

By Senator Klein

28-1278-00

1 A bill to be entitled
2 An act relating to regulation of business;
3 providing for state regulation of intrastate
4 moving companies; providing definitions;
5 providing intent and application; requiring
6 moving companies operating solely within the
7 state to obtain permits; requiring certain
8 information to be included in advertising by
9 movers; requiring certain information and
10 decals to be placed on moving vehicles;
11 providing for review of actions taken with
12 respect to permitting; requiring permittees to
13 maintain insurance; requiring written estimates
14 and providing elements thereof; requiring
15 elements to be included in written contracts;
16 requiring disclosure of certain information to
17 a prospective shipper; limiting charges that
18 may be imposed for moves; requiring preparation
19 of inventories in certain circumstances;
20 prescribing acceptable forms of payment;
21 providing requirements for reasonable dispatch;
22 providing guidelines for liability of movers
23 and for limitations on liability; requiring
24 records to be kept and providing for access to
25 such records; providing procedures for claims
26 against a mover; providing procedures for
27 consumer complaints; prescribing factors to be
28 used in determining when the transfer of a
29 moving company is deemed fraudulent; providing
30 for enforcement; providing penalties; assigning
31 responsibility for regulating intrastate movers

1 to the Department of Business and Professional
2 Regulation and providing powers of the
3 department; providing an effective date.
4

5 Be It Enacted by the Legislature of the State of Florida:
6

7 Section 1. Definitions.--For the purposes of this act,
8 the term:

9 (1) "Accessorial services" means any services
10 performed by a mover which result in a charge to the shipper
11 and are incidental to the transportation service, including,
12 but not limited to, valuation coverage; preparation of written
13 inventory; storage, packing, unpacking, or crating of
14 articles; hoisting or lowering; waiting time; carrying
15 articles excessive distances between the mover's vehicle and
16 the residence; overtime loading and unloading; reweighing;
17 disassembly or reassembly; elevator or stair carrying; boxing
18 or servicing of appliances; and furnishing of packing or
19 crating materials. The term also includes services performed
20 not by the mover but by a third party at the request of the
21 shipper or mover, if the charges for such services are to be
22 paid to the mover by the shipper at or before the time of
23 delivery.

24 (2) "Advertising" means any written statement made in
25 connection with the solicitation of a moving and storage
26 business and includes, without limitation, statements and
27 representations made in a newspaper, a telephone book, or
28 other publication, or on radio or television or contained in
29 any notice, handbill, business card, sign, catalog, billboard,
30 brochure, poster, or letter.
31

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

4 (4) "Contract for service/bill of lading" means a
5 written document prepared by the mover and approved by the
6 shipper in writing, before the performance of any service,
7 which authorizes services from the named mover and lists the
8 services and all costs associated with the transportation of
9 household goods and accessorial services to be performed on
10 behalf of the shipper.

11 (5) "Department" means the Department of Business and
12 Professional Regulation.

13 (6) "Estimate" means a written document provided to a
14 prospective shipper which sets forth the total cost and the
15 basis of such cost related to a shipper's move, including, but
16 not limited to, transportation or accessorial services.

17 (7) "Household goods" means personal effects or other
18 personal property found in a home or other personal residence
19 or other storage facility or other location, when the shipper
20 is the owner or agent of the owner of the items. The term
21 includes personal property held or found in a storage or
22 warehouse facility that is owned or rented by a shipper or his
23 or her agent. The term does not include freight or personal
24 property moving to or from a factory, store, or other place of
25 business.

26 (8) "Inventory" means a detailed descriptive list of
27 all the goods, furniture, boxes, etc., that are tendered to
28 the mover by the shipper, showing the number and condition of
29 each item.

30 (9) "Mover" means any person who engages, solely
31 within this state, in the transportation or shipment of

1 household goods for compensation or any person that holds
2 itself out to the general public as engaging in the
3 transportation or shipment of household goods for
4 compensation.

