

By Representatives Silver, Lacasa, Rodriguez-Chomat,
Lippman, Frankel, Murman, Geller, Morroni, Barreiro and Brown

1 A bill to be entitled
2 An act relating to the Florida Pawnbroking Act;
3 amending s. 539.001, F.S.; providing
4 substantive and procedural changes to the act;
5 modifying definitions; modifying requirements
6 for eligibility for license; requiring the
7 Division of Consumer Services of the Department
8 of Agriculture and Consumer Services to adopt a
9 standardized pawnbroker transaction form;
10 modifying recordkeeping and reporting
11 requirements; requiring pawnbrokers to insure
12 pledged goods in an amount not less than the
13 actual value of the pledged goods; prohibiting
14 a pawnbroker from refusing to allow a claimant
15 who seeks to obtain pledged or purchased goods
16 claimed to be misappropriated to inspect
17 pawnbroker transaction forms or receipts under
18 certain conditions; deleting requirement that
19 notice be made by certified mail; providing
20 that a person who engages in business as a
21 pawnbroker without a license is guilty of a
22 first degree misdemeanor; repealing s. 539.003,
23 F.S., relating to confidentiality of records
24 relating to pawnbroker transactions delivered
25 to law enforcement officers; providing an
26 effective date.

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

29
30 Section 1. Paragraphs (b), (c), (d), and (i) of
31 subsection (2), paragraph (a) of subsection (4), paragraphs

1 (a) and (b) of subsection (8), subsection (9), paragraphs (b)
2 and (d) of subsection (11), subsections (12) and (13),
3 paragraphs (a) and (b) of subsection (15), and subsections
4 (16), (17), and (20) of section 539.001, Florida Statutes,
5 1996 Supplement, are amended to read:

6 539.001 The Florida Pawnbroking Act.--

7 (2) DEFINITIONS.--As used in this section, the term:

8 (b) "Appropriate law enforcement official" means the
9 sheriff of the county in which a pawnshop is located or, in
10 case of a pawnshop located within a municipality, the police
11 chief of the municipality in which the pawnshop is located;
12 however, any sheriff or police chief may designate as the
13 appropriate law enforcement official for the county or
14 municipality, as applicable, any law enforcement officer
15 working within the county or municipality ~~for the department~~
16 headed by that sheriff or police chief. Nothing in this
17 subsection limits the power and responsibilities of the
18 sheriff.

19 (c) "Claimant" means a person who claims that his or
20 her property was misappropriated ~~and delivered into the~~
21 ~~possession of a pawnbroker.~~

22 (d) "Conveying customer" means a person who delivers
23 property into the custody of a pawnbroker, either by pawn,
24 sale, consignment, or trade, ~~which property is later claimed~~
25 ~~to be misappropriated.~~

26 (i) "Pawnbroker" means any person who is engaged in
27 the business of making pawns; who makes a public display
28 containing the term "pawn," "pawnbroker," or "pawnshop" or any
29 derivative thereof; ~~or~~ who publicly displays a sign or symbol
30 historically identified with pawns. A pawnbroker may also
31

1 engage in the business of purchasing goods which includes
2 consignment and trade.
3 (4) ELIGIBILITY FOR LICENSE.--
4 (a) To be eligible for a pawnbroker's license, an
5 applicant must:
6 1. Be of good moral character;
7 2. Have a net worth of at least \$50,000 or file with
8 the agency a bond issued by a surety company qualified to do
9 business in this state in the amount of \$10,000 for each
10 license. In lieu of the bond required in this section, the
11 applicant may establish a certificate of deposit or an
12 irrevocable letter of credit in a Florida banking institution
13 in the amount of the bond. The original bond, certificate of
14 deposit, or letter of credit shall be filed with the agency,
15 and the agency shall be the beneficiary to said document. The
16 bond, certificate of deposit, or letter of credit shall be in
17 favor of the agency for the use and benefit of any consumer
18 who is injured by the fraud, misrepresentation, breach of
19 contract, financial failure, or violation of any provision of
20 this section by the pawnbroker. Such liability may be enforced
21 either by proceeding in an administrative action or by filing
22 a judicial suit at law in a court of competent jurisdiction.
23 However, in such court suit, the bond, certificate of deposit,
24 or letter of credit posted with the agency shall not be
25 amenable or subject to any judgment or other legal process
26 issuing out of or from such court in connection with such
27 lawsuit, but such bond, certificate of deposit, or letter of
28 credit shall be amenable to and enforceable only by and
29 through administrative proceedings before the agency. It is
30 the intent of the Legislature that such bond, certificate of
31 deposit, or letter of credit shall be applicable and liable

