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A bill to be entitled  
An act relating to flood disclosures; creating s.  
83.512, F.S.; requiring a landlord of residential real  
property to provide specified information to a  
prospective tenant at or before the time the rental  
agreement is executed; specifying how such information  
must be disclosed; defining the term "flooding";  
providing that if a landlord fails to disclose flood  
information truthfully and a tenant suffers  
substantial loss or damage, the tenant may terminate  
the rental agreement by giving a written notice of  
termination and surrendering possession of the  
premises to the landlord within a specified timeframe;  
defining the term "substantial loss"; requiring a  
landlord to refund the tenant all amounts paid in  
advance for any period after the effective date of the  
termination of the rental agreement; providing that a  
tenant is still liable for any sum owed to the  
landlord before the termination of the rental  
agreement; amending s. 689.302, F.S.; revising the  
flood information that must be disclosed to  
prospective purchasers of residential real property;  
amending s. 718.503, F.S.; requiring a developer of a  
residential condominium unit to provide specified  
information to a prospective purchaser at or before  
the time the sales contract is executed; specifying  
how such information must be disclosed; defining the  
term "flooding"; amending s. 719.503, F.S.; requiring  
a developer of a residential condominium unit to

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30 provide specified information to a prospective  
31 purchaser at or before the time the sales contract is  
32 executed; specifying how such information must be  
33 disclosed; defining the term "flooding"; amending s.  
34 723.011, F.S.; requiring a park owner of a mobile home  
35 park to provide specified information to a prospective  
36 lessee at or before the time the rental agreement is  
37 executed; specifying how such information must be  
38 disclosed; defining the term "flooding"; providing  
39 that if a park owner fails to disclose flood  
40 information truthfully and a lessee suffers  
41 substantial loss or damage, the lessee may terminate  
42 the rental agreement by giving a written notice of  
43 termination to the park owner within a specified  
44 timeframe; specifying when the termination of a rental  
45 agreement is deemed effective; defining the term  
46 "substantial loss"; requiring a park owner to refund  
47 the lessee all amounts paid in advance for any period  
48 after the effective date of the termination of the  
49 rental agreement; providing that a lessee is still  
50 liable for any sum owed to the park owner before the  
51 termination of the rental agreement; providing an  
52 effective date.

53  
54 Be It Enacted by the Legislature of the State of Florida:

55  
56 Section 1. Section 83.512, Florida Statutes, is created to  
57 read:

58 83.512 Disclosure of flood risks to prospective tenant of

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residential real property.—

(1) A landlord must complete and provide a flood disclosure to a prospective tenant of residential real property at or before the execution of a rental agreement for a term of 1 year or longer. The flood disclosure must be in a separate document. The flood disclosure must be made in substantially the following form:

FLOOD DISCLOSURE

Flood Insurance: Renters' insurance policies do not include coverage for damage resulting from floods. Tenant is encouraged to discuss the need to purchase separate flood insurance coverage with Tenant's insurance agent.

1. Landlord has .... has no .... knowledge of any flooding that has damaged the dwelling unit during Landlord's ownership of the dwelling unit.

2. Landlord has .... has not .... filed a claim with an insurance provider relating to flood damage in the dwelling unit, including, but not limited to, a claim with the National Flood Insurance Program.

3. Landlord has .... has not .... received assistance for flood damage to the dwelling unit, including, but not limited to, assistance from the Federal Emergency Management Agency.

4. For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the dwelling unit caused by any of the following:

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88           a. The overflow of inland or tidal waters.

89           b. The unusual and rapid accumulation of runoff  
90           or surface waters from any established water source,  
91           such as a river, stream, or drainage ditch.

92           c. Sustained periods of standing water resulting  
93           from rainfall.

94  
95           (2) If a landlord violates this section and a tenant  
96           suffers a substantial loss or damage to the tenant's personal  
97           property as a result of flooding, the tenant may terminate the  
98           rental agreement by giving a written notice of termination and  
99           surrendering possession of the premises to the landlord no later  
100           than 30 days after the date of the damage or loss. Termination  
101           of a rental agreement under this section is effective upon the  
102           tenant surrendering possession of the dwelling unit. For the  
103           purpose of this section, the term "substantial loss or damage"  
104           means the total cost of repairs to or replacement of the  
105           personal property is 50 percent or more of the personal  
106           property's market value on the date the flooding occurred.

