

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u> </u>	(Y/N)
ADOPTED AS AMENDED	<u> </u>	(Y/N)
ADOPTED W/O OBJECTION	<u> </u>	(Y/N)
FAILED TO ADOPT	<u> </u>	(Y/N)
WITHDRAWN	<u> </u>	(Y/N)
OTHER	<u> </u>	

1 Committee/Subcommittee hearing bill: Agriculture & Natural
 2 Resources Appropriations Subcommittee
 3 Representative Goodson offered the following:

Amendment (with title amendment)

6 Remove everything after the enacting clause and insert:

7 Section 1. Present subsections (2) through (5) of section
 8 507.01, Florida Statutes, are redesignated as subsections (3)
 9 through (6), respectively, present subsections (9) through (11)
 10 of that section are redesignated as subsections (10) through
 11 (12), respectively, present subsections (12) and (13) of that
 12 section are redesignated as subsections (14) and (15),
 13 respectively, new subsections (2), (9), and (13) are added to
 14 that section, and present subsections (6) and (9) are amended,
 15 to read:

16 507.01 Definitions.—As used in this chapter, the term:

17 (2) "Additional services" means any additional
 18 transportation of household goods which is performed by a mover,

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19 is not specifically included in a binding estimate or contract,
20 and results in a charge to the shipper.

21 ~~(6) "Estimate" means a written document that sets forth the~~
22 ~~total costs and describes the basis of those costs, relating to~~
23 ~~a shipper's household move, including, but not limited to, the~~
24 ~~loading, transportation or shipment, and unloading of household~~
25 ~~goods and accessorial services.~~

26 (9) "Impracticable operations" means conditions arising
27 after execution of a contract for household moving services
28 which make it impractical for a mover to perform pickup or
29 delivery services for a household move.

30 ~~(10)(9) "Mover" means a person who, for compensation,~~
31 ~~contracts for or engages in the loading, transportation or~~
32 ~~shipment, or unloading of household goods as part of a household~~
33 ~~move. The term does not include a postal, courier, envelope, or~~
34 ~~package service that, or a person labor who, does not advertise~~
35 ~~itself as a mover or moving service.~~

36 (13) "Personal laborer" means an individual hired directly
37 by the shipper to assist in the loading and unloading of the
38 shipper's own household goods. The term does not include any
39 individual who has contracted with or is compensated by a third-
40 party or whose services are brokered as part of a household
41 move.

42 Section 2. Subsection (3) of section 507.02, Florida
43 Statutes, is amended to read:

44 507.02 Construction; intent; application.—

45 (3) This chapter is intended to provide consistency and
46 transparency in moving practices and to secure the satisfaction

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47 and confidence of shippers and members of the public when using
48 a mover.

49 Section 3. Subsections (1), (3), (4), and (5) of section
50 507.04, Florida Statutes, are amended to read:

51 507.04 Required insurance coverages; liability limitations;
52 valuation coverage.—

53 (1) CARGO LIABILITY INSURANCE.—

54 (a)1. Except as provided in paragraph (b), each mover
55 operating in this state must maintain current and valid cargo
56 liability insurance coverage of at least \$10,000 per shipment
57 for the loss or damage of household goods resulting from the
58 negligence of the mover or its employees or agents.

59 2. The mover must provide the department with evidence of
60 liability insurance coverage before the mover is registered with
61 the department under s. 507.03. All insurance coverage
62 maintained by a mover must remain in effect throughout the
63 mover's registration period. ~~A mover's failure to maintain
64 insurance coverage in accordance with this paragraph constitutes
65 an immediate threat to the public health, safety, and welfare.
66 If a mover fails to maintain insurance coverage, the department
67 may immediately suspend the mover's registration or eligibility
68 for registration, and the mover must immediately cease operating
69 as a mover in this state. In addition, and notwithstanding the
70 availability of any administrative relief pursuant to chapter
71 120, the department may seek from the appropriate circuit court
72 an immediate injunction prohibiting the mover from operating in
73 this state until the mover complies with this paragraph, a civil
74 penalty not to exceed \$5,000, and court costs.~~

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75 (b) A mover that operates two or fewer vehicles, in lieu of
76 maintaining the cargo liability insurance coverage required
77 under paragraph (a), may, and each moving broker must, maintain
78 one of the following alternative coverages:

79 1. A performance bond in the amount of \$25,000, for which
80 the surety of the bond must be a surety company authorized to
81 conduct business in this state; or

82 2. A certificate of deposit in a Florida banking
83 institution in the amount of \$25,000.

