

By Representative Gay

1 A bill to be entitled
2 An act relating to regulation of movers;
3 providing a short title; providing definitions;
4 providing construction, intent, and
5 application; requiring registration; requiring
6 operating permits and vehicle decals; providing
7 requirements, procedures, criteria, and
8 limitations; authorizing the Department of
9 Business and Professional Regulation to charge
10 certain fees; authorizing the department to
11 adopt rules; providing for denial, suspension,
12 and revocation of permits and decals; providing
13 requirements and procedures; providing for
14 hearings; providing for appeals; providing
15 procedures; requiring cargo valuation, cargo
16 legal liability, and motor vehicle insurance
17 coverage; providing requirements; providing
18 penalties; requiring moving vehicle signage;
19 requiring estimates of moving costs; providing
20 requirements, criteria, procedures, and
21 limitations; requiring contracts for service;
22 providing requirements; requiring disclosure
23 statements; specifying contents; prohibiting
24 charges in excess of written estimate;
25 providing an exception; specifying unlawful
26 charges; prohibiting refusal to relinquish
27 goods; requiring written inventories;
28 specifying acceptable forms of payment;
29 requiring timely shipping; requiring minimum
30 valuation coverage; providing for coverage in
31 excess of the minimum; requiring notice;

1 requiring maintenance of records; requiring
2 procedures for responding to inquiries and
3 complaints; providing requirements; prohibiting
4 collecting or requiring payment of certain
5 charges after loss or destruction; providing
6 for claims; providing requirements and
7 procedures; providing for consumer complaints;
8 providing requirements and procedures;
9 specifying fraudulent transfers of moving
10 companies; providing criteria; providing for
11 enforcement; providing penalties; providing for
12 fines; providing for waiver of certain rights
13 under certain circumstances; repealing local
14 laws or ordinances in conflict; providing
15 severability; providing an effective date.
16

17 Be It Enacted by the Legislature of the State of Florida:
18

19 Section 1. Short title.--This act may be cited as the
20 "Florida Movers Regulation Act."

21 Section 2. Definitions.--For the purposes of this act:

22 (1) "Accessorial services" means any service performed
23 by a mover which results in a charge to the shipper and is
24 incidental to the transportation service, including, but not
25 limited to: valuation coverage; preparation of written
26 inventory; storage, packing, unpacking, or crating of
27 articles; hoisting or lowering; waiting time; long carry,
28 which is defined to be carrying articles excessive distances
29 between the mover's vehicle and the residence; overtime
30 loading and unloading; reweighing; disassembly or reassembly;
31 elevator or stair carrying; boxing or servicing of appliances;

1 and furnishing of packing or crating materials. Accessorial
2 services also include services not performed by the mover but
3 by a third party at the request of the shipper or mover, if
4 the charges for such services are to be paid to the mover by
5 the shipper at or prior to the time of delivery.

6 (2) "Advertising" means any written statement made in
7 connection with the solicitation of a moving and storage
8 business and includes, without limitation, statements and
9 representations made in a newspaper, telephone yellow pages,
10 or other publications, on radio or television, or contained in
11 any notice, handbill, business card, sign, catalog, billboard,
12 brochure, poster, or letter.

13 (3) "Compensation" means money, fee, emolument, quid
14 pro quo, barter, remuneration, pay, reward, indemnification,
15 or satisfaction.

16 (4) "Contract for service" or "bill of lading" means a
17 written document prepared by the mover and approved by the
18 shipper in writing, prior to the performance of any service,
19 which authorizes services from the named mover and lists the
20 services and all costs associated with the transportation of
21 household goods and accessorial services to be performed on
22 behalf of the shipper.

23 (5) "Department" means the Department of Business and
24 Professional Regulation.

25 (6) "Division" means the Division of Professions of
26 the department.

27 (7) "Estimate" means a written document provided to
28 the prospective shipper which sets forth the total cost and
29 the basis of such costs related to a shipper's move, which
30 shall include, but not be limited to, transportation or
31 accessorial services.

1 (8) "Household goods" means personal effects or other
2 personal property found in a home, other personal residence,
3 other storage facility, or other location, of which the
4 shipper is the owner or agent of the owner of the items. The
5 term includes personal property held or found in a storage or
6 warehouse facility which is owned or rented by a shipper or
7 his or her agent. The term does not include freight or
8 personal property moving to or from a factory or store or
9 other place of business.

10 (9) "Inventory" means a detailed descriptive list of
11 all the goods, furniture, boxes, and other items that are
12 tendered to the mover by the shipper, showing the number and
13 condition of each item.

14 (10) "Mover" means any person who engages in the
15 transportation or shipment of household goods for compensation
16 or any person who holds himself or herself out to the general
17 public as engaging in the transportation or shipment of
18 household goods for compensation.

19 (11) "Person" means both plural and singular as the
20 context demands and includes individuals, partnerships,
21 corporations, companies, trusts, societies, associations, and
22 any other legal entities.

23 (12) "Shipper" means any person who uses the services
24 of a mover for the transportation or shipment of household
25 goods. The term includes any other person whom the shipper
26 designates in writing.

27 (13) "Storage" means warehousing of the shipper's
28 goods while under the care, custody, and control of the mover.

29 (14) "Vehicle decal" means a decal placed upon any
30 moving vehicle granted approval to provide moving services by
31 the division.