107           (3) A landlord shall refund the tenant all rent or other  
108           amounts paid in advance under the rental agreement for any  
109           period after the effective date of the termination of the rental  
110           agreement.

111           (4) This section does not affect a tenant's liability for  
112           delinquent, unpaid rent or other sums owed to the landlord  
113           before the date the rental agreement was terminated by the  
114           tenant under this section.

115           Section 2. Section 689.302, Florida Statutes, is amended to  
116           read:

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689.302 Disclosure of flood risks to prospective purchaser.—A seller must complete and provide a flood disclosure to a purchaser of residential real property at or before the time the sales contract is executed. The flood disclosure must be made in the following form:

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

(1) Seller has ☐ has no ☐ knowledge of any flooding that has damaged the property during Seller's ownership of the property.

(2) Seller has ☐ has not ☐ filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

(3)~~(2)~~ Seller has ☐ has not ☐ received ~~federal~~ assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.

(4)~~(3)~~ For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:

(a) The overflow of inland or tidal waters.

(b) The unusual and rapid accumulation of runoff

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146 or surface waters from any established water source,  
147 such as a river, stream, or drainage ditch.

148 (c) Sustained periods of standing water resulting  
149 from rainfall.

150  
151 Section 3. Paragraph (a) of subsection (1) of section  
152 718.503, Florida Statutes, is amended to read:

153 718.503 Developer disclosure prior to sale; nondeveloper  
154 unit owner disclosure prior to sale; voidability.—

155 (1) DEVELOPER DISCLOSURE.—

156 (a) *Contents of contracts.*—Any contract for the sale of a  
157 residential unit or a lease thereof for an unexpired term of  
158 more than 5 years shall:

159 1. Contain the following legend in conspicuous type:

160  
161 THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING  
162 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL  
163 WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS  
164 AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF  
165 THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY  
166 THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES.  
167 THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING  
168 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL  
169 WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE  
170 DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR  
171 MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO  
172 THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY  
173 RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE  
174 TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS

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175 AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS  
176 REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL  
177 TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET  
178 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE  
179 CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN  
180 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND  
181 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION  
182 OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH  
183 ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN  
184 COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE  
185 OFFERING.

186  
187 2. Contain the following caveat in conspicuous type on the  
188 first page of the contract:  
189

190 ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS  
191 CORRECTLY STATING THE REPRESENTATIONS OF THE  
192 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE  
193 SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS  
194 REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE  
195 FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.  
196

197 3. If the unit has been occupied by someone other than the  
198 buyer, contain a statement that the unit has been occupied.

199 4. If the contract is for the sale or transfer of a unit  
200 subject to a lease, include as an exhibit a copy of the executed  
201 lease and shall contain within the text in conspicuous type:

202 "THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE)."

203 5. If the contract is for the lease of a unit for a term of

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204 5 years or more, include as an exhibit a copy of the proposed  
205 lease.

206 6. If the contract is for the sale or lease of a unit that  
207 is subject to a lien for rent payable under a lease of a  
208 recreational facility or other commonly used facility, contain  
209 within the text the following statement in conspicuous type:  
210

211 THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS  
212 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF  
213 COMMONLY USED FACILITIES. FAILURE TO PAY RENT MAY  
214 RESULT IN FORECLOSURE OF THE LIEN.  
215

216 7. State the name and address of the escrow agent required  
217 by s. 718.202 and state that the purchaser may obtain a receipt  
218 for his or her deposit from the escrow agent upon request.

219 8. If the contract is for the sale or transfer of a unit in  
220 a condominium in which timeshare estates have been or may be  
221 created, contain within the text in conspicuous type: "UNITS IN  
222 THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES." The contract  
223 for the sale of a fee interest in a timeshare estate shall also  
224 contain, in conspicuous type, the following:  
225

226 FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL  
227 ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A FEE  
228 INTEREST IN A TIMESHARE ESTATE, THE MANAGING ENTITY IS  
229 GENERALLY CONSIDERED THE TAXPAYER UNDER FLORIDA LAW.  
230 YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A  
231 TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE  
232 PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA



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233 STATUTES.