84
85 The original bond or certificate of deposit must be filed with
86 the department and must designate the department as the sole
87 beneficiary. The department must use the bond or certificate of
88 deposit exclusively for the payment of claims to consumers who
89 are injured by the fraud, misrepresentation, breach of contract,
90 misfeasance, malfeasance, or financial failure of the mover or
91 moving broker or by a violation of this chapter by the mover or
92 broker. Liability for these injuries may be determined in an
93 administrative proceeding of the department or through a civil
94 action in a court of competent jurisdiction. However, claims
95 against the bond or certificate of deposit must only be paid, in
96 amounts not to exceed the determined liability for these
97 injuries, by order of the department in an administrative
98 proceeding. The bond or certificate of deposit is subject to
99 successive claims, but the aggregate amount of these claims may
100 not exceed the amount of the bond or certificate of deposit.

101 (3) INSURANCE COVERAGES.—The insurance coverages required
102 under paragraph (1)(a) and subsection (2) must be issued by an

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103 insurance company or carrier licensed to transact business in
104 this state under the Florida Insurance Code as designated in s.
105 624.01. The department shall require a mover to present a
106 certificate of insurance of the required coverages before
107 issuance or renewal of a registration certificate under s.
108 507.03. The department shall be named as a certificateholder in
109 the certificate and must be notified at least 10 days before
110 cancellation of insurance coverage. A mover's failure to
111 maintain insurance coverage constitutes an immediate threat to
112 the public health, safety, and welfare. If a mover fails to
113 maintain insurance coverage, the department may immediately
114 suspend the mover's registration or eligibility for
115 registration, and the mover must immediately cease operating as
116 a mover in this state. In addition, and notwithstanding the
117 availability of any administrative relief pursuant to chapter
118 120, the department may seek from the appropriate circuit court
119 an immediate injunction prohibiting the mover from operating in
120 this state until the mover complies with this paragraph, a civil
121 penalty not to exceed \$5,000, and court costs.

122 (4) ~~LIABILITY LIMITATIONS; VALUATION RATES.~~ ~~A mover may not~~
123 ~~limit its liability for the loss or damage of household goods to~~
124 ~~a valuation rate that is less than 60 cents per pound per~~
125 ~~article. A provision of a contract for moving services is void~~
126 ~~if the provision limits a mover's liability to a valuation rate~~
127 ~~that is less than the minimum rate under this subsection. If a~~
128 ~~mover limits its liability for a shipper's goods, the mover must~~
129 ~~disclose the limitation, including the valuation rate, to the~~
130 ~~shipper in writing at the time that the estimate and contract~~

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131 ~~for services are executed and before any moving or accessorial~~
132 ~~services are provided. The disclosure must also inform the~~
133 ~~shipper of the opportunity to purchase valuation coverage if the~~
134 ~~mover offers that coverage under subsection (5).~~

135 ~~(5) VALUATION COVERAGE.~~—A mover shall ~~may~~ offer valuation
136 coverage to compensate a shipper for the loss or damage of the
137 shipper's household goods that are lost or damaged during a
138 household move. ~~If a mover offers valuation coverage,~~ The
139 coverage must indemnify the shipper for at least the cost of
140 repair or replacement of the goods, unless waived or amended by
141 the shipper. The shipper may waive or amend the valuation
142 coverage, and the waiver must be made in a signed acknowledgment
143 in the contract ~~minimum valuation rate required under subsection~~
144 ~~(4).~~ The mover must disclose the terms of the coverage to the
145 shipper in writing, including any deductibles, within ~~at the~~
146 ~~time that~~ the binding estimate and again when the contract for
147 services is ~~are~~ executed and before any moving or accessorial
148 services are provided. The disclosure must inform the shipper of
149 the cost of the valuation coverage, if any ~~the valuation rate of~~
150 ~~the coverage, and the opportunity to reject the coverage. If~~
151 ~~valuation coverage compensates a shipper for at least the~~
152 ~~minimum valuation rate required under subsection (4), the~~
153 ~~coverage satisfies the mover's liability for the minimum~~
154 ~~valuation rate.~~

155 Section 4. Section 507.05, Florida Statutes, is amended to
156 read:

157 507.05 Physical surveys, binding estimates, and contracts
158 for service. ~~Before providing any moving or accessorial~~

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159 ~~services, a contract and estimate must be provided to a~~
160 ~~prospective shipper in writing, must be signed and dated by the~~
161 ~~shipper and the mover, and must include:~~

162 (1) PHYSICAL SURVEY.—A mover must conduct a physical survey
163 of the household goods to be moved and provide the prospective
164 shipper with a binding estimate of the cost of the move.