1 only for the payment of claims duly adjudicated by order of
2 the agency. The bond, certificate of deposit, or letter of
3 credit shall be payable on a pro rata basis as determined by
4 the agency, but the aggregate amount may not exceed the amount
5 of the bond, certificate of deposit, or letter of credit;~~;~~

6 3. Not have been convicted of, entered a plea of
7 guilty or nolo contendere to, or had an adjudication withheld
8 for a felony within the last 10 years and not be acting as a
9 beneficial owner for someone who has been convicted of,
10 entered a plea of guilty or nolo contendere to, or had
11 adjudication withheld for a felony within the last 10 years;
12 and

13 4. Not have been convicted of, entered a plea of
14 guilty or nolo contendere to, or had adjudication withheld
15 for, and not be acting as a beneficial owner for someone who
16 has been convicted, of, entered a plea of guilty or nolo
17 contendere to, or had adjudication withheld for, a crime that
18 involves theft, larceny, dealing in stolen property, receiving
19 stolen property, burglary, embezzlement, obtaining property by
20 false pretenses, possession of altered property, or any other
21 fraudulent or dishonest dealing ~~the agency finds directly~~
22 ~~relates to the duties and responsibilities of a pawnbroker~~
23 within the last 10 years.

24 (8) PAWNBROKER TRANSACTION FORM.--

25 (a) At the time the pawnbroker enters into any pawn or
26 purchase transaction, the pawnbroker shall complete a
27 pawnbroker transaction form for such transaction, including an
28 indication of whether the transaction is a pawn or a purchase,
29 and the pledgor or seller shall sign such completed form. The
30 agency must adopt a standardized ~~approve the design and format~~
31 ~~of the~~ pawnbroker transaction form, which must elicit the

1 information required under this section. In completing the
2 pawnbroker transaction form, the pawnbroker shall record the
3 following information, which must be typed or written
4 indelibly and legibly in English on the front of the form.
5 (b) A pawnbroker transaction form must include:
6 1. The name and address of the pawnshop.
7 2. A complete and accurate description of the pledged
8 goods or purchased goods, including the following information,
9 if applicable:
10 a. Brand name.
11 b. Model number.
12 c. Manufacturer's serial number.
13 d. Size.
14 e. Color, as apparent to the untrained eye.
15 f. Precious metal type, weight, and content, if known.
16 g. Gemstone description, including the number of
17 stones.
18 h. In the case of firearms, the type of action,
19 caliber or gauge, number of barrels, barrel length, and
20 finish.
21 i. Any other unique identifying marks, numbers, names,
22 or letters.
23
24 Notwithstanding sub-subparagraphs a.-i., in the case of
25 multiple items of a similar nature delivered together in one
26 transaction which do not bear serial or model numbers and
27 which do not include precious metal or gemstones, such as
28 musical or video recordings, books, and hand tools, the
29 description of the items is adequate if it contains the
30 quantity of items and a description of the type of items
31 delivered.

1 3. The name, address, home telephone number, place of
2 employment, employment address, employment telephone number,
3 date of birth, physical description, and right thumbprint of
4 the pledgor or seller.

5 4. The date and time of the transaction.

6 5. The type of identification accepted from the
7 pledgor or seller, including the issuing agency and the
8 identification number.