234  
235 9. Contain within the text the following statement in  
236 conspicuous type:

237  
238 HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE  
239 FOR DAMAGE RESULTING FROM FLOODING. BUYER IS  
240 ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE  
241 FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

242  
243 DEVELOPER HAS .... HAS NO .... KNOWLEDGE OF ANY  
244 FLOODING THAT HAS DAMAGED THE PROPERTY DURING  
245 DEVELOPER'S OWNERSHIP OF THE PROPERTY.

246  
247 DEVELOPER HAS .... HAS NOT .... FILED A CLAIM WITH AN  
248 INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE  
249 PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT  
250 LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE  
251 PROGRAM.

252  
253 DEVELOPER HAS .... HAS NOT .... RECEIVED ASSISTANCE  
254 FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,  
255 INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE  
256 FEDERAL EMERGENCY MANAGEMENT AGENCY.

257  
258 FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM  
259 "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF  
260 PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR  
261 COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR

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TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF  
RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER  
SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR  
SUSTAINED PERIODS OF STANDING WATER RESULTING FROM  
RAINFALL.

Section 4. Paragraph (a) of subsection (1) of section  
719.503, Florida Statutes, is amended to read:

719.503 Disclosure prior to sale.—

(1) DEVELOPER DISCLOSURE.—

(a) *Contents of contracts.*—Any contracts for the sale of a  
unit or a lease thereof for an unexpired term of more than 5  
years shall contain:

1. The following legend in conspicuous type:

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING  
WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL  
WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS  
AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF  
THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY  
THE DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES.  
THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING  
WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL  
WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE  
DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR  
MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO  
THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY  
RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE  
TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS

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291 AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS  
292 REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL  
293 TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET  
294 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE  
295 COOPERATIVE ACT ARE ESTIMATES ONLY AND REPRESENT AN  
296 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND  
297 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION  
298 OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH  
299 ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN  
300 COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE  
301 OFFERING.

302  
303 2. The following caveat in conspicuous type shall be placed  
304 upon the first page of the contract:

305  
306 ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS  
307 CORRECTLY STATING THE REPRESENTATIONS OF THE  
308 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE  
309 SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS  
310 REQUIRED BY SECTION 719.503, FLORIDA STATUTES, TO BE  
311 FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

312  
313 3. If the unit has been occupied by someone other than the  
314 buyer, a statement that the unit has been occupied.

315 4. If the contract is for the sale or transfer of a unit  
316 subject to a lease, the contract shall include as an exhibit a  
317 copy of the executed lease and shall contain within the text in  
318 conspicuous type: "THE UNIT IS SUBJECT TO A LEASE (OR  
319 SUBLEASE)."

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320           5. If the contract is for the lease of a unit for a term of  
321 5 years or more, the contract shall include as an exhibit a copy  
322 of the proposed lease.

323           6. If the contract is for the sale or lease of a unit that  
324 is subject to a lien for rent payable under a lease of a  
325 recreational facility or other common areas, the contract shall  
326 contain within the text the following statement in conspicuous  
327 type: "THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS  
328 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMON  
329 AREAS. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE  
330 LIEN."

331           7. The contract shall state the name and address of the  
332 escrow agent required by s. 719.202 and shall state that the  
333 purchaser may obtain a receipt for his or her deposit from the  
334 escrow agent, upon request.

335           8. If the contract is for the sale or transfer of a unit in  
336 a cooperative in which timeshare estates have been or may be  
337 created, the following text in conspicuous type: "UNITS IN THIS  
338 COOPERATIVE ARE SUBJECT TO TIMESHARE ESTATES." The contract for  
339 the sale of a timeshare estate must also contain, in conspicuous  
340 type, the following:

341  
342           FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL  
343 ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A  
344 TIMESHARE ESTATE, THE MANAGING ENTITY IS GENERALLY  
345 CONSIDERED THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE  
346 THE RIGHT TO CHALLENGE AN ASSESSMENT BY A TAXING  
347 AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT  
348 TO THE PROVISIONS OF CHAPTER 194, FLORIDA STATUTES.

