

By Senator Lee

24-00322-16

2016302__

1 A bill to be entitled
2 An act relating to household moving services; amending
3 s. 507.01, F.S.; defining and redefining terms;
4 amending s. 507.02, F.S.; clarifying intent; amending
5 s. 507.03, F.S.; revising the conditions under which
6 the Department of Agriculture and Consumer Services
7 may deny, refuse to renew, or revoke the registration
8 of a mover or moving broker; amending s. 507.04, F.S.;
9 removing a prohibition that precludes a mover from
10 limiting its liability for the loss or damage of
11 household goods to a specified valuation rate;
12 removing a requirement that a mover disclose a
13 liability limitation when the mover limits its
14 liability for a shipper's goods; requiring a mover to
15 indemnify a shipper for the loss of or damage to the
16 shipper's household goods caused by the mover during a
17 household move; authorizing the shipper to waive or
18 amend the indemnification for loss of or damage to the
19 shipper's household goods; requiring that the waiver
20 be made in a signed or electronic acknowledgment in
21 the contract; revising the time at which the mover
22 must disclose the terms of the coverage to the shipper
23 in writing; revising the information that the
24 disclosure must provide to the shipper; amending s.
25 507.05, F.S.; requiring a mover to conduct a physical
26 survey and provide a binding estimate unless waived by
27 the shipper; requiring specified content for the
28 binding estimate; authorizing a shipper to waive the
29 binding estimate in certain circumstances; requiring

24-00322-16

2016302__

30 the mover and shipper to sign or electronically
31 acknowledge the estimate; requiring the mover to
32 provide the shipper with a copy of the estimate at the
33 time of signature or electronic acknowledgment;
34 providing that a binding estimate may be amended only
35 under certain circumstances; prohibiting a mover from
36 collecting more than the amount of the binding
37 estimate; providing exceptions; requiring a mover to
38 allow a shipper at least 1 hour to determine whether
39 to authorize impracticable operations; requiring a
40 mover to retain a copy of the binding estimate for a
41 specified period; requiring a mover to provide a
42 contract for service to the shipper before providing
43 moving or accessorial services; revising the content
44 of the contract for service; requiring that a copy of
45 the contract for service accompany household goods in
46 certain circumstances; requiring a driver to have
47 possession of the contract before leaving the point of
48 origin; requiring a mover to retain a contract for
49 service for a specified period; creating s. 507.054,
50 F.S.; requiring the department to prepare a
51 publication that summarizes the rights and
52 responsibilities of, and remedies available to, movers
53 and shippers; requiring the department to make the
54 publication available to the public on the
55 department's website; requiring the mover to provide
56 an electronic or hard copy of the department's
57 publication to shippers at specified times; requiring
58 the publication to meet certain specifications;

24-00322-16

2016302__

59 requiring the shipper to acknowledge receipt of the
60 copy of the publication by signed or electronic
61 acknowledgment; providing penalties; creating s.
62 507.055, F.S.; requiring a mover to provide certain
63 disclosures to a prospective shipper; amending s.
64 507.06, F.S.; requiring a mover to relinquish
65 household goods on the agreed upon delivery date or
66 within a specified period unless waived by the
67 shipper; requiring a mover to notify and provide
68 certain information to a shipper if the mover cannot
69 perform delivery on the agreed upon date or during the
70 specified period; creating s. 507.065, F.S.; providing
71 a maximum amount that a mover may charge a shipper
72 unless waived by the shipper; requiring a mover to
73 bill a shipper for specified charges within a
74 specified timeframe in certain circumstances;
75 authorizing a mover to assess a late fee for any
76 uncollected charges in certain circumstances; amending
77 s. 507.07, F.S.; revising the provisions that
78 constitute a violation of ch. 507, F.S.; conforming
79 provisions to changes made by the act; amending s.
80 507.09, F.S.; requiring the department, upon
81 verification by certain entities, to immediately
82 suspend a registration or the processing of an
83 application for a registration in certain
84 circumstances; amending s. 507.10, F.S.; conforming a
85 provision to changes made by the act; amending s.
86 507.11, F.S.; conforming provisions to changes made by
87 the act; creating s. 507.14, F.S.; requiring the

24-00322-16

2016302__

88 department to adopt rules; providing an effective
89 date.