1 Section 3. Construction; intent; application.--
2 (1) The provisions of this act shall be construed
3 liberally to:
4 (a) Establish the law of this state governing the
5 transportation, shipment, and affiliated storage of household
6 goods.
7 (b) Address moving practices in this state in a manner
8 not inconsistent with federal law relating to consumer
9 protection.
10 (2) The provisions of this act shall apply to the
11 operations of any mover engaged in the intrastate
12 transportation of household goods, except this act shall not
13 be construed to include shipments contracted by the United
14 States, the state, or any local government or political
15 subdivision of the state. The provisions of this act shall
16 only apply to the transportation of household goods
17 originating in this state and terminating in this state.
18 (3) It is the intent of this act to secure the
19 satisfaction and confidence of shippers and members of the
20 public when using a mover.
21 (4) Nothing in this act shall be construed to remove
22 the authority or jurisdiction of any federal agency with
23 respect to goods or services regulated or controlled under
24 other provisions of law.
25 (5) This act does not apply to an act or practice
26 required or specifically permitted by federal law.
27 (6) All advertisements placed by movers shall furnish
28 the complete business address, telephone number, and
29 department moving permit number of such mover.
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1 Section 4. Registration; operating permit and decal
2 required; denial, suspension, and revocation of permit;
3 hearing; appeals.--

4 (1) No person shall engage in business or solicit
5 business or advertise in this state as a mover of household
6 goods originating in this state and terminating in this state
7 without first obtaining an operating permit and vehicle decal
8 from the division and maintaining such permit and decal as
9 required in this act.

10 (2) Each mover shall annually register with the
11 division for an operating permit and vehicle decal and provide
12 to the division: the mover's legal business and trade name,
13 current mailing address, and current business location for
14 each place from which the mover operates a main office, branch
15 offices, or storage locations; a designation of which location
16 constitutes the mover's principal place of business; a copy of
17 any occupational licenses; the full names, current mailing
18 addresses, current telephone numbers, and social security
19 numbers or federal tax identification numbers of the mover's
20 owners or corporate officers and directors; the Florida
21 registered agent of the corporation; a statement listing the
22 names of any other corporations, entities, or trade names
23 through which any owner, corporate officer, or director of the
24 registrant was known or did business as a mover within the 5
25 calendar years immediately preceding the year in which the
26 mover is submitting the application for registration; proof of
27 vehicle liability insurance and general liability insurance;
28 cargo legal liability insurance; the vehicle identification
29 number, license tag number, and gross weight of each
30 commercial motor vehicle operated by the mover; the number of
31 employees who are currently employed by the mover; proof of

1 workers' compensation insurance coverage required by chapter
2 440, Florida Statutes, a state certificate of exemption, or a
3 letter from the mover indicating that no such workers'
4 compensation is required by law; and proof of all insurances
5 required by section 5.

6 (3) Prior to any mover changing the mover's permitted
7 business location, telephone number, or registered agent, such
8 mover shall notify the division of such change in writing.
9 The permit may be modified upon completion of the required
10 forms and payment of a fee to be established by the
11 department.

12 (4) No permit shall be valid for any mover under any
13 other name or at any place other than that designated in the
14 permit. A permit is not transferable or assignable, nor shall
15 the ownership structure of the mover be so modified as to
16 constitute a change in the control or ownership of the permit.
17 If the business changes its name or ownership structure, a new
18 operating permit application and all permit fees shall be
19 submitted to division.

20 (5) The division shall require any person desiring to
21 obtain a permit as a mover to do so on forms prescribed by the
22 division. When obtaining a permit, changing a permit, or
23 renewing a permit, each mover shall furnish to the division a
24 nonrefundable fee. All permit fees shall be established by
25 the department by rule.

26 (6) The division shall issue to each mover an
27 operating permit in the form and size prescribed by the
28 division and which contains a permit number. Such permit
29 shall be prominently displayed to the public in the mover's
30 primary place of business. The currently assigned permit
31 number shall appear in all advertising, including telephone

1 listings in any and all telephone yellow pages; on all forms;
2 and on all commercial motor vehicles operated by the mover.
3 The continued use, display, or advertising of an expired
4 permit number is a violation of this act.

5 (7) The criteria for issuance of an operating permit
6 shall be compliance by the applicant with all the applicable
7 provisions of this act, submission to the division of a
8 completed application for a permit, and payment of applicable
9 fees. Operating permits may be issued by the division subject
10 to such conditions, limitations, and restrictions imposed by
11 the division as the division deems necessary to protect
12 customers and consumers, provided such conditions,
13 limitations, and restrictions are consistent with the
14 provisions of this act. Violation of a condition, limitation,
15 or restriction of a permit is a violation of this act. The
16 division may deny or refuse to renew the operating permit of
17 any mover based upon a determination that a mover or any of
18 its directors, officers, owners, or general partners:

19 (a) Has failed to meet the requirements for initial
20 application or renewal as provided in this section;

21 (b) Has been convicted of a crime involving fraud,
22 dishonest dealing, or theft involving transportation or
23 storage of household goods for compensation. The division may
24 conduct criminal background checks to obtain such information
25 from the Department of Law Enforcement or any other government
26 agency;

27 (c) Has not satisfied a civil fine or penalty arising
28 out of any administrative or enforcement action brought by any
29 governmental agency or private person based upon conduct
30 involving fraud or dishonest dealing, or any violation of this
31 act;