165 (2) WAIVER OF SURVEY.—A shipper may elect to waive the
166 physical survey, and such waiver must be in writing and signed
167 by the shipper before the household goods are loaded. The mover
168 shall retain a copy of the waiver as an addendum to the contract
169 for service.

170 (3) BINDING ESTIMATE.—Before executing a contract for
171 service for a household move, and at least 48 hours before the
172 scheduled time and date of a shipment of household goods, a
173 mover must provide a binding estimate of the total charges,
174 including, but not limited to, the loading, transportation or
175 shipment, and unloading of household goods and accessorial
176 services. The binding estimate shall be based on a physical
177 survey conducted pursuant to subsection (1), unless waived
178 pursuant to subsection (2).

179 (a) The shipper may waive the binding estimate if the
180 waiver is made by signed or electronic acknowledgment before the
181 commencement of the 48-hour period before the household goods
182 are loaded. The mover shall retain a copy of the waiver as an
183 addendum to the contract for services. To be enforceable, a
184 waiver executed under this paragraph must, at a minimum, include
185 a statement in uppercase type that is at least 5 points larger
186 than, and clearly distinguishable from, the rest of the text of

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187 the waiver or release containing the statement. The exact
188 statement to be included in a waiver of a binding estimate to be
189 used by all movers shall be determined by the department in
190 rulemaking and must include a delineation of the specific rights
191 that a shipper may lose by waiving the binding estimate.

192 (b) The shipper may also waive the 48-hour period if the
193 moving services requested commence within 48 hours of the
194 shipper's initial contact with the mover contracted to perform
195 the moving services.

196 (c) At a minimum, the binding estimate must include all of
197 the following:

198 1. The table of measures used by the mover or the mover's
199 agent in preparing the estimate.

200 2. The date the estimate was prepared and the proposed date
201 of the move, if any.

202 3. An itemized breakdown and description of services, and
203 the total cost to the shipper of loading, transporting or
204 shipping, unloading, and accessorial services.

205 4. A statement that the estimate is binding on the mover
206 and the shipper and that the charges shown apply only to those
207 services specifically identified in the estimate.

208 5. Identification of acceptable forms of payment.

209 (d) The binding estimate must be signed by the mover and
210 the shipper, and a copy must be provided to the shipper by the
211 mover at the time that the estimate is signed.

212 (e) A binding estimate may only be amended by the mover
213 before the scheduled loading of household goods for shipment
214 when the shipper has requested additional services of the mover

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215 not previously disclosed in the original binding estimate, or
216 upon mutual agreement of the mover and the shipper. Once a mover
217 begins to load the household goods for a move, failure to
218 execute a new binding estimate signifies the mover has
219 reaffirmed the original binding estimate.

220 (f) A mover may not collect more than the amount of the
221 binding estimate unless:

222 1. The shipper waives receipt of a binding estimate under
223 this subsection.

224 2. The shipper tenders additional household goods, requests
225 additional services, or requires services that are not
226 specifically included in the binding estimate, in which case the
227 mover is not required to honor the estimate. If, despite the
228 addition of household goods or the need for additional services,
229 the mover chooses to perform the move, it must, before loading
230 the household goods, inform the shipper of the associated
231 charges in writing. The mover may require full payment at the
232 destination for the costs associated with the additional
233 requested services and the full amount of the original binding
234 estimate.

235 3. Upon issuance of the contract for services, the mover
236 advises the shipper, in advance of performing additional
237 services, including accessorial services, that such services are
238 essential to properly performing the move. The mover must allow
239 the shipper at least 1 hour to determine whether to authorize
240 the additional services.

241 a. If the shipper agrees to pay for the additional
242 services, the mover must execute a written addendum to the

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243 contract for services, which must be signed by the shipper. The
244 addendum may be sent to the shipper by facsimile, e-mail,
245 overnight courier, or certified mail, with return receipt
246 requested. The mover must bill the shipper for the agreed upon
247 additional services within 15 days after the delivery of those
248 additional services pursuant to s. 507.06.