9 6. In the case of a pawn:

10 a. The amount of money advanced, which must be
11 designated as the amount financed;

12 b. The maturity date of the pawn, which must be 30
13 days after the date of the pawn;

14 c. The default date of the pawn;

15 d.e. The ~~total~~ pawn service charge payable on the
16 maturity date, which must be designated as the finance charge;

17 e.d. The amount financed plus the finance charge that
18 must be paid to redeem the pledged goods on the maturity date,
19 which must be designated as the total of payments;

20 f.e. The annual percentage rate, computed according to
21 the regulations adopted by the Federal Reserve Board under the
22 federal Truth in Lending Act; and

23 g.f. A statement that:

24 (I) Any personal property pledged to a pawnbroker
25 within this state which is not redeemed within 30 days
26 following the maturity date of the pawn, if the 30th day is
27 not a business day, then the following business day, is
28 automatically forfeited to the pawnbroker, and absolute right,
29 title, and interest in and to the property vests in and is
30 deemed conveyed to the pawnbroker by operation of law, and no
31 further notice is necessary;

1 (II) The pledgor is not obligated to redeem the
2 pledged goods; and

3 (III) If the pawnbroker transaction form is lost,
4 destroyed, or stolen, the pledgor must immediately advise the
5 issuing pawnbroker in writing by certified or registered mail,
6 return receipt requested, or in person evidenced by a signed
7 receipt.

8 (IV) A pawn may be extended upon mutual agreement of
9 the parties.

10 7. In the case of a purchase, the amount of money paid
11 for the goods or the monetary value assigned to the goods in
12 connection with the transaction.

13 8. A statement that the pledgor or seller of the item
14 represents and warrants that it is not stolen, that it has no
15 liens or encumbrances against it, and that the pledgor or
16 seller is the rightful owner of the goods and has the right to
17 enter into the transaction.

18
19 Any person who knowingly gives false verification of ownership
20 or gives a false or altered identification and who receives
21 money from a pawnbroker for goods sold or pledged commits:

22 a. If the value of the money received is less than
23 \$300, a misdemeanor of the first degree, punishable as
24 provided in s. 775.082 or s. 775.083.

25 b. If the value of the money received is \$300 or more,
26 a felony of the third degree, punishable as provided in s.
27 775.082, s. 775.083, or s. 775.084.

28 ~~9. Immediately above the signature of the pledgor or~~
29 ~~seller, a statement that the pledgor or seller of the item~~
30 ~~declares: "Under penalty of perjury, I have read the~~
31 ~~foregoing document, and the facts stated in it are true."~~

1 (9) RECORDKEEPING; REPORTING; HOLD PERIOD.--
2 (a) A pawnbroker must maintain a ~~the original~~ copy of
3 each completed pawnbroker transaction form on the pawnshop
4 premises for at least 1 year ~~180 days~~ after the date of the
5 transaction. On or before the end of each business day, the
6 pawnbroker must deliver to the appropriate law enforcement
7 official the original ~~a copy of~~ pawnbroker transaction forms
8 for each of the transactions occurring during the previous
9 business day, unless other arrangements have been agreed upon
10 between the pawnbroker and the appropriate law enforcement
11 official. If the original transaction form is lost or
12 destroyed by the appropriate law enforcement official, a copy
13 may be used by the pawnbroker as evidence in court. If the
14 appropriate law enforcement agency supplies the appropriate
15 software and the pawnbroker presently has the computer
16 ability, pawn transactions shall be electronically
17 transferred.
18 (b) All goods delivered to a pawnbroker in a pawn or
19 purchase transaction must be securely stored and maintained in
20 an unaltered condition within the jurisdiction of the
21 appropriate law enforcement official for a period of 15
22 calendar days after the transaction. Those goods delivered to
23 a pawnbroker in a purchase transaction may not be sold or
24 otherwise disposed of before the expiration of such period.
25 The pawnbroker shall make all pledged and purchased goods
26 available for inspection by the appropriate law enforcement
27 official during normal business hours throughout such period.
28 The pawnbroker must store and maintain pledged goods for the
29 period prescribed in subsection (10) unless the pledged goods
30 are redeemed earlier; provided, however, that within the first
31 15 days after the original pawn, the pledged goods may be

1 redeemed only by the pledgor or the pledgor's attorney in
2 fact.