- 1 (d) Has committed a fraudulent transfer of a moving
2 company as described in section 19; or
- 3 (e) Has had a judgment or administrative order entered
4 against it, him, or her in any action brought by the division
5 under the provisions of this act.
- 6 (8) Any operating permit issued to any mover based
7 upon the presentation by such mover of false identification or
8 information, or identification not current with respect to
9 name, address, and place of employment, or any other fact
10 material to such permit, is void.
- 11 (9) The division may revoke or suspend an operating
12 permit issued pursuant to this act if the division determines
13 that the applicant has:
- 14 (a) Violated any provision of this act;
- 15 (b) Misrepresented or concealed a fact on the
16 application, renewal application, or replacement application
17 for an operating permit;
- 18 (c) Aided or abetted a person who has not obtained a
19 permit to evade or avoid the provisions of this act;
- 20 (d) Engaged in any conduct as part of the performance
21 of a contract for service which constitutes fraud;
- 22 (e) Violated any condition, limitation, or restriction
23 of a permit imposed by the division;
- 24 (f) Has been convicted of a crime involving fraud,
25 theft, or dishonest dealing involving transportation or
26 storage of household goods for compensation; or
- 27 (g) Failed to comply with the terms of a cease and
28 desist order, notice to correct a violation, written assurance
29 of voluntary compliance, or any other lawful order of the
30 department, division, or a special master.
- 31

1 (10) Two or more violations of the provisions of
2 subsection (6), paragraph (7)(b), subsection (14), section 5,
3 section 6, subsection (1) of section 8, section 9, subsection
4 (2) of section 10, subsection (1) of section 14, subsection
5 (1) of section 15, or subsection (4) of section 17, which
6 result in civil fines or penalties, judgements, or
7 administrative orders entered by the division or a conviction
8 or plea of guilty or nolo contendere, may result in the
9 revocation, suspension, or denial of the operating permit.
10 (11) Upon denial, revocation, or suspension of a
11 permit, the mover shall be entitled to an appeal according to
12 the following:
13 (a) Any moving company which has had an operating
14 permit denied, revoked, or suspended by the division, may
15 appeal such decision to the department within 20 days after
16 receipt of the decision. A nonrefundable filing fee must
17 accompany the written request for appeal. The filing fee shall
18 be established by rule of the department. The appeal shall be
19 reviewed at a hearing of the department within 60 days after
20 receipt by the division of the request for appeal.
21 (b) At the conclusion of any hearing conducted
22 pursuant to this subsection, the department shall orally
23 render its decision based on evidence entered into the record.
24 The decision shall be stated in a written order and mailed to
25 the moving company not later than 10 days after the hearing
26 and shall be deemed final agency action with regard to the
27 matter appealed.
28 (c) Any person may appeal a final determination of the
29 department within 30 days after the rendition of the decision
30 by filing a petition for writ of certiorari in a court of
31 competent jurisdiction in this state.

1 (12) In the event of loss, destruction, or mutilation
2 of an operating permit issued by the division, the person to
3 whom the operating permit was issued may obtain a replacement
4 of such permit upon furnishing satisfactory proof of loss,
5 destruction, or mutilation to the division and payment of the
6 applicable fee established by rule of the department.
7 Applications for a replacement operating permit shall include
8 the following information:

9 (a) Name and address of the applicant.

10 (b) A verified explanation of the loss, destruction,
11 or mutilation of the operating permit.

12 (c) Such other items and information as may be
13 required by the division.

14 (13) All moving permits shall be renewed annually.
15 As part of the renewal process, the previous year's
16 application shall be updated and verified by the applicant.
17 Each updated renewal application shall be accompanied by a
18 nonrefundable fee which shall be established by rule of the
19 department. All moneys received shall be deposited into the
20 department's Professional Regulation Trust Fund and shall be
21 used to accomplish the purposes of this act. All moving
22 permits which are not renewed shall automatically expire upon
23 the expiration date of the permit, as stated on the permit,
24 and all moving and storage services authorized under the
25 permit shall cease immediately. The division shall deny
26 renewal applications that are not timely, are incomplete, are
27 untrue in whole or in part, or are not accompanied by the
28 required nonrefundable fee or results in a determination by
29 the division that an applicant has failed to satisfy the
30 requirements of this act.

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1 (14) Each permitted moving company shall obtain a
2 decal from the division for each vehicle used for moving
3 household goods. A nonrefundable vehicle decal fee shall be
4 remitted to the division, in an amount provided by rule of the
5 department, together with a complete description of each
6 vehicle. Upon issuance of a vehicle decal, such decal shall
7 be affixed to the lower left corner of the front window in the
8 vehicle at all times. The vehicle decal remains the property
9 of the division and shall be used only under the authority of
10 the division. Annual replacement vehicle decals may be
11 obtained upon application to the division evidencing continued
12 compliance with the provisions of this act and payment of a
13 fee in an amount provided by rule of the department. No
14 vehicle decal may be sold, assigned, or otherwise transferred.
15 If a vehicle is destroyed or sold, the mover shall remove the
16 vehicle decal, if in existence, and surrender the remains to
17 the division. A nonrefundable fee for replacing decals shall
18 be established by rule of the department. Vehicle decals used
19 by moving companies for short-term rental vehicles shall be
20 affixed to the magnetic sign as required in section 6.

21 (15) Each vehicle decal and moving permit issued
22 pursuant to this section shall be valid and effective for 1
23 year and shall terminate on December 31 of each year. Failure
24 to submit a complete and true moving permit application and
25 the required fee for renewal by November 30 of each year shall
26 result in the assessment of a nonrefundable late fee. The
27 late fee shall be established by rule of the department. Upon
28 submission of an application, the division may provide the
29 mover with a receipt which shall constitute a provisional
30 moving permit and shall be valid for no longer than 45
31 calendar days or until the issuance or denial of the moving

1 permit, whichever comes first. Within 10 business days after
2 receipt of the division's notice of denial, such mover may
3 refile a complete and true application and pay a nonrefundable
4 refiling fee established by rule of the department. Failure
5 to refile an application within such 10-day period shall
6 result in the mover being required to submit a new application
7 and repay the nonrefundable permit fee and vehicle decal fees.