249 b. If the shipper does not agree to pay for the additional
250 services, the mover may perform and, pursuant to s. 507.06, bill
251 the shipper for those additional services necessary to complete
252 the delivery.

253 (g) A mover shall retain a copy of the binding estimate for
254 each move performed for at least 1 year after its preparation
255 date as an attachment to the contract for service.

256 (4) CONTRACT FOR SERVICE.—Before providing any moving or
257 accessorial services, a mover must provide a contract for
258 service to the shipper, which the shipper must sign and date.

259 (a) At a minimum, the contract for service must include:

260 1.(1) The name, telephone number, and physical address
261 where the mover's employees are available during normal business
262 hours.

263 2.(2) The date the contract ~~was~~ ~~or estimate~~ ~~is~~ prepared and
264 the ~~any~~ proposed date of the move, if any.

265 3.(3) The name and address of the shipper, the addresses
266 where the articles are to be picked up and delivered, and a
267 telephone number where the shipper may be reached.

268 4.(4) The name, telephone number, and physical address of
269 any location where the household goods will be held pending
270 further transportation, including situations in which ~~where~~ the

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271 mover retains possession of household goods pending resolution
272 of a fee dispute with the shipper.

273 5.(5) A binding estimate provided in accordance with
274 subsection (3) An itemized breakdown and description and total
275 of all costs and services for loading, transportation or
276 shipment, unloading, and accessorial services to be provided
277 during a household move or storage of household goods.

278 6. The total charges owed by the shipper based on the
279 binding estimate and the terms and conditions for their payment,
280 including any required minimum payment.

281 7. If the household goods are transported under an
282 agreement to collect payment upon delivery, the maximum payment
283 that the mover may demand at the time of delivery.

284 8.(6) Acceptable forms of payment, which must be clearly
285 and conspicuously disclosed to the shipper on the binding
286 estimate and the contract for services. A mover must shall
287 accept at least a minimum of two of the three following forms of
288 payment:

289 a.(a) Cash, cashier's check, money order, or traveler's
290 check;

291 b.(b) Valid personal check, showing upon its face the name
292 and address of the shipper or authorized representative; or

293 c.(c) Valid credit card, which shall include, but not be
294 limited to, Visa or MasterCard. A mover must clearly and
295 conspicuously disclose to the shipper in the estimate and
296 contract for services the forms of payments the mover will
297 accept, including the forms of payment described in paragraphs
298 (a)-(c).

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299 (b) Each addendum to the contract for service is an
300 integral part of the contract.

301 (c) A copy of the contract for service must accompany the
302 household goods whenever they are in the mover's or the mover's
303 agent's possession. Before a vehicle that is being used for the
304 move leaves the point of origin, the driver responsible for the
305 move must have the contract for service in his or her
306 possession.

307 (d) A mover shall retain a contract for service for each
308 move it performs for at least 1 year after the date the contract
309 for service was signed.

310 Section 5. Section 507.054, Florida Statutes, is created to
311 read:

312 507.054 Publication.—

313 (1) The department shall prepare a publication that
314 includes a summary of the rights and responsibilities of, and
315 remedies available to movers and shippers under this chapter.
316 The publication must include a statement that a mover's failure
317 to relinquish household goods as required by this chapter
318 constitutes a felony of the third degree, punishable as provided
319 in s. 775.082, s. 775.083, or s. 775.084, that any other
320 violation of this chapter constitutes a misdemeanor of the first
321 degree, punishable as provided in s. 775.082 or s. 775.083, and
322 that any violation of this chapter constitutes a violation of
323 the Florida Deceptive and Unfair Trade Practices Act. The
324 publication must also include a notice to the shipper about the
325 potential risks of shipping sentimental or family heirloom
326 items.

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327 (2) A mover may provide exact copies of the department's
328 publication to shippers or may customize the color, design, and
329 dimension of the front and back covers of the standard
330 department publication. If the mover customizes the publication,
331 the customized publication must include the content specified in
332 subsection (1) and meet the following requirements:

333 (a) The font size used must be at least 10 points, with the
334 exception that the following must appear prominently on the
335 front cover in at least 12-point boldface type: "Your Rights and
336 Responsibilities When You Move. Furnished by Your Mover, as
337 Required by Florida Law."