5 (10) "Shipper" means any person who uses the services
6 of a mover for the transportation or shipment of household
7 goods. The term includes any other person whom the shipper
8 designates in writing.

9 (11) "Storage" means warehousing of the shipper's
10 goods while they are under the care, custody, and control of
11 the mover.

12 Section 2. Intent and application.--

13 (1) This act applies to the operations of any mover
14 engaged in the intrastate transportation of household goods;
15 but it does not apply to shipments contracted by the United
16 States, the state, or any local government or political
17 subdivision thereof. This act applies only to the
18 transportation of household goods within the state.

19 (2) It is the intent of this act to secure the
20 satisfaction and confidence of shippers and members of the
21 public when using a mover.

22 (3) Nothing in this act may be construed to remove the
23 authority or jurisdiction of any federal, state, or local
24 agency with respect to goods or services regulated or
25 controlled under other provisions of law or ordinance.

26 (4) This act does not apply to an act or practice
27 required or specifically permitted by federal law.

28 (5) All advertisements placed by a mover must furnish
29 the complete business address and telephone number of the
30 mover.

31

1 Section 3. Operating permit and decal required;
2 denial, suspension, and revocation of permit; hearing;
3 appeal.--

4 (1) A person may not engage in business, solicit
5 business, or advertise as a mover unless the person has a
6 currently valid permit from the department and a vehicle decal
7 for each vehicle used in the person's moving business.

8 (2) Each mover shall annually register with the
9 department for an operating permit and vehicle decals and
10 provide to the department its legal business and trade name,
11 current mailing address, and current business location for
12 each place from which the mover operates a main office, branch
13 offices, or storage locations; a designation of which location
14 constitutes its principal place of business; a copy of its
15 occupational licenses; the full names, current mailing
16 addresses, current telephone numbers, and social security
17 numbers or federal tax identification numbers of its owners or
18 corporate officers and directors; the name and address of the
19 registered agent of the corporation; a statement listing the
20 names of any other corporations, entities, or trade names
21 through which any owner, corporate officer, or director was
22 known or did business as a mover within the immediately
23 preceding 5 calendar years; the vehicle identification number,
24 license tag number, and gross weight of each commercial motor
25 vehicle operated by the mover; the number of employees who are
26 currently employed; proof of workers' compensation insurance
27 coverage required by chapter 440, Florida Statutes, a state
28 certificate of exemption, or a letter from the mover
29 indicating that no such workers' compensation is required by
30 law; and proof of all insurance required by this act.

31

1 (3) Before any mover changes its permitted business
2 location, telephone number, or registered agent, it must
3 notify the department in writing of such change. The permit
4 may be modified upon completion of the required forms and
5 payment of a fee to be established by the department, not to
6 exceed \$100.

7 (4) A permit is not valid for any mover under any
8 other name or at any place other than those designated in the
9 permit. A permit is not transferable or assignable, nor shall
10 the ownership structure of the mover be so modified as to
11 constitute a change in the control or ownership of the permit.
12 If the business changes its name or ownership structure, a new
13 operating permit application and all permit fees must be
14 submitted to the department.

15 (5) The department shall require any person desiring
16 to obtain a permit to do so on forms prescribed by the
17 department. An application for obtaining a permit, changing a
18 permit, or renewing a permit must be accompanied by a fee
19 established by the department, not to exceed \$100.

20 (6) The department shall issue to each mover an
21 operating permit in a form and size it prescribes. Such permit
22 must be prominently displayed in the mover's primary place of
23 business. The currently assigned permit number shall appear in
24 all advertising; on all forms; and on all commercial motor
25 vehicles operated by the mover. The continued use, display, or
26 advertising of an expired permit number is a violation of this
27 act.