8 (16) Moving companies which are new to the state and
9 desire to operate in this state shall secure an operating
10 permit and follow the permitting procedures described in this
11 section prior to conducting business. If there are 6 months or
12 less remaining before the annual renewal period, the fee for
13 the operating permit shall be 50 percent of the approved fee,
14 otherwise all other fees are applicable.

15 (17) Applications for the first year of the permitting
16 process shall be submitted by November 30, 2000. Late fees
17 shall apply to all applications received after that date.

18 Section 5. Evidence of cargo legal liability valuation
19 and insurance coverage.--

20 (1) The minimum amounts of cargo valuation, cargo
21 legal liability insurance, and motor vehicle insurance
22 coverage provided by movers are as follows:

23 (a) Valuation coverage shall be at the rate of 60
24 cents per pound per article. Movers shall not apply any
25 deductible to this valuation coverage.

26 (b) Cargo legal liability insurance coverage for loss
27 or damage to household goods, with the exception of loss or
28 damage as the result of an act of God, inherent defect of the
29 property, or for loss or damage contributed to or caused by
30 the act or omission of the shipper, in the amount of no less
31 than \$50,000 per shipment.

1 (c) Motor vehicle combined bodily liability insurance
2 and property damage liability insurance which shall be issued
3 by an insurance carrier or company which is a participant in
4 the Florida Insurance Guaranty Association and which shall be
5 in accordance with the following:

6 1. One hundred thousand dollars per occurrence for a
7 commercial motor vehicle with a gross vehicle weight of less
8 than 26,000 pounds.

9 2. Two hundred fifty thousand dollars per occurrence
10 for a commercial motor vehicle with a gross vehicle weight of
11 26,000 pounds or more, but less than 44,000 pounds.

12 3. One million dollars per occurrence for a commercial
13 motor vehicle with a gross vehicle weight of 44,000 pounds or
14 more.

15 (2) All evidence of insurance shall be executed and
16 made available to the division upon application for an
17 operational permit. In addition, the policy shall provide an
18 endorsement providing for 30 days' written notice to the
19 division of any material change, expiration, or cancellation
20 of the policy. Evidence of the renewal of the policy shall be
21 filed with the division prior to such policy's expiration
22 date. Failure to file such evidence of insurance, or failure
23 to have such insurance in full force and effect, may result in
24 denial of a permit, revocation or suspension of the permit,
25 denial of renewal of such permit, issuance of a civil
26 citation, misdemeanor conviction, or other such remedies
27 available to the division under this section. The insurance
28 carrier or company must qualify as an insurance company
29 authorized to transact insurance in this state.

30 Section 6. Moving vehicles signage.--Each moving
31 vehicle must clearly display, on the exterior of the driver

1 and passenger sides, in letters at least 3 inches high,
2 permanently affixed, and in contrasting colors, the moving
3 company's name, physical address, telephone number, and permit
4 number. If short-term use of a rental vehicle by a moving
5 company is necessary, at a minimum, the same information and
6 requirements must be affixed to the vehicle through the use of
7 magnetic signs. Decals used for short-term rental vehicles
8 must be affixed to the magnetic signs.

9 Section 7. Estimates of moving costs.--

10 (1) A mover shall provide to a prospective shipper a
11 written estimate of the costs which will be charged for the
12 transportation, and accessorial services incidental to the
13 move, of such prospective shipper's household goods. No mover
14 shall charge for preparing an estimate unless, prior to
15 preparing the estimate, the mover:

16 (a) Clearly and conspicuously discloses in writing to
17 the prospective shipper the amount of the charge for the
18 preparation of the estimate or, if the amount cannot be
19 determined, the complete basis upon which the charge will be
20 calculated.

21 (b) Obtains the prospective shipper's written
22 authorization to prepare an estimate.

23 (2) A prospective shipper cannot waive the right to a
24 written estimate and a mover shall not require a prospective
25 shipper to waive the right to a written estimate.

26 (3) The written estimate provided to the prospective
27 shipper shall include, at a minimum:

28 (a) The current name, telephone number, permit number,
29 and physical address of the mover at which employees of the
30 mover are available during normal business hours.

31

1 (b) The name and address of the shipper, including the
2 addresses at which the items are to be picked up and
3 delivered, if known, and, if available, a telephone number
4 where the shipper may be reached.

5 (c) The name, telephone number, and physical address
6 of the storage facility or warehouse where the goods will be
7 held pending further transportation, if applicable.

8 (d) A complete itemization and description of all
9 costs and services for transportation and accessorial services
10 to be provided during a move or storage of household goods.
11 The mover shall provide a total of all costs to the shipper.

12 (e) The method of payment, subject to the provisions
13 of section 12.

14 (f) A statement regarding the mover's limitation of
15 liability, subject to the provisions of section 14.

16 (g) The following in bold capitalized letters of at
17 least 12-point type:

18
19 PLEASE READ CAREFULLY

20
21 IF YOU HAVE A QUESTION OR COMPLAINT, PLEASE
22 CONTACT THE DIVISION OF PROFESSIONS OF THE
23 DEPARTMENT OF BUSINESS AND PROFESSIONAL
24 REGULATION IN TALLAHASSEE, FLORIDA.