3 (11) PAWN SERVICE CHARGES.--

4 (b) The default date of any pawn may be extended to a
5 subsequent date by mutual agreement, between the pledgor and
6 the pawnbroker except the pawnbroker may not impose a minimum
7 duration of more than 30 days, evidenced by a written
8 memorandum, a copy of which must be supplied to the pledgor,
9 which must clearly specify the new default date, ~~the pawn~~
10 ~~service charges paid for the extension,~~and the pawn service
11 charges owed on the new default date. In this event, the daily
12 pawn service charge for the extension shall be equal to the
13 pawn service charge for the original 30-day period divided by
14 30 days (i.e., one-thirtieth of the original total pawn
15 service charge). There is no limit on the number of extensions
16 that the parties may agree to.

17 (d) Pledged goods may be redeemed by mail by agreement
18 between the pledgor and the pawnbroker. The pledgor must pay
19 in advance all moneys due and a reasonable charge assessed by
20 the pawnbroker to recover its cost and expenses involved in
21 the packaging, insuring, and shipping of the pledged goods. ~~if~~
22 The pawnbroker shall insure ~~insures~~ the pledged goods in an
23 amount not less than the actual value of the pledged goods.
24 ~~amount advanced to the pledgor in the pawn transaction,~~The
25 pawnbroker's liability for loss or damage in connection with
26 the shipment of such pledged goods is limited to the amount of
27 the insurance coverage obtained.

28 (12) PROHIBITED ACTS.--A pawnbroker, or an employee or
29 agent of a pawnbroker, may not:

30 (a) Falsify or intentionally fail to make an entry of
31 any material matter in a pawnbroker transaction form.

- 1 (b) Refuse to allow the agency, the appropriate law
2 enforcement official, or the state attorney, or any of their
3 designated representatives having ~~appropriate~~ jurisdiction, or
4 a claimant who seeks to obtain possession of purchased or
5 pledged goods held by a pawnbroker which the claimant claims
6 to be misappropriated,to inspect completed pawnbroker
7 transaction forms or pledged or purchased goods during the
8 ordinary hours of the pawnbroker's business or other time
9 acceptable to both parties.
- 10 (c) Obliterate, discard, or destroy a completed
11 pawnbroker transaction form sooner than 3 ~~2~~ years after the
12 date of the transaction.
- 13 (d) Accept a pledge or purchase property from a person
14 under the age of 18 years.
- 15 (e) Make any agreement requiring or allowing the
16 personal liability of a pledgor or the waiver of any of the
17 provisions of this section.
- 18 (f) Knowingly enter into a pawn or purchase
19 transaction with any person who is under the influence of
20 alcohol or controlled substances when such condition is
21 apparent, or with any person using the name of another or the
22 registered name of another's business.
- 23 (g) Conduct any pawn or purchase transaction at a
24 drive-through window or similar device in which the customer
25 remains in a vehicle while conducting the transaction.
- 26 (h) Fail to return or replace pledged goods to a
27 pledgor upon payment of the full amount due the pawnbroker,
28 unless the pledged goods have been placed under a hold order
29 under subsection (16), or taken into custody by a court or
30 otherwise disposed of by court order, ~~or lost or damaged~~.
- 31

1 (i) Sell or otherwise charge for insurance in
2 connection with a pawn transaction, except in connection with
3 the shipment of pledged goods redeemed by mail as provided in
4 subsection (11).

5 (j) Engage in title loan transactions at, within, or
6 adjoining a licensed pawnshop location.

7 (k) Lease pledged goods to the pledgor or any other
8 party.

9 (l) Operate a pawnshop between the hours of 10 p.m.
10 and 7 a.m.