28 (7) Operating permits may be issued by the department
29 subject to such conditions, limitations, and restrictions as
30 it deems necessary to protect customers and consumers,
31 provided such conditions, limitations, and restrictions are

1 consistent with this act. Violation of such a condition,
2 limitation, or restriction of a permit is a violation of this
3 act. The department may deny or refuse to renew the operating
4 permit of any mover based upon a determination that a mover or
5 any of its directors, officers, owners, or general partners:

6 (a) Has failed to meet the requirements for initial
7 application or renewal;

8 (b) Has been convicted of a crime involving fraud,
9 dishonest dealing or theft involving transportation or storage
10 of household goods for compensation. The department may
11 conduct criminal background checks to obtain such information
12 from the Florida Department of Law Enforcement or any other
13 government agency;

14 (c) Has not satisfied a civil fine or penalty arising
15 out of any administrative or enforcement action brought by any
16 governmental agency or private person based upon conduct
17 involving fraud or dishonest dealing or any violation of this
18 act;

19 (d) Has committed a fraudulent transfer of a moving
20 company as described in section 18; or

21 (e) Has had a judgment or administrative order entered
22 against it, him, or her in any action brought by the
23 department under this act.

24 (8) An operating permit issued to any mover based upon
25 the presentation by such mover of false identification or
26 information; identification not current with respect to name,
27 address, and place of employment; or any other fact material
28 to such permit is void.

29 (9) The department may revoke or suspend an operating
30 permit if it determines that the mover has:

31 (a) Violated any provision of this act;

1 (b) Misrepresented or concealed a fact on the
2 application, renewal application, or replacement application
3 for an operating permit;

4 (c) Aided or abetted a person who has not obtained a
5 permit to evade or avoid the provisions of this act;

6 (d) Engaged in any conduct as part of the performance
7 of a contract for service which constitutes fraud;

8 (e) Violated any condition, limitation, or restriction
9 of a permit;

10 (f) Been convicted of a crime involving fraud, theft,
11 or dishonest dealing involving transportation or storage of
12 household goods for compensation; or

13 (g) Failed to comply with the terms of a cease and
14 desist order, notice to correct a violation, written assurance
15 of voluntary compliance, or other lawful order of the
16 department.

17 (10) Upon denial, revocation, or suspension of a
18 permit, the mover may appeal under chapter 120, Florida
19 Statutes.

20 (11) In the event of loss, destruction, or mutilation
21 of an operating permit, the person to whom it was issued may
22 obtain a replacement upon furnishing satisfactory proof of the
23 loss, destruction, or mutilation and paying a fee established
24 by the department, not to exceed \$25. An application for a
25 replacement operating permit must include:

26 (a) The name and address of the applicant;

27 (b) A verified explanation of the loss, destruction,
28 or mutilation of the operating permit; and

29 (c) Such other items and information as are required
30 by the department.

31

1 (12) All permits must be renewed annually. As part of
2 the renewal process, the previous year's application must be
3 updated and verified by the applicant. Each updated renewal
4 application shall be accompanied by the permit fee. All moving
5 permits that are not renewed automatically expire upon the
6 expiration date stated on the permit, and the mover shall
7 immediately cease moving and storage services. The department
8 shall deny renewal applications that are not timely, are
9 incomplete, are untrue in whole or in part, are not
10 accompanied by the required fee, or result in a determination
11 by the division that an applicant has failed to satisfy the
12 requirements of this act.

13 (13) Each mover must obtain a decal from the
14 department for each vehicle used for moving household goods. A
15 nonrefundable vehicle decal fee shall be remitted to the
16 department in an amount set by the department, not to exceed
17 \$10, along with a complete description of each vehicle. Such
18 decal must be affixed to the lower left corner of the front
19 window in the vehicle at all times. The vehicle decal remains
20 the property of the state and shall be used only under the
21 authority of the department. Annual replacement vehicle decals
22 may be obtained upon application to the department showing
23 continued compliance with this act. A vehicle decal may not be
24 sold, assigned, or otherwise transferred. If a vehicle is
25 destroyed or sold, the mover must remove the vehicle decal, if
26 in existence, and surrender the remains to the department.
27 Vehicle decals used by a moving company for a
28 short-term-rental vehicle must be affixed to the magnetic sign
29 described in section 5.