25
26 ESTIMATE OF TOTAL COST
27 PURSUANT TO STATE LAW

28
29 YOU ARE ENTITLED TO A WRITTEN ESTIMATE OF THE
30 TOTAL COST OF YOUR MOVE. IT IS A VIOLATION OF
31 STATE LAW IF THE TOTAL COST OF YOUR MOVE

1 EXCEEDS THE AMOUNT OF YOUR WRITTEN ESTIMATE BY
2 MORE THAN TEN PERCENT. PLEASE REVIEW THIS
3 DOCUMENT TO MAKE SURE THE ESTIMATE IS COMPLETE.

4
5 (4) Prior to performing any transportation or
6 accessorial service, a copy of the estimate, signed by the
7 mover, shall be delivered to the prospective shipper. In
8 addition, a copy shall be maintained by the mover as part of
9 the mover's records.

10 (5) Nothing in this act shall be construed to require
11 a prospective shipper to enter into a contract for service
12 with a mover based upon the issuance of an estimate.

13 (6) The estimate and disclosure may be provided on the
14 same form as the contract for service.

15 (7) No mover shall provide an oral estimate to any
16 prospective shipper without subsequently providing this
17 estimate in written form as required by this act.

18 (8) Notwithstanding the provisions of this act, no
19 written estimate is required when there are continued
20 transactions between the same shipper and mover and the mover
21 has on file a letter of understanding executed by the shipper
22 which lists a date certain to which said shipper waives its
23 right to a written estimate.

24 Section 8. Contract for service; bill of lading.--

25 (1) Prior to the performance of any service by a mover
26 on behalf of a shipper, the mover shall prepare a written
27 contract for service which shall be approved, signed, timed,
28 and dated by the shipper or the shipper's agent and the mover
29 and shall provide the shipper with a copy of such contract.

30 (2) A contract for service shall clearly and
31 conspicuously disclose, at a minimum, the following:

- 1 (a) The current name, telephone number, permit number,
2 and physical address of the mover at which employees of the
3 mover are on duty during business hours.
- 4 (b) The name and address of the shipper, including the
5 addresses at which the items are to be picked up and
6 delivered, and, if available, a telephone number where the
7 shipper may be reached.
- 8 (c) The name, telephone number, and physical address
9 of the storage facility or warehouse where the goods will be
10 held pending further transportation, if applicable.
- 11 (d) The agreed pickup and delivery dates or the period
12 of time within which pickup, delivery, or the entire move will
13 be accomplished.
- 14 (e) A complete itemization and description of all
15 costs and services for transportation and accessorial services
16 to be provided during a move or storage of household goods.
17 The mover shall provide a total of all costs to the shipper.
- 18 (f) The method of payment, pursuant to section 12.
- 19 (g) The maximum amount required to be paid by the
20 shipper to the mover at the time of delivery, subject to
21 section 10.
- 22 (h) The name and telephone number of any other person
23 who may authorize pickup or delivery of any items to be
24 transported, if the shipper designates such person in writing.
- 25 (i) A statement regarding the mover's limitation of
26 liability, pursuant to section 14.
- 27 (j) A brief description of the mover's procedures for
28 complaint handling, which shall include a physical address and
29 telephone number at which the shipper may contact the mover.
- 30 (k) If the cost for services provided is based on
31 weight, a statement which provides that the shipper has a

1 right to observe any weighing before and after loading. All
2 goods shall be weighed on a state-certified scale and weight
3 tickets shall be retained and supplied to the shipper and
4 division upon request.

5 Section 9. Disclosure statement required.--The
6 contract for service provided by a mover to a shipper shall
7 include the following disclosures in bold capitalized letters
8 of at least 12-point type on a separate page with a copy given
9 to the shipper prior to the performance of any service by a
10 mover. Each disclosure must be initialed by the shipper prior
11 to the performance of any service by a mover:

12
13 PLEASE READ CAREFULLY

14
15 IF YOU HAVE A QUESTION OR COMPLAINT, PLEASE
16 CONTACT THE DIVISION OF PROFESSIONS OF THE
17 DEPARTMENT OF BUSINESS AND PROFESSIONAL
18 REGULATION IN TALLAHASSEE, FLORIDA.

19
20 CONTRACT FOR SERVICE

21
22 THIS CONTRACT FOR SERVICE IS REQUIRED BY STATE
23 LAW AND MUST INCLUDE ALL OF THE TERMS AND COSTS
24 ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE
25 CONTRACT FOR SERVICE TO BE ACCURATE, YOU MUST
26 DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE
27 TO THE MOVER. STATE LAW REQUIRES THAT A MOVER
28 DELIVER YOUR GOODS AND COMPLETE YOUR MOVE UPON
29 PAYMENT OF NO MORE THAN THE MAXIMUM AMOUNT
30 STATED IN THE CONTRACT.
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DAMAGE OR OTHER CLAIM

PURSUANT TO STATE LAW, YOU HAVE A PERIOD OF UP TO 30 DAYS AFTER THE COMPLETION OF THE DELIVERY OF THE HOUSEHOLD GOODS TO NOTIFY THE MOVER, IN WRITING, OF ANY CLAIM FOR LOSS, DAMAGE, OR DELAY IN RELATION TO THIS MOVE. HOWEVER, BE ADVISED THAT THIS DOES NOT LIMIT ANY OTHER LEGAL REMEDY AVAILABLE TO YOU.

