

1 A bill to be entitled
 2 An act relating to the salvage of pleasure vessels;
 3 creating s. 559.9602, F.S.; providing scope and
 4 applicability; providing definitions; requiring
 5 salvors of pleasure vessels to provide specified
 6 written notice; providing an exception; providing
 7 remedies; specifying that such remedies are in
 8 addition to others provided by law; providing an
 9 effective date.

10
 11 Be It Enacted by the Legislature of the State of Florida:

12
 13 Section 1. Section 559.9602, Florida Statutes, is created
 14 to read:

15 559.9602 Salvage of pleasure vessels.-

16 (1) This section applies to all salvors operating within
 17 the waters of this state, as defined in s. 327.02(47), except:

18 (a) Any person who performs salvage work while employed by
 19 a municipal, county, state, or federal government when carrying
 20 out the functions of that government.

21 (b) Any person who engages solely in salvage work for:

22 1. Pleasure vessels that are owned, maintained, and
 23 operated exclusively by such person and for that person's own
 24 use; or

25 2. For-hire pleasure vessels that are rented for periods
26 of 30 days or less.

27 (c) Any person who owns or operates a marina or shore-
28 based repair facility and is in the business of repairing
29 pleasure vessels, where the salvage work takes place exclusively
30 at that person's facility.

31 (d) Any person who is in the business of repairing
32 pleasure vessels who performs the repair work at a landside or
33 shoreside location designated by the customer.

34 (e) Any person who is in the business of recovering,
35 storing, or selling pleasure vessels on behalf of insurance
36 companies that insure the vessels.

37 (2) As used in this section, the term:

38 (a) "Customer" means the owner of the pleasure vessel or
39 the person who has been given the authority by the owner to
40 authorize salvage work of the pleasure vessel.

41 (b) "Pleasure vessel" means any watercraft no more than 60
42 feet in length which is used solely for personal pleasure,
43 family use, or the transportation of executives, persons under
44 the employment, and guests of the owner.

45 (c) "Salvage work" means any assistance, services,
46 repairs, or other efforts rendered by a salvor relating to
47 saving, preserving, or rescuing a pleasure vessel or its
48 passengers and crew which are in marine peril. Salvage work does
49 not include towing a pleasure vessel.

50 (d) "Salvor" means a person in the business of voluntarily
51 providing assistance, services, repairs, or other efforts
52 relating to saving, preserving, or rescuing a pleasure vessel or
53 the vessel's passengers and crew which are in marine peril, in
54 exchange for compensation.

55 (3) (a) If the customer is present on the pleasure vessel,
56 the salvor shall provide the customer with written notice that
57 the service offered is not covered by any towing contract before
58 the salvor may begin salvage work on the pleasure vessel. The
59 written notice must include the following statement, in capital
60 letters of at least 12-point type, and must be signed by the
61 customer:

62
63 THE SERVICE OFFERED BY THE SALVOR IS CONSIDERED SALVAGE
64 WORK AND IS NOT COVERED BY ANY TOWING SERVICE CONTRACT. SALVAGE
65 WORK ALLOWS THE SALVOR TO PRESENT YOU, OR YOUR INSURANCE
66 COMPANY, WITH A BILL FOR THE CHARGES AT A LATER DATE. THE SALVOR
67 SHALL CALCULATE THE CHARGES ACCORDING TO FEDERAL SALVAGE LAW AND
68 SUCH CHARGES MAY EXCEED A CHARGE BASED ON A TIME AND MATERIALS
69 CALCULATION. THE CHARGES COULD AMOUNT TO AS MUCH AS THE ENTIRE
70 VALUE OF YOUR VESSEL, INCLUDING ITS GEAR AND EQUIPMENT.

71 IF YOU AGREE TO ALLOW THE SALVOR TO PERFORM THE OFFERED
72 SALVAGE WORK WITHOUT AN AGREEMENT FOR A FIXED CHARGE FOR THE
73 SALVAGE WORK, YOUR ONLY RECOURSE TO CHALLENGE THE ASSESSED

74 CHARGES IS BY A LAWSUIT IN FEDERAL COURT OR, IF YOU AND THE
75 SALVOR AGREE IN WRITING, BY BINDING ARBITRATION.

76 YOU MAY AGREE TO A FIXED CHARGE FOR THE SALVAGE WORK WITH
77 THE SALVOR BEFORE SALVAGE WORK BEGINS, AND THE AGREED CHARGE
78 SHALL BE DOCUMENTED ON THE U.S. OPEN FORM SALVAGE AGREEMENT OR
79 OTHER SUCH SALVAGE CONTRACT SIGNED BY YOU AND THE SALVOR. YOU
80 HAVE A RIGHT TO REJECT THE SALVOR'S OFFER OF SERVICES IF THE
81 SALVOR WILL NOT AGREE TO A FIXED CHARGE BEFORE BEGINNING SALVAGE
82 WORK.

83
84 CUSTOMER SIGNATURE:.....

85
86 DATE:.....TIME:.....

87
88 (b) The salvor is relieved of providing the written notice
89 required by this subsection if there is an imminent threat of
90 injury or death to any person on board the pleasure vessel. The
91 salvor must provide the written notice required by this
92 subsection when there is no longer an imminent threat of injury
93 or death to any person on board the pleasure vessel.

94 (4) (a) If a written notice is not provided before salvage
95 work begins as required by this section, the owner of a pleasure
96 vessel may bring an action in the appropriate court of competent
97 jurisdiction. An owner who prevails in such an action is
98 entitled to damages equal to 1.5 times the amount paid or

99 | awarded to the salvor, plus court costs and reasonable attorney
100 | fees.

101 | (b) The remedies provided for in this subsection shall be
102 | in addition to any other remedy provided by law.

103 | Section 2. This act shall take effect July 1, 2018.