30 (14) Each vehicle decal and moving permit issued
31 pursuant to this section is valid for 1 year, terminating on

1 June 30 of each year. Failure to submit an application and the
2 required fee for renewal by May 31 will result in the
3 assessment of a late fee, not to exceed \$25, established by
4 the department. Upon submission of an application, the
5 department may provide the mover with a receipt that
6 constitutes a provisional moving permit and is valid for up to
7 45 calendar days or until the issuance or denial of the moving
8 permit, whichever comes first. Movers failing to submit a
9 complete and true application within 30 calendar days after
10 the application is received, shall be denied a moving permit.
11 Within 10 business days after receiving the department's
12 notice of denial, a mover may refile a complete and true
13 application and pay a nonrefundable refiling fee established
14 by the department, not to exceed \$50. Failure to refile an
15 application within this 10-day period will result in the mover
16 being required to submit a new application and repaying the
17 permit fee and vehicle decal fees.

18 (15) A moving company seeking a permit must follow the
19 permitting procedures described in this section before
20 conducting business. If there are 6 months or less remaining
21 before the annual expiration date, the fee for the operating
22 permit is 50 percent of the approved fee, otherwise all other
23 fees are applicable.

24 (16) Applications for the first year of this
25 permitting process shall be submitted by May 31, 2001. Late
26 fees apply to all applications received after that date.

27 Section 4. Evidence of insurance coverage.--

28 (1) The minimum amounts of cargo valuation, cargo
29 legal liability insurance, and motor vehicle insurance
30 coverage required of movers shall be:

31

1 (a) Valuation coverage at the rate of 60 cents per
2 pound per article. Movers are not permitted to apply any
3 deductible to this valuation coverage.

4 (b) Cargo legal liability insurance coverage for loss
5 or damage to household goods, with the exception of loss or
6 damage as the result of acts of God, inherent defect of the
7 property, or loss or damage contributed to or caused by the
8 act or omission of the shipper, in the amount of no less than
9 \$50,000 per shipment.

10 (c) Motor vehicle combined bodily liability insurance
11 and property damage liability insurance issued by an insurance
12 carrier or company that is a participant in the Florida
13 Insurance Guaranty Association in accordance with the
14 following:

15 1. One hundred thousand dollars per occurrence for a
16 commercial motor vehicle with a gross vehicle weight of less
17 than 26,000 pounds.

18 2. Two hundred fifty thousand dollars per occurrence
19 for a commercial motor vehicle with a gross vehicle weight of
20 26,000 pounds or more, but less than 44,000 pounds.

21 3. One million dollars per occurrence for a commercial
22 motor vehicle with a gross vehicle weight of 44,000 pounds or
23 more.

24 (2) All evidence of insurance shall be executed and
25 made available to the department upon application for a
26 permit. The policy shall provide an endorsement providing for
27 30 days' written notice to the department of any material
28 change, expiration or cancellation of the policy. Evidence of
29 the renewal of the policy shall be filed with the department
30 before the policy's expiration date. Failure to file such
31 evidence of insurance, or failure to have it in full force and

1 effect, may result in denial or a permit, revocation, or
2 suspension of the permit, denial of renewal of the permit,
3 issuance of a civil citation, or any other penalty for
4 violation of this act. Additionally, failure to file such
5 evidence of insurance or failure to maintain it in full force
6 and effect constitutes a criminal offense under this act. The
7 insurance carrier or company must be an insurance company
8 authorized to transact insurance in the state.