338 (b) The size of the booklet must be at least 36 square
339 inches.

340 (3) The shipper must acknowledge receipt of the publication
341 by signed acknowledgement in the contract.

342 Section 6. Section 507.055, Florida Statutes, is created to
343 read:

344 507.055 Required disclosure and acknowledgment of rights
345 and remedies.—Before executing a contract for service for a
346 move, a mover must provide to a prospective shipper all of the
347 following:

348 (1) The publication required under s. 507.054.

349 (2) A concise, easy-to-read, and accurate binding estimate
350 required under s. 507.05(3).

351 Section 7. Subsections (1) and (3) of section 507.06,
352 Florida Statutes, are amended, and subsection (4) is added to
353 that section, to read:

354 507.06 Delivery and storage of household goods.—

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355 (1) On the agreed upon delivery date or within the
356 timeframe specified in the contract for service, a mover must
357 relinquish household goods to a shipper and must place the
358 household goods inside a shipper's dwelling or, if directed by
359 the shipper, inside a storehouse or warehouse that is owned or
360 rented by the shipper or the shipper's agent, unless the shipper
361 has not tendered payment pursuant to s. 507.065 or s. 507.066 in
362 the amount specified in a written contract or estimate signed
363 and dated by the shipper. This requirement may be waived by the
364 shipper. A mover may not, under any circumstances, refuse to
365 relinquish prescription medicines and household goods for use by
366 children, including children's furniture, clothing, or toys,
367 ~~under any circumstances.~~

368 (3) A mover that lawfully fails to relinquish a shipper's
369 household goods may place the goods in storage until payment in
370 accordance with ss. 507.065 or 507.066 is tendered; however, the
371 mover must notify the shipper of the location where the goods
372 are stored and the amount due within 5 days after receipt of a
373 written request for that information from the shipper, which
374 request must include the address where the shipper may receive
375 the notice. A mover may not require a prospective shipper to
376 waive any rights or requirements under this section.

377 (4) If a mover becomes aware that it cannot perform the
378 pickup or the delivery of household goods on the date agreed
379 upon or during the timeframe specified in the contract for
380 service due to circumstances not anticipated by the contract,
381 the mover shall notify the shipper of the delay and advise the
382 shipper of the amended date or timeframe within which the mover

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383 expects to pick up or deliver the household goods in a timely
384 manner.

385 Section 8. Section 507.065, Florida Statutes, is created to
386 read:

387 507.065 Payment.—

388 1) Except as provided in s. 507.05(3), the maximum amount
389 that a mover may charge before relinquishing household goods to
390 a shipper is the exact amount of the binding estimate, unless
391 waived by the shipper, plus charges for any additional services
392 requested or agreed to in writing by the shipper after the
393 contract for service was issued and for impracticable
394 operations, if applicable.

395 (2) A mover must bill a shipper for any charges assessed
396 under this chapter which are not collected upon delivery of
397 household goods at their destination within 15 days after such
398 delivery. A mover may assess a late fee for any uncollected
399 charges if the shipper fails to make payment within 30 days
400 after receipt of the bill.

401 Section 9. Section 507.066, Florida Statutes, is created
402 to read:

403 507.066 Collection for losses.—

404 (1) PARTIAL LOSSES.—A mover may collect an adjusted
405 payment from a shipper if part of a shipment of household goods
406 is lost or destroyed.

407 (a) A mover may collect the following at delivery:

408 1. A prorated percentage of the binding estimate. The
409 prorated percentage must equal the percentage of the weight of

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410 the portion of the household goods delivered relative to the
411 total weight of the household goods that were ordered to be
412 moved.

413 2. Charges for any additional services requested by the
414 shipper after the contract for service was issued.

415 3. Charges for impracticable operations, if applicable;
416 however, such charges may not exceed 15 percent of all other
417 charges due at delivery.

418 4. Any specific valuation rate charges due, as provided in
419 s. 507.04(4), if applicable.

420 (b) The mover may bill and collect from the shipper any
421 remaining charges not collected at the time of delivery in
422 accordance with s. 507.065. This paragraph does not apply if the
423 loss or destruction of household goods occurred as a result of
424 an act or omission of the shipper.

425 (c) A mover must determine, at its own expense, the
426 proportion of the household goods, based on actual or
427 constructive weight, which were lost or destroyed in transit.