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349  
350 9. Contain within the text the following statement in  
351 conspicuous type:

352  
353 HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE  
354 FOR DAMAGE RESULTING FROM FLOODING. BUYER IS  
355 ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE  
356 FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

357  
358 DEVELOPER HAS .... HAS NO .... KNOWLEDGE OF ANY  
359 FLOODING THAT HAS DAMAGED THE PROPERTY DURING  
360 DEVELOPER'S OWNERSHIP OF THE PROPERTY.

361  
362 DEVELOPER HAS .... HAS NOT .... FILED A CLAIM WITH AN  
363 INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE  
364 PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT  
365 LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE  
366 PROGRAM.

367  
368 DEVELOPER HAS .... HAS NOT .... RECEIVED ASSISTANCE  
369 FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,  
370 INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE  
371 FEDERAL EMERGENCY MANAGEMENT AGENCY.

372  
373 FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM  
374 "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF  
375 PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR  
376 COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR  
377 TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF

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RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER  
SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR  
SUSTAINED PERIODS OF STANDING WATER RESULTING FROM  
RAINFALL.

Section 5. Subsection (6) is added to section 723.011,  
Florida Statutes, to read:

723.011 Disclosure prior to rental of a mobile home lot;  
prospectus, filing, approval.—

(6) (a) A mobile home park owner must complete and provide a  
flood disclosure to a prospective lessee of a mobile home lot.  
Delivery must be made prior to execution of the lot rental  
agreement or at the time of occupancy, whichever occurs first.  
The flood disclosure must be in a separate document. The flood  
disclosure must be made in substantially the following form:

FLOOD DISCLOSURE

Flood Insurance: Homeowners' and renters' insurance  
policies do not include coverage for damage resulting  
from floods. You are encouraged to discuss the need to  
purchase separate flood insurance coverage with your  
insurance agent.

1. The park owner has .... has no .... knowledge  
of any flooding that has damaged the property during  
park owner's ownership of the property.

2. The park owner has .... has not .... filed a  
claim with an insurance provider relating to flood  
damage on the property, including, but not limited to,  
a claim with the National Flood Insurance Program.

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407           3. The park owner has .... has not .... received  
408           assistance for flood damage to the property,  
409           including, but not limited to, assistance from the  
410           Federal Emergency Management Agency.

411           4. For the purposes of this disclosure, the term  
412           "flooding" means a general or temporary condition of  
413           partial or complete inundation of the property caused  
414           by any of the following:

415                 a. The overflow of inland or tidal waters.

416                 b. The unusual and rapid accumulation of runoff  
417                 or surface waters from any established water source,  
418                 such as a river, stream, or drainage ditch.

419                 c. Sustained periods of standing water resulting  
420                 from rainfall.

421  
422           (b) If a park owner violates this section and a lessee  
423           suffers a substantial loss or damage to the lessee's mobile home  
424           or personal property as a result of flooding, the lessee may  
425           terminate the rental agreement by giving a written notice of  
426           termination to the park owner no later than 30 days after the  
427           date of the damage or loss. Termination of a rental agreement  
428           under this section is effective when the requirements of s.  
429           723.023(5) are met. For the purpose of this paragraph, the term  
430           "substantial loss or damage" means the total cost of repairs to  
431           or replacement of the mobile home and personal property is 50  
432           percent or more of the mobile home and personal property's  
433           market value on the date the flooding occurred.

434           (c) A park owner shall refund the lessee all rent or other  
435           amounts paid in advance under the rental agreement for any

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436 period after the effective date of the termination of the rental  
437 agreement.

438 (d) This subsection does not affect a lessee's liability  
439 for delinquent, unpaid rent or other sums owed to the park owner  
440 before the date the rental agreement was terminated by the  
441 lessee under this subsection.

442 Section 6. This act shall take effect October 1, 2025.