9 Section 5. Moving vehicles signage.--Each moving
10 vehicle must clearly display on the exterior of the driver's
11 side and passenger's side in letters at least 3 inches high
12 permanently affixed and in contrasting colors, the moving
13 company's name, physical address, telephone number, and permit
14 number. If the short-term use of a rental vehicle by a moving
15 company is necessary, the same information must be affixed to
16 the vehicle through the use of magnetic signs. Decals used for
17 short-term-rental vehicles must be affixed to the magnetic
18 signs.

19 Section 6. Estimates of moving costs.--

20 (1) A mover shall provide to a prospective shipper a
21 written estimate of the costs that will be charged for the
22 transportation and accessorial services incidental to the move
23 of the prospective shipper's household goods. A mover may not
24 charge for preparing an estimate unless, before preparing the
25 estimate, the mover:

26 (a) Clearly and conspicuously discloses in writing to
27 the prospective shipper the amount of the charge for the
28 preparation of the estimate or, if the amount cannot be
29 determined, the complete basis upon which the charge will be
30 calculated; and

31

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

3 (2) It is a violation of this act for a mover to
4 require a prospective shipper to waive his or her right to a
5 written estimate. A prospective shipper cannot waive his or
6 her right to a written estimate.

7 (3) The written estimate provided to the prospective
8 shipper must, at a minimum, include:

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

12 (b) The name and address of the shipper, including the
13 addresses at which the items are to be picked up and
14 delivered, if known, and, if available, a telephone number at
15 which the shipper may be reached.

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

19 (d) A complete breakdown and description of all costs
20 and services for transportation and accessorial services to be
21 provided during a move or storage of household goods. The
22 mover shall provide a total of all costs to the shipper.

23 (e) The method of payment, subject to the provisions
24 of section 11.

25 (f) A statement regarding the mover's limitation of
26 liability, subject to the provisions of section 13.

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

29 PLEASE READ CAREFULLY

30
31

1 IF YOU HAVE A QUESTION OR COMPLAINT, PLEASE CONTACT THE
2 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION IN
3 TALLAHASSEE, FLORIDA.

4 ESTIMATE OF TOTAL COST:

5 PURSUANT TO STATE LAW YOU ARE ENTITLED TO A WRITTEN ESTIMATE
6 OF THE TOTAL COST OF YOUR MOVE. IT IS A VIOLATION OF STATE LAW
7 IF THE TOTAL COST OF YOUR MOVE EXCEEDS THE AMOUNT OF YOUR
8 WRITTEN ESTIMATE BY MORE THAN 10 PERCENT. PLEASE REVIEW THIS
9 DOCUMENT TO MAKE SURE THE ESTIMATE IS COMPLETE.

10 (4) Before performing any transportation or
11 accessorial service, the dealer shall deliver a signed copy of
12 the estimate to the prospective shipper. In addition, a copy
13 shall be maintained by the mover as part of its records.

14 (5) Nothing in this act may be construed to require a
15 prospective shipper to enter into a contract for service with
16 a mover based upon the issuance of an estimate.

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

19 (7) A mover may not provide an oral estimate to any
20 prospective shipper without subsequently providing this
21 estimate in written form.

22 (8) Notwithstanding the provisions of this act, a
23 written estimate is not required when there are continued
24 transactions between the same shipper and mover, and the mover
25 has on file a letter of understanding executed by the shipper
26 which lists a date certain to which the shipper waives its
27 right to a written estimate.

28 Section 7. Contract for service; bill of lading.--

29 (1) Before the performance of any service by a mover
30 on behalf of a shipper, the mover shall prepare a written
31 contract for service which shall be approved, signed, timed,

1 and dated by the shipper or the shipper's agent and the mover
2 with a copy provided to the shipper.

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

5 (a) The current name, telephone number, permit number
6 and physical address of the mover at which employees of the
7 mover are on duty during business hours.

8 (b) The name and address of the shipper, including the
9 addresses at which the items are to be picked up and
10 delivered, and, if available, a telephone number at which the
11 shipper may be reached.