11 (m) Hire anyone to work in a pawnshop who has been
12 convicted of, or entered a plea of guilty or nolo contendere
13 to, or had adjudication withheld for a felony within the last
14 10 years, or been convicted of, or entered a plea of guilty or
15 nolo contendere to, or had adjudication withheld for a crime
16 within the last 10 years which involves theft, larceny,
17 dealing in stolen property, receiving stolen property,
18 burglary, embezzlement, obtaining property by false pretenses,
19 possession of altered property, or any fraudulent, or
20 dishonest dealing.

21 (13) RIGHT TO REDEEM; LOST PAWNBROKER TRANSACTION
22 FORM.--

23 (a) Only a pledgor or a pledgor's authorized
24 representative ~~Any person presenting the pledgor's copy of the~~
25 ~~pawnbroker transaction form to the pawnbroker is presumed to~~
26 ~~be~~ entitled to redeem the pledged goods described in the
27 pawnbroker transaction form; however, if the pawnbroker
28 determines that the person is not the original pledgor, or the
29 pledgor's authorized representative, the pawnbroker is not
30 required to allow the redemption of the pledged goods by such
31 person. The person redeeming the pledged goods must sign the

1 pledgor's copy of the pawnbroker transaction form, which the
2 pawnbroker may retain as evidence of the person's receipt of
3 the pledged goods. If the person redeeming the pledged goods
4 is the pledgor's authorized representative ~~not the original~~
5 ~~pledgor~~, that person must present notarized authorization from
6 the original pledgor and show identification to the pawnbroker
7 and the pawnbroker shall record that person's name and address
8 on the pawnbroker transaction form retained by the pawnshop.
9 It is the pawnbroker's responsibility to verify that the
10 person redeeming the pledged goods is either the pledgor or
11 the pledgor's authorized representative ~~The pawnbroker is not~~
12 ~~liable to the original pledgor for allowing the redemption of~~
13 ~~the pledged goods by another person under this paragraph.~~

14 (b) If a pledgor's copy of the pawnbroker transaction
15 form is lost, destroyed, or stolen, the pledgor must notify
16 the pawnbroker in writing ~~by certified or registered mail,~~
17 ~~return receipt requested,~~ or in person evidenced by a signed
18 receipt, and receipt of this notice invalidates the pawnbroker
19 transaction form if the pledged goods have not previously been
20 redeemed. Before delivering the pledged goods or issuing a new
21 pawnbroker transaction form, the pawnbroker must require the
22 pledgor to make a written statement of the loss, destruction,
23 or theft of the pledgor's copy of the pawnbroker transaction
24 form. The pawnbroker must record on the written statement the
25 type of identification and the identification number accepted
26 from the pledgor, the date the statement is given, and the
27 number of the pawnbroker transaction form that was lost,
28 destroyed, or stolen. The statement must be signed by the
29 pawnbroker or the pawnshop employee who accepts the statement
30 from the pledgor. A pawnbroker is entitled to a fee not to
31 exceed \$2 in connection with each lost, destroyed, or stolen

1 pawnbroker transaction form and the taking of a properly
2 prepared written statement.

3 (c) Sales tax is not due or collectible in connection
4 with the redemption of pledged goods.

5 (d) If pledged goods are lost or damaged while in the
6 possession of the pawnbroker, the pawnbroker may satisfy the
7 pledgor's claim by replacing the lost or damaged goods with
8 like kinds of merchandise of equal value, with which the
9 pledgor can reasonably replace the goods. Such ~~an offer of~~
10 replacement is a defense to any civil action ~~prosecution~~ based
11 upon the loss or damage of the goods.

12 (15) CLAIMS AGAINST PURCHASED GOODS OR PLEDGED GOODS
13 HELD BY PAWNBROKERS.--

14 (a) To obtain possession of purchased or pledged goods
15 held by a pawnbroker which a claimant claims to be
16 misappropriated, the claimant must notify the pawnbroker in
17 writing ~~by certified mail, return receipt requested,~~ or in
18 person evidenced by signed receipt, of the claimant's claim to
19 the purchased or pledged goods. The notice must contain a
20 complete and accurate description of the purchased or pledged
21 goods and must be accompanied by a legible copy of the
22 applicable law enforcement agency's report on the
23 misappropriation of such property. If the claimant and the
24 pawnbroker do not resolve the matter within 10 ~~20~~ days after
25 the pawnbroker's receipt of the notice, ~~and if the pledged~~
26 ~~goods are not under a hold order under subsection (16),~~ the
27 claimant may petition the court to order the return of the
28 property, naming the pawnbroker ~~and the conveying customer~~ as
29 a defendant, and must serve the pawnbroker ~~and the conveying~~
30 ~~customer~~ with a copy of the petition. The pawnbroker shall
31 hold the property described in the petition until the right to