90

91 Be It Enacted by the Legislature of the State of Florida:

92

93 Section 1. Section 507.01, Florida Statutes, is amended to
94 read:

95 507.01 Definitions.—As used in this chapter, the term:

96 (1) "Accessorial services" means any service performed by a
97 mover which results in a charge to the shipper and is incidental
98 to the transportation or shipment of household goods, including,
99 but not limited to, valuation coverage; preparation of written
100 inventory; equipment, including dollies, hand trucks, pads,
101 blankets, and straps; storage, packing, unpacking, or crating of
102 articles; hoisting or lowering; waiting time; carrying articles
103 excessive distances to or from the mover's vehicle, which may be
104 cited as the term "long carry"; overtime loading and unloading;
105 reweighing; disassembly or reassembly; elevator or stair
106 carrying; boxing or servicing of appliances; and furnishing of
107 packing or crating materials. The term includes services not
108 performed by the mover but performed by a third party at the
109 request of the shipper or mover, if the charges for these
110 services are to be paid to the mover by the shipper at or before
111 the time of delivery.

112 (2) "Additional services" means any additional
113 transportation of household goods which is performed by a mover,
114 is not specifically included in a binding estimate or contract
115 for service, and results in a charge to the shipper.

116 (3)~~(2)~~ "Advertise" means to advise, announce, give notice

24-00322-16

2016302__

117 of, publish, or call attention by use of oral, written, or
118 graphic statement made in a newspaper or other publication or on
119 radio or television, any electronic medium, or contained in any
120 notice, handbill, sign, including signage on vehicle, flyer,
121 catalog or letter, or printed on or contained in any tag or
122 label attached to or accompanying any good.

123 (4) "Binding estimate" means a written or electronic
124 document that specifies the total cost of a move, including, but
125 not limited to, the loading, transportation or shipment, and
126 unloading of household goods and the accessorial services the
127 shipper must pay for the complete move of his or her household
128 goods.

129 (5)~~(3)~~ "Compensation" means money, fee, emolument, quid pro
130 quo, barter, remuneration, pay, reward, indemnification, or
131 satisfaction.

132 (6)~~(4)~~ "Contract for service" or "bill of lading" means a
133 written document approved by the shipper in writing before the
134 performance of any service which authorizes services from the
135 named mover and lists the services and all costs associated with
136 the household move and accessorial services to be performed.

137 (7)~~(5)~~ "Department" means the Department of Agriculture and
138 Consumer Services.

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

144 (8)~~(7)~~ "Household goods" or "goods" means personal effects
145 or other personal property commonly found in a home, personal

24-00322-16

2016302__

146 residence, or other dwelling, including, but not limited to,
147 household furniture. The term does not include freight or
148 personal property moving to or from a factory, store, or other
149 place of business.

150 (9)~~(8)~~ "Household move" or "move" means the loading of
151 household goods into a vehicle, moving container, or other mode
152 of transportation or shipment; the transportation or shipment of
153 those household goods; and the unloading of those household
154 goods, when the transportation or shipment originates and
155 terminates at one of the following ultimate locations,
156 regardless of whether the mover temporarily stores the goods
157 while en route between the originating and terminating
158 locations:

159 (a) From one dwelling to another dwelling;

160 (b) From a dwelling to a storehouse or warehouse that is
161 owned or rented by the shipper or the shipper's agent; or

162 (c) From a storehouse or warehouse that is owned or rented
163 by the shipper or the shipper's agent to a dwelling.

164 (10) "Impracticable operations" means operations of the
165 mover which are necessary to complete the move due to
166 substantial and unforeseen conditions arising after execution of
167 a contract for household services. Such conditions must make it
168 impractical for a mover to perform pickup or delivery services
169 for a household move as originally provided in the contract for
170 service.