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

15 (d) The agreed pickup and delivery dates, or the
16 period of time within which pickup and delivery or the entire
17 move will be accomplished.

18 (e) A complete breakdown and description of all costs
19 and services for transportation and accessorial services to be
20 provided during a move or storage of household goods. The
21 mover shall provide a total of all costs to the shipper.

22 (f) The method of payment, subject to the provisions
23 of section 11.

24 (g) The maximum amount required to be paid by the
25 shipper to the mover at the time of delivery, subject to the
26 provisions of section 9.

27 (h) The name and telephone number of any other person
28 who may authorize pickup or delivery of any items to be
29 transported, if the shipper designates such person in writing.

30 (i) A statement regarding the mover's limitation of
31 liability, subject to the provisions of section 13.

1 (j) A brief description of the mover's procedures for
2 complaint handling, which shall include a physical address and
3 telephone number at which the shipper may contact the mover.

4 (k) If the cost for services provided is based on
5 weight, a statement that provides that the shipper has a right
6 to observe any weighing before and after loading. All goods
7 shall be weighed on a state certified scale, and weight
8 tickets shall be retained and supplied to the shipper and
9 department upon request.

10 Section 8. Disclosure statement required.--The
11 contract for service provided by a mover to a shipper shall
12 include the following disclosures in bold capitalized letters
13 of at least 12-point type on a separate page, with a copy
14 given to the shipper before the performance of any service by
15 a mover. Each disclosure must be initialed by the shipper
16 before the performance of any service by a mover. The
17 disclosures required are:

18 (1) PLEASE READ CAREFULLY
19 IF YOU HAVE A QUESTION OR COMPLAINT, PLEASE CONTACT THE
20 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION IN
21 TALLAHASSEE, FLORIDA.

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

30 (3) DAMAGE OR OTHER CLAIM:
31

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

6 (4) INVENTORY:

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

10 (a) THE MOVE IS NOT PERFORMED POINT-TO-POINT,

11 (b) THE GOODS THAT ARE THE SUBJECT OF THE MOVE ARE
12 PLACED IN STORAGE,

13 (c) THE GOODS ARE NOT DELIVERED ON THE SAME DAY THEY
14 WERE PICKED UP, OR

15 (d) MORE THAN ONE SHIPPER'S GOODS ARE ON THE MOVING
16 VEHICLE AT THE SAME TIME. THE WRITTEN INVENTORY SHALL BE
17 SIGNED BY THE MOVER AND THE SHIPPER AT BOTH THE ORIGIN AND
18 DESTINATION. UNDER ANY OTHER CIRCUMSTANCES, THE SHIPPER MAY
19 REQUEST AN INVENTORY AND THE MOVER MAY CHARGE FOR PREPARING
20 THE INVENTORY AFTER CLEARLY AND CONSPICUOUSLY DISCLOSING IN
21 WRITING TO THE SHIPPER THE AMOUNT OF THE CHARGE FOR THE
22 PREPARATION OF THE INVENTORY.

23 Section 9. Charges in excess of written estimate;
24 unlawful charges; refusal to relinquish goods prohibited;
25 payment of charges in excess of written estimate or contract
26 for service.--

27 (1) It is a violation of this act for a mover to
28 charge the shipper in excess of 10 percent over the amount of
29 the written estimate, except as pursuant to subsection (3). If
30 the mover charges an amount that exceeds the written estimate
31 by less than 10 percent, the mover shall provide a written

1 explanation of such excess charges to the shipper, which
2 explanation must contain the information listed in section
3 6(3)(d), at the time of delivery but before payment by the
4 shipper.

5 (2) It is a violation of this act for a mover to fail
6 to relinquish to a shipper any or all of the shipper's
7 household goods or to fail to complete in a timely manner all
8 transportation and accessorial services required to be
9 performed pursuant to the contract for service because the
10 shipper has refused to pay for charges in excess of the amount
11 set forth in subsection (1) or in excess of the total amount
12 set forth in the contract for service as required by section
13 7(2)(e) or in excess of the contract pursuant to subsection
14 (3).