1 possession is resolved by the parties or by a court of
2 competent jurisdiction. The court shall waive any filing fee
3 for the petition to recover the property.~~The filing of a~~
4 ~~petition to recover allegedly misappropriated property must be~~
5 ~~accepted as a criminal complaint by the state attorney or~~
6 ~~court. A judgment in favor of a claimant to recover property~~
7 ~~constitutes the claimant's sworn testimony and must be~~
8 ~~accepted as evidence in any criminal prosecution.~~

9 (b) If, after notice and a hearing, the court finds
10 that the property was misappropriated and orders the return of
11 the property to the claimant:

12 1. The claimant may recover from the pawnbroker
13 ~~conveying customer~~ the cost of the action, including the
14 claimant's reasonable attorney's fees; and

15 2. If the conveying customer is convicted of theft, a
16 violation of this section, or dealing in stolen property, the
17 court shall order the conveying customer to ~~must~~ repay the
18 pawnbroker the full amount the conveying customer received
19 from the pawnbroker for the property, plus all applicable pawn
20 service charges, ~~and~~

21 ~~3. The conveying customer must pay the pawnbroker's~~
22 ~~costs incurred in the proceeding, including the pawnbroker's~~
23 ~~reasonable attorney's fees.~~

24 (16) HOLD ORDERS; ISSUANCE; REQUIRED INFORMATION;
25 PROCEDURES.--

26 (a) When an appropriate law enforcement official has
27 probable cause to believe that property in the possession of a
28 pawnbroker is misappropriated, the official may place a
29 written hold order on the property. The written hold order
30 shall ~~may~~ impose a holding period not to exceed 90 days unless
31

1 extended by court order. An appropriate law enforcement
2 official may place only one hold order on property.

3 (b) Upon the expiration of the holding period, the
4 pawnbroker shall ~~may~~ notify, in writing, the appropriate law
5 enforcement official by certified mail, return receipt
6 requested, that the holding period has expired. If, on the
7 10th day after the written notice has been received by the
8 appropriate law enforcement official, the pawnbroker has not
9 received from a court an extension of the hold order on the
10 property, title to the property shall vest in and be deemed
11 conveyed by operation of law to the pawnbroker, free of any
12 liability for claims but subject to any restrictions contained
13 in the pawn transaction contract and subject to the provisions
14 of this section.

15 (c) A hold order must specify:

16 1. The name and address of the pawnbroker.

17 2. The name, title, and identification number of the
18 representative of the appropriate law enforcement official or
19 the court placing the hold order.

20 3. If applicable, the name and address of the
21 appropriate law enforcement official or court to which such
22 representative is attached and the number, if any, assigned to
23 the claim regarding the property.

24 4. A complete description of the property to be held,
25 including model number and serial number if applicable.

26 5. The name of the person reporting the property to be
27 misappropriated unless otherwise prohibited by law.

28 6. The mailing address of the pawnbroker where the
29 property is held.

30 7. The expiration date of the holding period.

31

1 (d) The pawnbroker or the pawnbroker's representative
2 must sign and date a copy of the hold order as evidence of
3 receipt of the hold order and the beginning of the 90-day
4 holding period.

5 (e)1. Except as provided in subparagraph 2., a
6 pawnbroker may not release or dispose of property subject to a
7 hold order except pursuant to a court order, a written release
8 from the appropriate law enforcement official, or the
9 expiration of the holding period of the hold order.