171 (11)~~(9)~~ "Mover" means a person who, for compensation,
172 contracts for or engages in the loading, transportation or
173 shipment, or unloading of household goods as part of a household
174 move. The term does not include a postal, courier, envelope, or

24-00322-16

2016302__

175 package service that, or a personal laborer who, does not
176 advertise ~~itself~~ as a mover or moving service.

177 (12)~~(10)~~ "Moving broker" or "broker" means a person who,
178 for compensation, arranges for another person to load, transport
179 or ship, or unload household goods as part of a household move
180 or who, for compensation, refers a shipper to a mover by
181 telephone, postal or electronic mail, Internet website, or other
182 means.

183 (13)~~(11)~~ "Moving container" means a receptacle holding at
184 least 200 cubic feet of volume which is used to transport or
185 ship household goods as part of a household move.

186 (14) "Personal laborer" means a person hired directly by
187 the shipper to assist in the loading and unloading of the
188 shipper's household goods. The term does not include any person
189 who has contracted with or is compensated by a third party or
190 whose services are brokered as part of a household move.

191 (15)~~(12)~~ "Shipper" means a person who uses the services of
192 a mover to transport or ship household goods as part of a
193 household move.

194 (16)~~(13)~~ "Storage" means the temporary warehousing of a
195 shipper's goods while under the care, custody, and control of
196 the mover.

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

199 507.02 Construction; intent; application.—

200 (3) This chapter is intended to provide consistency and
201 transparency in moving practices and to create the presumption
202 that movers of household goods will make necessary disclosures
203 and educate uninformed shippers in order to secure the

24-00322-16

2016302__

204 satisfaction and confidence of shippers and members of the
205 public when using a mover.

206 Section 3. Subsection (8) of section 507.03, Florida
207 Statutes, is amended to read:

208 507.03 Registration.—

209 (8) The department may deny, refuse to renew, or revoke the
210 registration of any mover or moving broker based upon a
211 determination that the mover or moving broker, or any of the
212 mover's or moving broker's directors, officers, owners, or
213 general partners:

214 (a) Has failed to meet the requirements for registration as
215 provided in this chapter;

216 (b) Has been convicted of a crime involving fraud, theft,
217 larceny, embezzlement, or fraudulent conversion or
218 misappropriation of property or a crime arising from conduct
219 during a household move ~~dishonest dealing, or any other act of~~
220 ~~moral turpitude;~~

221 (c) Has not satisfied a civil fine or penalty arising out
222 of any administrative or enforcement action brought by any
223 governmental agency or private person based upon conduct
224 involving fraud, theft, dishonest dealing, or any violation of
225 this chapter;

226 (d) Has pending against him or her any criminal,
227 administrative, or enforcement proceedings in any jurisdiction,
228 based upon conduct involving fraud, theft, larceny,
229 embezzlement, or fraudulent conversion or misappropriation of
230 property or a crime arising from conduct during a household move
231 ~~dishonest dealing, or any other act of moral turpitude;~~ or

232 (e) Has had a judgment entered against him or her in any

24-00322-16

2016302__

233 action brought by the department or the Department of Legal
234 Affairs under this chapter or ss. 501.201-501.213, the Florida
235 Deceptive and Unfair Trade Practices Act.

236 Section 4. Subsections (1), (3), (4), and (5) of section
237 507.04, Florida Statutes, are amended to read:

238 507.04 Required insurance coverages; liability limitations;
239 valuation coverage.—

240 (1) CARGO LIABILITY INSURANCE.—

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

246 2. The mover must provide the department with evidence of
247 liability insurance coverage before the mover is registered with
248 the department under s. 507.03. All insurance coverage
249 maintained by a mover must remain in effect throughout the
250 mover's registration period. ~~A mover's failure to maintain~~
251 ~~insurance coverage in accordance with this paragraph constitutes~~
252 ~~an immediate threat to the public health, safety, and welfare.~~
253 ~~If a mover fails to maintain insurance coverage, the department~~
254 ~~may immediately suspend the mover's registration or eligibility~~
255 ~~for registration, and the mover must immediately cease operating~~
256 ~~as a mover in this state. In addition, and notwithstanding the~~
257 ~~availability of any administrative relief pursuant to chapter~~
258 ~~120, the department may seek from the appropriate circuit court~~
259 ~~an immediate injunction prohibiting the mover from operating in~~
260 ~~this state until the mover complies with this paragraph, a civil~~
261 ~~penalty not to exceed \$5,000, and court costs.~~