15 (3) Circumstances preventing the mover from obtaining
16 reasonable access to the place of origin or destination, and
17 of which the mover had no prior knowledge, may result in an
18 increase of the contract amount. The mover shall provide a
19 written explanation of such excess charges to the shipper
20 along with the total cost of the additional services, which
21 shall be authorized and signed by the shipper.

22 Section 10. Inventory.--A written inventory of the
23 shipper's household goods shall be prepared by the mover at no
24 additional charge to the shipper when:

25 (1) The move is not performed point-to-point;

26 (2) The goods that are the subject of the move are
27 placed in storage;

28 (3) The goods are not delivered on the same day they
29 were picked up; or

30 (4) More than one shipper's goods are on the moving
31 vehicle at the same time.

1
2 The written inventory must be signed by the mover and the
3 shipper at both the origin and destination. Under any other
4 circumstances, the shipper may request an inventory and the
5 mover may charge for preparing the inventory after clearly and
6 conspicuously disclosing in writing to the shipper the amount
7 of the charge for the preparation of the inventory.

8 Section 11. Acceptable forms of payment.--A mover must
9 accept a minimum of two of the three following forms of
10 payment:

11 (1) Cash, cashier's check, money order, or traveler's
12 check;

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

15 (3) Credit card, which includes, but is not limited
16 to, Visa or MasterCard.

17
18 A mover must clearly and conspicuously disclose to the shipper
19 in the contract for service and the estimate those methods of
20 payment the mover will accept.

21 Section 12. Reasonable dispatch.--Except when delays
22 are caused by actions of the shipper, the following shall
23 apply:

24 (1) A mover shall transport all shipments on the dates
25 and the time period agreed upon by the mover and the shipper
26 as specified in the contract for service.

27 (2) A shipper may seek recourse through filing a
28 complaint pursuant to section 17 or in a court of competent
29 jurisdiction if a mover fails to perform either pickup or
30 delivery or any accessorial services agreed upon in the

31

1 contract for service or the shipper incurs any expenses that
2 would not otherwise have been incurred.

3 Section 13. Liability of movers; limitation and
4 disclosure.--

5 (1) It is a violation of this act for a mover to limit
6 its liability of a shipment of household goods to an amount
7 less than 60 cents per pound per article. A mover shall offer
8 such minimum valuation coverage with no deductible and at no
9 charge to a shipper.

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

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

26 PLEASE READ CAREFULLY

27 WAIVER OF CERTAIN INSURANCE COVERAGE:

28 BY SIGNING THIS WAIVER, YOU ARE DECLINING CERTAIN VALUABLE
29 COVERAGE THAT PROTECTS YOUR POSSESSIONS ABOVE THE MINIMUM
30 AMOUNTS SET BY LAW (60 CENTS PER POUND PER ARTICLE). PLEASE
31 READ CAREFULLY. IF YOU HAVE A QUESTION OR COMPLAINT, PLEASE

1 CONTACT THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
2 IN TALLAHASSEE, FLORIDA.

3 Section 14. Records, inquiry or complaint handling;
4 inspection.--

5 (1) A mover shall maintain records of all estimates
6 and contracts for services for a period of at least 5 years
7 form the date of completion of performance of the contract for
8 service. Records shall be made available for inspection and
9 copying immediately upon demand by the department for all
10 moves that occurred within the preceding 12 months. Records of
11 all moves which occurred more than 12 months before the
12 department's request must be made available for inspection and
13 copying within 5 business days after the mover receives a
14 written request from the department.

15 (2) Each mover must establish and maintain a procedure
16 for responding to inquiries and complaints from shippers. The
17 procedure must include a means whereby the shipper may
18 communicate with the principal office of the mover by
19 telephone. This procedure and telephone number shall be stated
20 on the contract and estimate.