INVENTORY

PURSUANT TO STATE LAW, A WRITTEN INVENTORY OF THE SHIPPER'S HOUSEHOLD GOODS SHALL BE PREPARED BY THE MOVER AT NO ADDITIONAL CHARGE TO THE SHIPPER WHEN:

- (A) THE MOVE IS NOT PERFORMED POINT-TO-POINT;
- (B) THE GOODS WHICH ARE THE SUBJECT OF THE MOVE ARE PLACED IN STORAGE;
- (C) THE GOODS ARE NOT DELIVERED ON THE SAME DAY THEY WERE PICKED UP; OR
- (D) MORE THAN ONE SHIPPER'S GOODS ARE ON THE MOVING VEHICLE AT THE SAME TIME.

The written inventory shall be signed by the mover and the shipper at the origin and destination. Under any other circumstances, the shipper may request an inventory and the mover may charge for preparing the inventory after clearly and conspicuously disclosing in writing to the shipper the amount of the charge for the preparation of the inventory.

1 Section 10. Charges in excess of written estimate,
2 unlawful charges, refusal to relinquish goods prohibited;
3 payment of charges in excess of written estimate or contract
4 for service.--

5 (1) A mover shall not charge the shipper in excess of
6 10 percent over the amount of the written estimate, except as
7 provided in subsection (3). If the mover charges an amount in
8 excess of the written estimate, but not more than 10 percent
9 as provided in this section, the mover shall provide a written
10 explanation of such excess charges to the shipper, which
11 explanation shall be consistent with paragraph (3)(d) of
12 section 7, at the time of delivery but prior to payment by the
13 shipper.

14 (2) A mover shall not fail to relinquish to a shipper
15 any or all of the shipper's household goods or to fail to
16 complete in a timely manner all transportation and accessorial
17 services required to be performed pursuant to the contract for
18 service because the shipper has refused to pay for charges in
19 excess of the amount set forth in subsection (1) of section
20 10, in excess of the total amount set forth in the contract
21 for service as required by paragraph (2)(e) of section 8, or
22 in excess of the contract pursuant to subsection (3).

23 (3) Circumstances preventing the mover from obtaining
24 reasonable access to the place of origin or destination, and
25 for which the mover had no prior knowledge, may result in an
26 increase of the contract amount. The mover shall provide a
27 written explanation of such excess charges to the shipper
28 together with the total cost of any additional service which
29 shall be authorized and signed by the shipper.

30 Section 11. Inventory.--A written inventory of the
31 shipper's household goods shall be prepared by the mover at no

1 additional charge to the shipper when the move is not
2 performed point-to-point, the goods which are the subject of
3 the move are placed in storage, the goods are not delivered on
4 the same day they were picked up, or more than one shipper's
5 goods are on the moving vehicle at the same time. The written
6 inventory shall be signed by the mover and the shipper at both
7 the origin and destination. Under any other circumstances,
8 the shipper may request an inventory and the mover may charge
9 for preparing the inventory after clearly and conspicuously
10 disclosing in writing to the shipper the amount of the charge
11 for the preparation of the inventory.

12 Section 12. Acceptable forms of payment.--A mover
13 shall accept a minimum of two of the three following forms of
14 payment:

15 (1) Cash, cashier's check, money order, or traveler's
16 check;

17 (2) Personal check, showing upon its face the name and
18 address of the shipper or authorized representative; or

19 (3) Credit card, which shall include, but not be
20 limited to, Visa or MasterCard.

21
22 A mover shall clearly and conspicuously disclose to the
23 shipper in the contract for service and the estimate which
24 methods of payment the mover will accept.

25 Section 13. Reasonable dispatch.--Except when delays
26 are caused by actions of the shipper:

27 (1) A mover shall transport all shipments on the dates
28 and within the time period agreed upon by the mover and the
29 shipper as specified in the contract for service.

30 (2) A shipper may seek recourse through filing a
31 complaint with the division, pursuant to section 18, or in a

1 court of competent jurisdiction if a mover fails to perform
2 either pickup or delivery or any accessorial services as
3 agreed upon in the contract for service or the shipper incurs
4 any expenses that would not otherwise have been incurred.

5 Section 14. Liability of movers; limitation and
6 disclosure.--

7 (1) A mover shall not limit its liability of a
8 shipment of household goods to an amount less than 60 cents
9 per pound per article. A mover shall offer such minimum
10 valuation coverage with no deductible and at no charge to a
11 shipper.

12 (2) A mover shall offer to the shipper coverage in
13 excess of such minimum valuation at an additional cost. Such
14 additional cost and coverage, including any deductible, shall
15 be disclosed to the shipper on the estimate and contract prior
16 to the move. Such additional coverage shall not exceed the
17 declared value of the shipment or the cargo liability
18 insurance actually carried by the mover and available to the
19 shipper.

20 (3) The rejection or selection of additional valuation
21 or cargo liability coverage shall be made in writing on a form
22 prescribed by the division by rule. The form shall fully
23 advise the shipper of the nature of the limitation of cargo
24 liability and shall state that the minimum coverage is equal
25 to the limit referred to in subsection (1) unless otherwise
26 requested. The heading of the form shall be in 12-point bold
27 type and shall state:

28
29 PLEASE READ CAREFULLY
30
31

1 WAIVER OF CERTAIN INSURANCE COVERAGE BY SIGNING
2 THIS WAIVER, YOU ARE DECLINING CERTAIN VALUABLE
3 COVERAGE WHICH PROTECTS YOUR POSSESSIONS ABOVE
4 THE MINIMUM AMOUNTS SET BY LAW (60 CENTS PER
5 POUND PER ARTICLE).