24-00322-16

2016302__

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

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

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

271
272 The original bond or certificate of deposit must be filed with
273 the department and must designate the department as the sole
274 beneficiary. The department must use the bond or certificate of
275 deposit exclusively for the payment of claims to consumers who
276 are injured by the fraud, misrepresentation, breach of contract,
277 misfeasance, malfeasance, or financial failure of the mover or
278 moving broker or by a violation of this chapter by the mover or
279 broker. Liability for these injuries may be determined in an
280 administrative proceeding of the department or through a civil
281 action in a court of competent jurisdiction. However, claims
282 against the bond or certificate of deposit must only be paid, in
283 amounts not to exceed the determined liability for these
284 injuries, by order of the department in an administrative
285 proceeding. The bond or certificate of deposit is subject to
286 successive claims, but the aggregate amount of these claims may
287 not exceed the amount of the bond or certificate of deposit.

288 (3) INSURANCE COVERAGES.—The insurance coverages required
289 under paragraph (1) (a) and subsection (2) must be issued by an
290 insurance company or carrier licensed to transact business in

24-00322-16

2016302__

291 this state under the Florida Insurance Code as designated in s.
292 624.01. The department shall require a mover to present a
293 certificate of insurance of the required coverages before
294 issuance or renewal of a registration certificate under s.
295 507.03. The department shall be named as a certificateholder in
296 the certificate and must be notified at least 10 days before
297 cancellation of insurance coverage. A mover's failure to
298 maintain insurance coverage constitutes an immediate threat to
299 the public health, safety, and welfare. If a mover fails to
300 maintain insurance coverage, the department may immediately
301 suspend the mover's registration or eligibility for
302 registration, and the mover must immediately cease operating as
303 a mover in this state. In addition, and notwithstanding the
304 availability of any administrative relief pursuant to chapter
305 120, the department may seek from the appropriate circuit court
306 an immediate injunction prohibiting the mover from operating in
307 this state until the mover complies with this subsection. The
308 mover may also be assessed a civil penalty not to exceed \$5,000
309 and court costs.

310 (4) INDEMNIFICATION ~~LIABILITY LIMITATIONS; VALUATION~~
311 ~~RATES. A mover may not limit its liability for the loss or~~
312 ~~damage of household goods to a valuation rate that is less than~~
313 ~~60 cents per pound per article. A provision of a contract for~~
314 ~~moving services is void if the provision limits a mover's~~
315 ~~liability to a valuation rate that is less than the minimum rate~~
316 ~~under this subsection. If a mover limits its liability for a~~
317 ~~shipper's goods, the mover must disclose the limitation,~~
318 ~~including the valuation rate, to the shipper in writing at the~~
319 ~~time that the estimate and contract for services are executed~~

24-00322-16

2016302__

320 and before any moving or accessorial services are provided. The
321 disclosure must also inform the shipper of the opportunity to
322 purchase valuation coverage if the mover offers that coverage
323 under subsection (5).

324 ~~(5) VALUATION COVERAGE.~~—A mover shall indemnify ~~may offer~~
325 ~~valuation coverage to compensate~~ a shipper for the full
326 replacement value loss or damage of the shipper's household
327 goods that are lost or damaged by the mover during a household
328 move. The shipper may waive or amend the indemnification, and
329 the waiver must be made by a signed or electronic acknowledgment
330 in the contract ~~If a mover offers valuation coverage, the~~
331 ~~coverage must indemnify the shipper for at least the minimum~~
332 ~~valuation rate required under subsection (4).~~ The mover must
333 disclose the terms of the indemnification coverage to the
334 shipper in writing in at the time that the binding estimate and
335 again when the contract for service is services ~~are executed and~~
336 ~~before any moving or accessorial services are provided. The~~
337 ~~disclosure must inform the shipper of the cost of the valuation~~
338 ~~coverage, the valuation rate of the coverage, and the~~
339 ~~opportunity to reject the coverage. If valuation coverage~~
340 ~~compensates a shipper for at least the minimum valuation rate~~
341 ~~required under subsection (4), the coverage satisfies the~~
342 ~~mover's liability for the minimum valuation rate.~~