428 (2) TOTAL LOSSES.—A mover may not collect, or require a
429 shipper to pay, freight charges, including a charge for
430 accessorial services, when a household goods shipment is lost or
431 destroyed in transit; however, the mover may collect a specific
432 valuation rate charge due, as provided in s. 507.04(4). This
433 subsection does not apply if the loss or destruction was due to
434 an act or omission of the shipper.

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435 (3) SHIPPER'S RIGHTS.—A shipper's rights under this
436 section are in addition to any other rights the shipper may have
437 with respect to household goods that were lost or destroyed
438 while in the custody of the mover or the mover's agent. These
439 rights also apply regardless of whether the shipper exercises
440 his or her right to obtain a refund of the portion of a mover's
441 published freight charges corresponding to the portion of the
442 lost or destroyed household goods, including any charges for
443 accessorial services, at the time the mover disposes of claims
444 for loss, damage, or injury to the household goods.

445 Section 10. Subsections (1), (4), and (5) of section
446 507.07, Florida Statutes, are amended, to read:

447 507.07 Violations.—It is a violation of this chapter:

448 (1) To operate ~~conduct business as a mover or moving~~
449 ~~broker, or advertise to engage in violation the business of~~
450 ~~moving or fail to comply with ss. 507.03-507.10, or any other~~
451 ~~requirement under this chapter offering to move, without being~~
452 ~~registered with the department.~~

453 (4) To increase the contracted cost ~~fail to honor and~~
454 ~~comply with all provisions of the contract for moving services~~
455 ~~in any way other than provided for in this chapter or bill of~~
456 ~~lading regarding the purchaser's rights, benefits, and~~
457 ~~privileges thereunder.~~

458 (5) To withhold delivery of household goods or in any way
459 hold household goods in storage against the expressed wishes of

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460 the shipper if payment has been made as delineated in the
461 estimate or contract for services, or pursuant to this chapter.

462 Section 11. Section 507.09, Florida Statutes, is amended
463 to read:

464 507.09 Administrative remedies; penalties.—

465 (1) The department may enter an order doing one or more of
466 the following if the department finds that a mover or moving
467 broker, or a person employed or contracted by a mover or broker,
468 has violated or is operating in violation of this chapter or the
469 rules or orders issued pursuant to this chapter:

470 (a) Issuing a notice of noncompliance under s. 120.695.

471 (b) Imposing an administrative fine in the Class II
472 category pursuant to s. 570.971 for each act or omission.

473 (c) Directing that the person cease and desist specified
474 activities.

475 (d) Refusing to register or revoking or suspending a
476 registration.

477 (e) Placing the registrant on probation, subject to the
478 conditions specified by the department.

479 (2) The department shall, upon notification and subsequent
480 written verification by a law enforcement agency, a court, a
481 state attorney, or the Department of Law Enforcement,
482 immediately suspend a registration or the processing of an
483 application for a registration if the registrant, applicant, or
484 an officer or director of the registrant or applicant is
485 formally charged with a crime involving fraud, theft, larceny,

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486 embezzlement, or fraudulent conversion or misappropriation of
487 property or a crime arising from conduct during a movement of
488 household goods until final disposition of the case or removal
489 or resignation of that officer or director.

490 (3) The administrative proceedings that ~~which~~ could result
491 in the entry of an order imposing any of the penalties specified
492 in subsection (1) or subsection (2) are governed by chapter 120.

493 ~~(3) The department may adopt rules under ss. 120.536(1) and~~
494 ~~120.54 to administer this chapter.~~

495 Section 12. Section 507.11, Florida Statutes, is amended
496 to read:

497 507.11 Criminal penalties.—

498 (1) The refusal of a mover or a mover's employee, agent,
499 or contractor to comply with an order from a law enforcement
500 officer to relinquish a shipper's household goods after the
501 officer determines that the shipper has tendered payment in
502 accordance with ss. 507.065 and 507.066 ~~of the amount of a~~
503 ~~written estimate or contract~~, or after the officer determines
504 that the mover did not produce a signed estimate or contract for
505 service upon which demand is being made for payment, is a felony
506 of the third degree, punishable as provided in s. 775.082, s.
507 775.083, or s. 775.084. A mover's compliance with an order from
508 a law enforcement officer to relinquish household goods to a
509 shipper is not a waiver or finding of fact regarding any right
510 to seek further payment from the shipper.