6
7 PLEASE READ CAREFULLY

8
9 IF YOU HAVE A QUESTION OR COMPLAINT, PLEASE
10 CONTACT THE DIVISION OF PROFESSIONS OF THE
11 DEPARTMENT OF BUSINESS AND PROFESSIONAL
12 REGULATION IN TALLAHASSEE, FLORIDA.

13
14 Section 15. Records; inquiry or complaint handling;
15 inspection.--

16 (1) A mover shall maintain records which shall
17 include, but not be limited to, all estimates and contracts
18 for services for a period of at least 5 years after the date
19 of completion of performance of the contract for service.
20 Records shall be made available for inspection and copying
21 immediately upon demand by the division for all moves which
22 occurred within the preceding 12 months. Records of all moves
23 which occurred more than 12 months prior to division's request
24 shall be made available for inspection and copying within 5
25 business days after the mover's receipt of a written request
26 from the division.

27 (2) A mover shall establish and maintain a procedure
28 for responding to inquiries and complaints from shippers. The
29 procedure shall include a means whereby the shipper may
30 communicate with the principal office of the mover by

31

1 telephone. This procedure and telephone number shall be
2 stated on the contract and estimate.

3 (3) The mover shall retain and make part of the file
4 relating to a shipment a written record of all complaints and
5 inquiries received from a shipper.

6 (4) All complaints and inquiries on file with the
7 division pertaining to a contract for service or mover shall
8 be a public record open to public inspection as required by
9 state law.

10 (5) The premises of all movers shall be open to the
11 division for inspection, investigation, or for such other
12 purposes as are necessary for the enforcement and
13 administration of this act during the business hours of the
14 mover and in no event not less than between the hours of 8
15 a.m. to 5 p.m., Monday through Friday, excluding legal
16 holidays.

17 (6) The operator of a moving vehicle shall not conduct
18 a move unless the moving vehicle operator providing such
19 service maintains in his or her possession the completed
20 written estimate and signed contract for service. Each
21 completed written estimate and signed contract for service
22 shall be available for inspection on demand by division
23 personnel at any time during the period of the move.

24 Section 16. Collection of freight charges on shipments
25 involving loss or destruction in transit.--A mover shall not
26 collect or require a shipper to pay any charges if all of the
27 shipper's household goods are totally lost or destroyed.

28 Section 17. Claims.--

29 (1) No claim against a mover for damage shall be
30 denied solely because the damage was not noted at the time of
31 delivery. If a shipper files a claim for loss or damage not

1 noted at the time of delivery, a mover remains obligated to
2 investigate such claim. A shipper does not waive his or her
3 right to a claim for damages solely by acknowledging receipt
4 of the household goods on a bill of lading, contract, or other
5 document.

6 (2) Whenever a mover requires a signed statement
7 acknowledging delivery or receipt of items, the statement
8 shall include a clear and conspicuous notice that the shipper
9 may make notations regarding the household goods as delivered
10 and that the shipper may file a claim with the mover for lost
11 or damaged household goods.

12 (3) Pursuant to this act, a shipper shall have a
13 period of up to 30 days after the completion of delivery of
14 the household goods to notify a mover in writing of any claim
15 for loss, damage, or delay resulting from the performance of
16 its contract for service. Such limitation shall not be
17 construed to limit any other remedy the shipper may have
18 available at law.

19 (4) Each claim filed against a mover shall be promptly
20 and thoroughly investigated by the mover. If the claim cannot
21 be resolved within 30 days, the mover shall advise the
22 claimant in writing of the status of the claim and the reason
23 for the delay. A mover shall object to or resolve a claim
24 filed by a shipper and notify the shipper in writing no later
25 than 90 days after receipt of the claim.

26 (5) When a claim asserted against the mover for loss
27 of an item or an entire shipment cannot be otherwise
28 authenticated upon investigation, the mover may request from
29 the shipper, and the shipper shall be required to sign, a
30 sworn written statement that the household goods for which the
31 claim is filed have not been received from any other source.

1 If the shipper presents a false or fraudulent statement, the
2 shipper shall be liable for damages to the mover.

3 (6) When a claim is settled on any damaged item, the
4 shipper shall retain possession of such item, unless the claim
5 settlement is equal to the full value of such item.

6 Section 18. Consumer complaints.--

7 (1) Any person aggrieved by one of the following
8 circumstances may file a written complaint with the division:

9 (a) A violation of this act;

10 (b) A mover which fails to perform any service
11 pursuant to the terms and conditions as agreed upon in the
12 contract for service; or

13 (c) Any claim as described in section 17 which cannot
14 be otherwise resolved.

15 (2) Such complaint shall include a brief statement of
16 the allegations upon which the complaint is based.

17 (3) Upon receipt of such complaint, the department
18 shall take any appropriate action, including, but not limited
19 to, mediation, issuance of citations or cease and desist
20 orders, further administrative action, requests for temporary
21 and permanent injunctions, or dismissal of the complaint.

22 Section 19. Fraudulent transfer of moving company.--A
23 transfer of a moving company to a successor company shall be
24 deemed a fraudulent transfer if such transfer is made by the
25 moving company for the purpose of evading permit fees or civil
26 penalties imposed pursuant to this act. In determining intent
27 to defraud, consideration may be given, among other factors,
28 as to whether:

29 (1) The transfer was to an insider;

30 (2) The moving company retained possession or control
31 of the property transferred after the transfer;

- 1 (3) The transfer was disclosed or concealed;
2 (4) Before the transfer was made or obligation was
3 incurred, the moving company had been sued or threatened with
4 suit;
5 (5) The transfer was of substantially all the moving
6 company's assets;
7 (6) The value of the consideration received by the
8 moving company was reasonably equivalent to the value of the
9 asset transferred or the amount of the obligation incurred;
10 (7) The moving company was insolvent or became
11 insolvent shortly after the transfer was made or the
12 obligation was incurred;
13 (8) The transfer occurred shortly before or shortly
14 after substantial permit fees or civil penalties were
15 incurred; or
16 (9) The moving company transferred the essential
17 assets of the business to a lienor who transferred the assets
18 to an insider of the moving company.