343 Section 5. Section 507.05, Florida Statutes, is amended to
344 read:

345 507.05 Physical surveys, binding estimates, and contracts
346 for service. ~~Before providing any moving or accessorial~~
347 ~~services, a contract and estimate must be provided to a~~
348 ~~prospective shipper in writing, must be signed and dated by the~~

24-00322-16

2016302__

349 ~~shipper and the mover, and must include:~~

350 (1) PHYSICAL SURVEY.—A mover must conduct a physical survey
351 of the household goods to be moved and provide the prospective
352 shipper with a binding estimate.

353 (2) WAIVER OF SURVEY.—A shipper may elect to waive the
354 physical survey, and such waiver must be in writing and must be
355 signed or electronically acknowledged by the shipper before
356 provision. The mover shall retain a copy of the waiver as an
357 addendum to the contract for service.

358 (3) BINDING ESTIMATE.—Before executing a contract for
359 service, and at least 48 hours before the scheduled time and
360 date of the household move, a mover must provide a binding
361 estimate. The binding estimate shall be based on a physical
362 survey conducted under subsection (1), unless waived pursuant to
363 subsection (2).

364 (a) The shipper may waive the binding estimate if the
365 waiver is made in writing and is signed or electronically
366 acknowledged before the commencement of the 48-hour period
367 before the household goods are loaded. The mover shall retain a
368 copy of the waiver as an addendum to the contract for service.
369 To be enforceable, a waiver executed under this paragraph must,
370 at a minimum, include a statement in uppercase type that is at
371 least 5 points larger than, and clearly distinguishable from,
372 the rest of the text of the waiver or release containing the
373 statement. Such statement must be used in the exact form that
374 the department determines by rule and must delineate the
375 specific rights that a shipper may lose by waiving the binding
376 estimate. Any waiver of a binding estimate must include such
377 statement.

24-00322-16

2016302__

378 (b) The shipper may also waive the 48-hour period if the
379 moving services requested commence within 48 hours of the
380 shipper's initial contact with the mover.

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

383 1. The table of measures or hourly quotation used by the
384 mover or the mover's agent in preparing the binding estimate.

385 2. The date the binding estimate was prepared and the
386 proposed date of the move, if any.

387 3. An itemized breakdown and description of services, and
388 the total cost to the shipper of loading, transporting or
389 shipping, unloading, and accessorial services.

390 4. A statement that the estimate is binding on the mover
391 and the shipper and that the charges shown apply only to those
392 services specifically identified in the estimate.

393 5. Identification of acceptable forms of payment.

394 (d) The binding estimate must be signed or electronically
395 acknowledged by the mover and the shipper, and a copy must be
396 provided to the shipper by the mover at the time that the
397 binding estimate is signed or electronically acknowledged.

398 (e) A binding estimate may be amended by the mover before
399 the scheduled loading of household goods for transportation or
400 shipment only if the shipper has requested additional services
401 of the mover not previously disclosed in the original binding
402 estimate, or upon mutual agreement of the mover and the shipper.
403 Once a mover begins to load the household goods for a move,
404 failure to execute a new binding estimate signifies that the
405 mover has reaffirmed the original binding estimate.

406 (f) A mover may not collect more than the amount of the

24-00322-16

2016302__

407 binding estimate unless:

408 1. The shipper waives receipt of a binding estimate under
409 this subsection;

410 2. The shipper tenders additional household goods, requests
411 additional services, or requires services that are not
412 specifically included in the binding estimate, in which case the
413 mover may execute an addendum to the binding estimate describing
414 the additional household goods or need for additional services
415 and the associated charges in writing. The mover must allow the
416 shipper at least 1 hour to determine whether to execute the
417 addendum. The mover may require full payment at the destination
418 for the costs associated with the requested additional services
419 as provided in the addendum to the binding estimate. If the
420 shipper refuses to execute the addendum, the mover may refuse to
421 ship the additional goods or perform the additional services
422 requested; or

423 3. The mover advises the shipper, in advance of
424 performance, that impracticable operations are essential to
425 properly perform the move. The mover must allow the shipper at
426 least 1 hour to determine whether to authorize the additional
427 services necessary due to the impracticable operations.