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511 (2) Except as provided in subsection (1), any person or
512 business that violates this chapter commits a misdemeanor of the
513 first degree, punishable as provided in s. 775.082 or s.
514 775.083.

515 Section 13. Section 507.14, Florida Statutes, is created
516 to read:

517 507.14 Rulemaking.—The department shall adopt rules to
518 administer this chapter.

519 Section 14. This act shall take effect July 1, 2015.
520
521

522 -----

523 **T I T L E A M E N D M E N T**

524 Remove everything before the enacting clause and insert:

525 A bill to be entitled

526 An act relating to household moving services; amending
527 s. 507.01, F.S.; defining terms; amending s. 507.02,
528 F.S.; clarifying intent; amending s. 507.04, F.S.;
529 removing a prohibition that a mover may not limit its
530 liability for the loss or damage of household goods to
531 a specified valuation rate; removing a requirement
532 that a mover disclose a liability limitation when the
533 mover limits its liability for a shipper's goods;
534 requiring a mover to offer valuation coverage to
535 compensate a shipper for the loss or damage of the
536 shipper's household goods that are lost or damaged

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537 during a household move; requiring the valuation
538 coverage to indemnify the shipper for at least the
539 cost of repair or replacement goods unless waived or
540 amended by the shipper; authorizing the shipper to
541 waive or amend the valuation coverage; requiring that
542 the waiver be made in a signed acknowledgment in the
543 contract; revising the time at which the mover must
544 disclose the terms of the coverage to the shipper in
545 writing including any deductibles; revising the
546 information that the disclosure must provide to the
547 shipper; amending s. 507.05, F.S.; requiring a mover
548 to conduct a physical survey and provide a binding
549 estimate in certain circumstances unless waived by the
550 shipper; requiring specified content for the binding
551 estimate; authorizing a shipper to waive the binding
552 estimate in certain circumstances; requiring the mover
553 and shipper to sign the estimate; requiring the mover
554 to provide the shipper with a copy of the estimate at
555 the time of signature; providing that a binding
556 estimate may only be amended under certain
557 circumstances; authorizing a mover to charge more than
558 the binding estimate in certain circumstances;
559 requiring a mover to allow a shipper to consider
560 whether additional services are needed; requiring a
561 mover to retain a copy of the binding estimate for a
562 specified period; requiring a mover to provide a

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563 contract for service to the shipper before providing
564 moving or accessorial services; requiring a driver to
565 have possession of the contract before leaving the
566 point of origin; requiring a mover to retain a
567 contract of service for a specified period; creating
568 s. 507.054, F.S.; requiring the department to prepare
569 a publication that summarizes the rights and
570 responsibilities of, and remedies available to, movers
571 and shippers; requiring the publication to meet
572 certain specifications; creating s. 507.055, F.S.;
573 requiring a mover to provide certain disclosures to a
574 prospective shipper; amending s. 507.06, F.S.;
575 requiring a mover to tender household goods for
576 delivery on the agreed upon delivery date or within a
577 specified period unless waived by the shipper;
578 requiring a mover to notify and provide certain
579 information to a shipper if the mover is unable to
580 perform delivery on the agreed upon date or during the
581 specified period; creating s. 507.065, F.S.; providing
582 a maximum amount that a mover may charge a shipper;
583 requiring a mover to bill a shipper for certain
584 amounts within a specified period; creating s.
585 507.066, F.S.; specifying the amount of payment that
586 the mover may collect upon delivery of partially lost
587 or destroyed household goods; requiring a mover to
588 determine the proportion of lost or destroyed

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589 household goods; prohibiting a mover from collecting
590 or requiring a shipper to pay any charges other than
591 specific valuation rate charges if a household goods
592 shipment is totally lost or destroyed in transit;
593 amending s. 507.07, F.S.; providing that it is a
594 violation of ch. 507, F.S., to fail to comply with
595 specified provisions; providing that it is a violation
596 of ch. 507, F.S., to increase the contracted cost for
597 moving services in certain circumstances; conforming a
598 provision to a change made by this act; amending s.
599 507.09, F.S.; requiring the department, upon
600 verification by certain entities, to immediately
601 suspend a registration or the processing of an
602 application for a registration in certain
603 circumstances; amending s. 507.11, F.S.; providing
604 criminal penalties; creating s. 507.14, F.S.;
605 requiring the department to adopt rules; providing an
606 effective date.
607