10 2. While a hold order is in effect, the pawnbroker
11 must upon request ~~may~~ release the property subject to the hold
12 order to the custody of the appropriate law enforcement
13 official for use in a criminal investigation. The release of
14 the property to the custody of the appropriate law enforcement
15 official is not considered a waiver or release of the
16 pawnbroker's property rights or interest in the property. Upon
17 completion of the criminal proceeding investigation, the
18 property must be returned to the pawnbroker unless the court
19 orders other disposition. When such other disposition is
20 ordered, the court shall additionally order the conveying
21 customer to pay restitution to the pawnbroker in the amount
22 received by the conveying customer for the property together
23 with reasonable attorney's fees and costs.

24 ~~(f) If property is the subject of a lease or rental~~
25 ~~transaction between a claimant and a conveying customer at the~~
26 ~~time it is delivered to the pawnbroker, the property may not~~
27 ~~be considered misappropriated unless the property has a~~
28 ~~conspicuous permanent label or mark identifying it as the~~
29 ~~claimant's property. Property subject to a lease or rental~~
30 ~~transaction which is not marked as provided in this paragraph~~
31 ~~may be recovered by the claimant upon payment to the~~

1 ~~pawnbroker of all moneys paid or advanced by the pawnbroker in~~
2 ~~the pawn or purchase transaction and upon producing evidence~~
3 ~~identifying the property as the claimant's property that was~~
4 ~~leased or rented at the time the property was placed in the~~
5 ~~pawnbroker's possession. The pawnbroker is not liable for the~~
6 ~~recovery of leased or rental property under this paragraph.~~

7 (17) CRIMINAL PENALTIES.--

8 (a) Any person who engages in business as a pawnbroker
9 without first securing a license commits a misdemeanor ~~felony~~
10 of the first ~~third~~ degree, punishable as provided in s.
11 775.082 or ~~s. 775.083, or s. 775.084.~~

12 (b) In addition to any other penalty, a licensee, or
13 an agent or employee for the licensee, who willfully violates
14 this section or who willfully makes a false entry in any
15 record specifically required by this section commits a
16 misdemeanor of the first ~~second~~ degree, punishable as provided
17 in s. 775.082 or ~~s. 775.083, or s. 775.084.~~

18 ~~(c) Any conveying customer who fraudulently pledges or~~
19 ~~sells misappropriated property to a pawnbroker commits a~~
20 ~~felony of the third degree, punishable as provided in s.~~
21 ~~775.082, s. 775.083, or s. 775.084.~~

22 (20) CONFLICTING ORDINANCES.--Nothing in this chapter
23 precludes political subdivisions of the state and
24 municipalities from enacting ordinances more restrictive than
25 the provisions of this chapter. ~~Any county or municipality may~~
26 ~~enact ordinances that are in compliance with, but not more~~
27 ~~restrictive than this section, except that local ordinances~~
28 ~~may not restrict hours of operations other than between~~
29 ~~midnight and 6 a.m. Any ordinance that conflicts with this~~
30 ~~subsection is void. Nothing in this section shall affect the~~
31 ~~authority of a county or municipality to establish land use~~

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1 ~~controls or require a pawnbroker to obtain a local~~
2 ~~occupational license.~~

3 Section 2. Section 539.003, Florida Statutes, is
4 repealed.

5 Section 3. This act shall take effect October 1, 1997.

6

7 *****

8 SENATE SUMMARY

9 Amends the Florida Pawnbroking Act. Provides substantive
10 and procedural changes to the act. Modifies definitions.
11 Modifies requirements for eligibility for license.
12 Requires the Division of Consumer Services of the
13 Department of Agriculture and Consumer Services to adopt
14 a standardized pawnbroker transaction form. Modifies
15 recordkeeping and reporting requirements. Requires
16 pawnbrokers to insure pledged goods in an amount not less
17 than the actual value of the pledged goods. Prohibits a
18 pawnbroker from refusing to allow a claimant who seeks to
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20 misappropriated to inspect pawnbroker transaction forms
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25 s. 539.003, F.S., relating to confidentiality of records
26 relating to pawnbroker transactions delivered to law
27 enforcement officers.

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