428 a. If the shipper agrees to pay for the impracticable
429 operations, the mover must execute a written addendum to the
430 contract for service, which must be signed or electronically
431 acknowledged by the shipper. The addendum may be delivered to
432 the shipper by personal delivery, facsimile, e-mail, overnight
433 courier, or certified mail, with return receipt requested. The
434 mover must bill the shipper for the agreed upon additional
435 services within 15 days after the delivery of those additional

24-00322-16

2016302__

436 services pursuant to s. 507.065.

437 b. If the shipper does not agree to pay for the additional
438 services necessary due to the impracticable operations, the
439 mover may perform and, pursuant to s. 507.065, bill the shipper
440 for those additional services necessary to complete the
441 delivery. It is the mover's burden to show that the
442 impracticable operations were necessary to properly perform the
443 move.

444 (g) A mover shall retain a copy of the binding estimate and
445 any addendum thereto for each move performed for at least 1 year
446 after its preparation date as an attachment to the contract for
447 service.

448 (4) CONTRACT FOR SERVICE.—Before providing any household
449 move or accessorial services, a mover must provide a contract
450 for service to the shipper, which the shipper must sign, or
451 electronically acknowledge, and date.

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

453 1.~~(1)~~ The name, telephone number, and physical address
454 where the mover's employees are available during normal business
455 hours.

456 2.~~(2)~~ The date the contract was ~~or estimate is~~ prepared and
457 the ~~any~~ proposed date of the move, if any.

458 3.~~(3)~~ The name and address of the shipper, the addresses
459 where the articles are to be picked up and delivered, and a
460 telephone number where the shipper may be reached.

461 4.~~(4)~~ The name, telephone number, and physical address of
462 any location where the household goods will be held pending
463 further transportation, including situations in which ~~where~~ the
464 mover retains possession of household goods pending resolution

24-00322-16

2016302__

465 of a fee dispute with the shipper.

466 5.~~(5)~~ A binding estimate provided in accordance with
467 subsection (3) An itemized breakdown and description and total
468 of all costs and services for loading, transportation or
469 shipment, unloading, and accessorial services to be provided
470 during a household move or storage of household goods.

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

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

477 8.~~(6)~~ Acceptable forms of payment, which must be clearly
478 and conspicuously disclosed to the shipper on the binding
479 estimate and the contract for service. A mover must shall accept
480 at least a minimum of two of the three following forms of
481 payment:

482 a.~~(a)~~ Cash, cashier's check, money order, or traveler's
483 check;

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

486 c.~~(c)~~ Valid credit card, which shall include, but not be
487 limited to, Visa or MasterCard.

488

489 ~~A mover must clearly and conspicuously disclose to the shipper~~
490 ~~in the estimate and contract for services the forms of payments~~
491 ~~the mover will accept, including the forms of payment described~~
492 ~~in paragraphs (a) - (c).~~

493 (b) Each addendum to the contract for service is an

24-00322-16

2016302__

494 integral part of the contract.

495 (c) A copy of the contract for service must accompany the
496 household goods whenever they are in the mover's or the mover's
497 agent's possession. Before a vehicle that is being used for the
498 move leaves the point of origin, the driver responsible for the
499 move must have the contract for service in his or her
500 possession.

501 (d) A mover shall retain a contract for service for each
502 move it performs for at least 1 year after the date the contract
503 for service is signed or electronically acknowledged.