19 Section 20. Enforcement and penalties.--
20 (1) Failure to comply with the requirements of this
21 act is a violation of state law and shall be prosecuted and
22 punishable, pursuant to chapter 162, Florida Statutes, or s.
23 125.69(1), Florida Statutes, by a fine not to exceed \$500 per
24 violation or imprisonment not exceeding 60 days, or both such
25 fine and imprisonment. Each day during any portion of which
26 such violation occurs or continues to occur constitutes a
27 separate violation. In addition to the sanctions contained in
28 this subsection, the department shall take any other
29 appropriate legal action, including, but not limited to, cease
30 and desist orders, other administrative actions, and requests
31 for temporary and permanent injunctions to enforce the

1 provisions of this act. It is the purpose of this act to
2 provide additional cumulative remedies.

3 (a) Any violation of this act is a civil infraction.

4 (b) Any person who has committed an act in violation
5 of this act shall receive a citation from the division or any
6 law enforcement officer who has probable cause to believe that
7 the person has committed a civil infraction in violation of
8 this act.

9 (c) The division and state courts shall have
10 jurisdiction over all violations of this act.

11 (d) The division shall:

12 1. Accept designated fines and issue receipts for such
13 fines.

14 2. Provide a uniform citation form serially numbered
15 for notifying alleged violators to appear and answer to
16 charges of violation of this act. Such citation forms shall be
17 issued to and receipted by the division.

18 (e) Violation of any provision of this act shall be
19 punishable by a fine not to exceed \$500. Any person who has
20 violated any provision of this act shall be fined an amount as
21 established by rule of the department.

22 (f) Any person issued a citation shall be deemed to be
23 charged with a civil violation and shall comply with the
24 directives on the citation.

25 (g) Payment shall be made, by mail or in person, to
26 the division within the time specified on the citation. If a
27 person follows this procedure, such person shall be deemed to
28 have admitted the infraction and to have waived the person's
29 right to a hearing on the issue of commission of the
30 infraction.

31

1 (h) All fines collected as a result of such citations
2 shall be paid into the department's Professional Regulation
3 Trust Fund and used for the moving and storage program.
4 Pursuant to ss. 938.01, 938.17, and 938.19, Florida Statutes,
5 mandatory costs shall be assessed against each person
6 convicted of a violation of this act.

7 (i) Any person who fails to make payment within the
8 specified period shall be deemed to have waived such person's
9 right to pay the civil penalty as set forth in the citation.

10 (j) Any person who elects to appear before a court to
11 contest the citation shall be deemed to have waived such
12 person's right to pay the civil penalty. The court, after a
13 hearing, shall make a determination as to whether a violation
14 has occurred and may impose a civil penalty not to exceed \$500
15 plus court costs.

16 (k) If a person fails to pay the civil penalty, or
17 fails to appear in court to contest the citation, such person
18 shall be deemed to have waived the right to contest the
19 citation and, in such case, a default judgment may be entered
20 and the judge shall impose a fine at that time. An order to
21 show cause may be issued. If the fine is paid, the case shall
22 be dismissed. If the fine is not paid, judgment may be
23 entered up to the maximum civil penalty.

24 (l) Any person cited for a violation of this act shall
25 sign and accept the citation indicating a promise to pay the
26 fine or appear in court. Any person who willfully refuses to
27 sign and accept a citation issued by an officer commits a
28 misdemeanor of the second degree, punishable as provided by s.
29 775.082 or s. 775.083, Florida Statutes.

30 (m) The division may require mandatory court
31 appearances for violations resulting in the issuance of a

1 third or subsequent citation to a person. The citation shall
2 clearly inform the person of the mandatory court appearance.
3 The division shall maintain records to prove the number of
4 citations issued to the person. Persons required to appear in
5 court do not have the option of paying the fine instead of
6 appearing in court.

7 (2) This act shall be enforced by the department.

8 (3) The division shall maintain a system by which
9 movers are given citations or written notice of all
10 violations. Division personnel shall be permitted to enter
11 the business premises of a mover to ascertain whether the
12 business is in compliance with this act. If division
13 personnel are unreasonably refused entry or access to the
14 business premises as stated above, the division shall obtain
15 an inspection warrant pursuant to s. 933.20, Florida Statutes,
16 in order to ascertain compliance with this act.

17 (4) The division is authorized to enforce the
18 provisions of this act by administrative fines of up to \$500
19 for each violation. Each day of a continuing violation shall
20 be deemed a separate violation.

21 Section 21. All local laws and ordinances of any
22 county or municipality of this state which conflict with any
23 provisions of this act are hereby repealed.

24 Section 22. If any section, paragraph, sentence,
25 clause, phrase, or word of this act is for any reason held by
26 a court of competent jurisdiction to be unconstitutional,
27 inoperative or void, such holding shall not affect the
28 constitutionality of the remainder of this act.

29 Section 23. This act shall take effect July 1, 2000.
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HOUSE SUMMARY

Regulates moving companies. Requires registration, operating permits, and vehicle decals. Requires insurance coverage. Provides for administration and enforcement by the Department of Business and Professional Regulation. See bill for details.