbreviated application for
24 renewal of a license if the licensee has had previously filed
25 an initial application pursuant to this section. The
26 application for renewal must ~~shall~~ include any information
27 necessary to make bring current the information required in
28 the initial application.

29 (3) FEES.--Upon submitting an ~~making~~ initial
30 application, the applicant shall pay to the department a fee
31 of \$300. Upon submitting a ~~making~~ renewal application, the

1 applicant shall pay to the department a fee of \$100. Any
2 applicant for renewal who fails ~~has failed~~ to submit his or
3 her renewal application by October 1 shall pay a renewal
4 application fee equal to the original application fee. No fee
5 is refundable. All fees must ~~shall~~ be deposited into the
6 General Revenue Fund.

7 (4) NONRESIDENT.--Any person applying for a license
8 who is not a resident of this state must designate ~~shall have~~
9 ~~designated~~ an agent for service of process pursuant to s.
10 48.181.

11 (5) REQUIREMENT OF ASSURANCE.--

12 (a) Annually, prior to the receipt of a license to
13 manufacture mobile homes, the applicant or licensee shall
14 submit a surety bond, cash bond, or letter of credit from a
15 financial institution, or a proper continuation certificate,
16 sufficient to assure satisfaction of claims against the
17 licensee for failure to comply with appropriate code
18 standards, failure to provide warranty service, or violation
19 of any provisions of this section. The amount of the surety
20 bond, cash bond, or letter of credit must ~~shall~~ be \$50,000.
21 Only one surety bond, cash bond, or letter of credit shall be
22 required for each manufacturer, regardless of the number of
23 factory locations. The surety bond, cash bond, or letter of
24 credit must ~~shall~~ be to the department, in favor of any retail
25 customer who suffers a ~~shall suffer~~ loss arising out of
26 noncompliance with code standards or failure to honor or
27 provide warranty service. The department may ~~shall have the~~
28 ~~right to~~ disapprove any bond or letter of credit that does not
29 provide assurance as provided in this section.

30 (b) Annually, prior to the receipt of a license to
31 manufacture, distribute, or import recreational vehicles, the

1 applicant or licensee shall submit a surety bond, or a proper
2 continuation certificate, sufficient to assure satisfaction of
3 claims against the licensee for failure to comply with
4 appropriate code standards, failure to provide warranty
5 service, or violation of any provisions of this section. The
6 amount of the surety bond must ~~shall~~ be \$10,000 per year. The
7 surety bond must ~~shall~~ be to the department, in favor of any
8 retail customer who suffers ~~shall suffer~~ loss arising out of
9 noncompliance with code standards or failure to honor or
10 provide warranty service. The department may ~~shall have the~~
11 ~~right to~~ disapprove any bond that ~~which~~ does not provide
12 assurance as provided in this section.

13 (c) The department shall adopt rules pursuant to
14 chapter 120 relating to ~~consistent with this section in~~
15 providing assurance of satisfaction of claims under this
16 section.

17 (d) The department shall, upon denial, suspension, or
18 revocation of any license, notify the surety company of the
19 licensee, in writing, that the license has been denied,
20 suspended, or revoked and shall state the reason for such
21 denial, suspension, or revocation.

22 (e) Any surety company that ~~which~~ pays any claim
23 against the bond of any licensee shall notify the department,
24 in writing, that it has paid such a claim and shall state the
25 amount of the claim.

26 (f) Any surety company that ~~which~~ cancels the bond of
27 any licensee shall notify the department, in writing, of such
28 cancellation, giving reason for the cancellation.

29 (6) LICENSE YEAR.--A license issued to a mobile home
30 manufacturer or a recreational vehicle manufacturer,
31 distributor, or importer entitles the licensee to conduct ~~the~~

1 | ~~business of a mobile home or recreational vehicle manufacturer~~
2 | for a period of 1 year from October 1 preceding the date of
3 | issuance.

4 | (7) DENIAL OF LICENSE.--The department may deny a
5 | mobile home manufacturer or a recreational vehicle
6 | manufacturer, distributor, or importer ~~manufacturer's~~ license
7 | on the ground that:

8 | (a) The applicant has made a material misstatement in
9 | his or her application for a license.

10 | (b) The applicant has failed to comply with any
11 | applicable provision of this chapter.

12 | (c) The applicant has failed to provide warranty
13 | service.

14 | (d) The applicant or one or more of his or her
15 | principals or agents has violated any law, rule, or regulation
16 | relating to the manufacture or sale of mobile homes or
17 | recreational vehicles.

18 | (e) The department has proof of the unfitness of the
19 | applicant.

20 | (f) The applicant or licensee has engaged in previous
21 | conduct in any state which would have been a ground for
22 | revocation or suspension of a license in this state.

23 | (g) The applicant or licensee has violated any
24 | provision of the ~~provisions of the~~ National Mobile Home
25 | Construction and Safety Standards Act of 1974 or any related
26 | rule or regulation adopted by ~~of~~ the Department of Housing and
27 | Urban Development ~~promulgated thereunder~~.

28 |
29 | Upon denial of a license, the department shall notify the
30 | applicant within 10 days, stating in writing its grounds for
31 | denial. The applicant is entitled to an administrative a

1 ~~public~~ hearing and may request that such hearing be held
2 within 45 days of denial of the license. All proceedings must
3 ~~shall~~ be pursuant to chapter 120.

4 (8) REVOCATION OR SUSPENSION OF LICENSE.--The
5 department shall suspend or, in the case of a subsequent
6 offense, shall revoke any license upon a finding that the
7 licensee violated any provision of this chapter or any other
8 law of this state regarding the manufacture, warranty, or sale
9 of mobile homes or recreational vehicles. The department may
10 reinstate the license if it ~~When any license has been revoked~~
11 ~~or suspended by the department, it may be reinstated if the~~
12 ~~department~~ finds that the former licensee has complied with
13 all applicable requirements of this chapter and an application
14 for a license is refiled pursuant to this section.

15 (9) CIVIL PENALTIES; PROCEDURE.--~~In addition to the~~
16 ~~exercise of other powers provided in this section,~~ The
17 department is authorized to assess, impose, levy, and collect
18 by legal process a civil penalty, in an amount not to exceed
19 \$1,000 for each violation, against any licensee if it finds
20 that a licensee has violated any provision of this section or
21 has violated any other law of this state having to do with
22 dealing in motor vehicles. A ~~Any~~ licensee is ~~shall be~~ entitled
23 to a hearing pursuant to chapter 120 ~~should the licensee wish~~
24 to contest the fine levied, or about to be levied, upon him or
25 her.

26 Section 12. If any provision of this act or the
27 application thereof to any person or circumstance is held
28 invalid, the invalidity does not affect other provisions or
29 applications of the act which can be given effect without the
30 invalid provision or application and, to this end, the
31 provisions of this act are severable.

1 Section 13. This act shall take effect October 1,
2 2007.

3
4 STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN
5 COMMITTEE SUBSTITUTE FOR
6 CS/SB 2488

7 The committee substitute is different from the committee
8 substitute as filed in the following ways:

- 9 - Deletes a provision that would have allowed RV
10 distributors and manufacturers to sell RVs, under certain
11 conditions;
12 - Clarifies the requirements when one RV dealer may sell
13 RVs of the same line-make in the market area of another
14 RV dealer;
15 - Reduces from 30 days to a least 10 days the amount of
16 time an RV dealer has to give written notice to his
17 manufacturer prior to closing on a deal to sell his
18 dealership; in addition, the manufacturer would have
19 7-business days, rather than 30 days, to provide a
20 written objection to the sale; and
21 - Makes a number of technical and clarifying changes.
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