504 Section 6. Section 507.054, Florida Statutes, is created to
505 read:

506 507.054 Publication.—

507 (1) The department shall prepare a publication that
508 includes a summary of the rights and responsibilities of, and
509 remedies available to, movers and shippers under this chapter.
510 The publication must include a statement that a mover's failure
511 to relinquish household goods as required by this chapter
512 constitutes a felony of the third degree, punishable as provided
513 in s. 775.082, s. 775.083, or s. 775.084, that any other
514 violation of this chapter constitutes a misdemeanor of the first
515 degree, punishable as provided in s. 775.082 or s. 775.083, and
516 that any violation of this chapter constitutes a violation of
517 the Florida Deceptive and Unfair Trade Practices Act. The
518 publication must also include a notice to the shipper about the
519 potential risks of shipping sentimental or family heirloom
520 items. The department shall make the publication available to
521 the public on the department's website.

522 (2) A mover must provide an electronic or hard copy of the

24-00322-16

2016302__

523 department's publication to shippers at the physical survey, or
524 if the physical survey is timely waived by the shipper, before
525 contracting for the household move.

526 (3) A mover may customize the color, design, and dimension
527 of the front and back covers of the standard department
528 publication. If the mover customizes the publication, the
529 customized publication must include the content specified in
530 subsection (1) and meet the following requirements:

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

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

538 (4) The shipper must acknowledge receipt of the electronic
539 or hard copy of the publication by signed or electronic
540 acknowledgment in the contract.

541 Section 7. Section 507.055, Florida Statutes, is created to
542 read:

543 507.055 Required disclosure and acknowledgment of rights
544 and remedies.—Before executing a contract for service for a
545 move, a mover must provide to a prospective shipper all of the
546 following:

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

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

550 Section 8. Subsections (1) and (3) of section 507.06,
551 Florida Statutes, are amended, and subsection (4) is added to

24-00322-16

2016302__

552 that section, to read:

553 507.06 Delivery and storage of household goods.—

554 (1) On the agreed upon delivery date or within the
555 timeframe specified in the contract for service, a mover must
556 relinquish household goods to a shipper and must place the
557 household goods inside a shipper's dwelling or, if directed by
558 the shipper, inside a storehouse or warehouse that is owned or
559 rented by the shipper or the shipper's agent, unless the shipper
560 has not tendered payment in accordance with s. 507.065 ~~in the~~
561 ~~amount specified in a written contract or estimate signed and~~
562 ~~dated by the shipper.~~ This requirement may be waived by the
563 shipper. A mover may not, under any circumstances, refuse to
564 relinquish prescription medicines and household goods for use by
565 children, including children's furniture, clothing, or toys,
566 ~~under any circumstances.~~

567 (3) A mover that lawfully fails to relinquish a shipper's
568 household goods may place the goods in storage until payment in
569 accordance with s. 507.065 is tendered; however, the mover must
570 notify the shipper of the location where the goods are stored
571 and the amount due within 5 days after receipt of a written
572 request for that information from the shipper, which request
573 must include the address where the shipper may receive the
574 notice. A mover may not require a prospective shipper to waive
575 any rights or requirements under this section.

576 (4) If a mover becomes aware that it cannot perform the
577 pickup or the delivery of household goods on the date agreed
578 upon or during the timeframe specified in the contract for
579 service due to circumstances not anticipated by the contract for
580 service, the mover shall notify the shipper of the delay and

24-00322-16

2016302__

581 advise the shipper of the amended date or timeframe within which
 582 the mover expects to pick up or deliver the household goods in a
 583 timely manner.

584 Section 9. Section 507.065, Florida Statutes, is created to
 585 read:

586 507.065 Payment.—

587 (1) Except as provided in s. 507.05(3), the maximum amount
 588 that a mover may charge before relinquishing household goods to
 589 a shipper is the exact amount of the binding estimate.

590 (2) A mover must bill a shipper for any charges assessed
 591 under this chapter which are not collected upon delivery of
 592 household goods at their destination within 15 days after such
 593 delivery. A mover may assess a late fee for any uncollected
 594 charges if the shipper fails to make payment within 30 days
 595 after receipt of the bill.

596 Section 10. Subsections (1), (4), and (5) and paragraphs
 597 (a) and (b) of subsection (6) of section 507.07, Florida
 598 Statutes, are amended to read:

599 507.07 Violations.—It is a violation of this chapter:

600 (1) To operate ~~conduct business as a mover or moving~~
 601 ~~broker, or advertise to engage in violation the business of,~~
 602 ~~moving or fail to comply with, ss. 507.03-507.08, or any other~~
 603 requirement under this chapter ~~offering to move, without being~~
 604 ~~registered with the department.~~

605 (4) To increase the contracted cost ~~fail to honor and~~
 606 ~~comply with all provisions of the contract for moving, loading,~~
 607 shipping, transporting, or unloading services in any way other
 608 than provided for in this chapter ~~or bill of lading regarding~~
 609 ~~the purchaser's rights, benefits, and privileges thereunder.~~

24-00322-16

2016302__

610 (5) To withhold delivery of household goods or in any way
611 hold household goods in storage against the expressed wishes of
612 the shipper if payment has been made as delineated in the
613 binding estimate, or contract for services, or pursuant to this
614 chapter.

615 ~~(6) (a) To include in any contract any provision purporting~~
616 ~~to waive or limit any right or benefit provided to shippers~~
617 ~~under this chapter.~~

618 (a) (b) Unless expressly authorized by this chapter, to seek
619 or solicit a waiver or acceptance of limitation from a shipper
620 concerning rights or benefits provided under this chapter.

621 Section 11. Section 507.09, Florida Statutes, is amended to
622 read:

623 507.09 Administrative remedies; penalties.-

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

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

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

632 (c) Directing that the person cease and desist specified
633 activities.

634 (d) Refusing to register or revoking or suspending a
635 registration.

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

638 (2) The department shall, upon notification and subsequent

24-00322-16

2016302__

639 written verification by a law enforcement agency, a court, a
 640 state attorney, or the Department of Law Enforcement,
 641 immediately suspend a registration or the processing of an
 642 application for a registration if the registrant, the applicant,
 643 or an officer or director of the registrant or applicant is
 644 formally charged with a crime involving fraud, theft, larceny,
 645 embezzlement, or fraudulent conversion or misappropriation of
 646 property or a crime arising from conduct during a household move
 647 until final disposition of the case or removal or resignation of
 648 that officer or director.

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

652 ~~(3) The department may adopt rules under ss. 120.536(1) and~~
 653 ~~120.54 to administer this chapter.~~

654 Section 12. Subsection (4) of section 507.10, Florida
 655 Statutes, is amended to read:

656 507.10 Civil penalties; remedies.—

657 (4) Except as expressly authorized by this chapter, any
 658 provision in a contract for service ~~services~~ or bill of lading
 659 from a mover or moving broker which ~~that~~ purports to waive,
 660 limit, restrict, or avoid any of the duties, obligations, or
 661 prescriptions of the mover or broker, as provided in this
 662 chapter, is void.

663 Section 13. Section 507.11, Florida Statutes, is amended to
 664 read:

665 507.11 Criminal penalties.—

666 (1) The refusal of a mover or a mover's employee, agent, or
 667 contractor to comply with an order from a law enforcement

24-00322-16

2016302__

668 officer to relinquish a shipper's household goods after the
669 officer determines that the shipper has tendered payment in
670 accordance with s. 507.065 ~~of the amount of a written estimate~~
671 ~~or contract~~, or after the officer determines that the mover did
672 not produce a signed or electronically acknowledged binding
673 estimate or contract for service upon which demand is being made
674 for payment, is a felony of the third degree, punishable as
675 provided in s. 775.082, s. 775.083, or s. 775.084. A mover's
676 compliance with an order from a law enforcement officer to
677 relinquish household goods to a shipper is not a waiver or
678 finding of fact regarding any right to seek further payment from
679 the shipper.

680 (2) Except as provided in subsection (1), any person or
681 business that violates this chapter commits a misdemeanor of the
682 first degree, punishable as provided in s. 775.082 or s.
683 775.083.

684 Section 14. Section 507.14, Florida Statutes, is created to
685 read:

686 507.14 Rulemaking.—The department shall adopt rules to
687 administer this chapter.

688 Section 15. This act shall take effect July 1, 2016.