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

24 (4) All complaints and inquiries on file with the
25 department pertaining to a contract for service or mover are a
26 public record.

27 (5) The premises of all movers shall be open to the
28 department for inspection or investigation or for such other
29 purposes as are necessary for the enforcement and
30 administration of this act during the business hours of the
31 mover and in no event not less than between the hours of 8:00

1 A.M. to 5:00 P.M., Monday through Friday, excluding legal
2 holidays.

3 (6) It is unlawful for the operator of the moving
4 vehicle to conduct a move unless the moving vehicle operator
5 providing such service maintains in his possession the
6 completed written estimate and signed contract for services.
7 Each completed written estimate and signed contract for
8 services shall be available for inspection on demand by the
9 department personnel or police officers at any time during the
10 period of the move.

11 Section 15. Collection of freight charges on shipments
12 involving loss or destruction in transit.--A mover may not
13 collect, or require a shipper to pay, any charge when all of
14 the shipper's household goods are totally lost or destroyed.

15 Section 16. Claims.--

16 (1) A claim against a mover for damage may not be
17 denied solely because the damage was not noted at the time of
18 delivery. If a shipper files a claim for loss or damage not
19 noted at the time of delivery, a mover remains obligated to
20 investigate such claim. A shipper does not waive his or her
21 right to a claim for damages solely by acknowledging receipt
22 of the household goods on a bill of lading, contract, or other
23 document.

24 (2) Whenever a mover requires a signed statement
25 acknowledging delivery or receipt of items, the statement
26 shall include a clear and conspicuous notice that the shipper
27 may make notations regarding the household goods as delivered,
28 and that the shipper may file a claim with the mover for lost
29 or damaged household goods.

30 (3) A shipper has up to 30 days after the completion
31 of delivery of the household goods to notify a mover in

1 writing of any claim for loss, damage, or delay resulting from
2 the performance of its contract for service. Such limitation
3 may not be construed to limit any other remedy the shipper may
4 have available.

5 (4) Each claim filed against a mover shall be promptly
6 and thoroughly investigated by the mover. If the claim cannot
7 be resolved within 30 days, the mover shall advise the
8 claimant in writing of the status of the claim and the reason
9 for the delay. A mover shall either object to or resolve a
10 claim filed by a shipper and notify the shipper in writing no
11 later than 90 days after receiving the claim.

12 (5) When a claim for loss of an item or an entire
13 shipment cannot be otherwise authenticated upon investigation,
14 the mover may request from the shipper, and the shipper must
15 sign, a sworn written statement that the household goods for
16 which the claim is filed have not been received from any other
17 source. If the shipper presents a false or fraudulent
18 statement, the shipper is liable to the mover for damages.

19 (6) When a claim is settled on damaged items, the
20 shipper shall retain possession of such items, unless the
21 claim settlement is equal to the full value of the items.

22 Section 17. Consumer complaints; complaint
23 procedure.--

24 (1) Any person aggrieved by one of the following
25 circumstances may file a written complaint with the
26 department:

27 (a) A violation of this act;

28 (b) A mover fails to perform any service pursuant to
29 the terms and conditions as agreed upon in the contract for
30 service; or

31

1 (c) Any claim as described in section 16 which cannot
2 be otherwise resolved.

3 (2) The complaint shall include a brief statement of
4 the allegations upon which it is based.

5 (3) Upon receipt of the complaint, the department
6 shall take all action deemed appropriate, including, but not
7 limited to, mediation; issuance of citations or cease and
8 desist orders; further administrative action; requests for
9 temporary and permanent injunctions; or dismissal of the
10 complaint.

11 Section 18. Fraudulent transfer of moving company.--A
12 transfer of a moving company to a successor company shall be
13 deemed a fraudulent transfer if the transfer is made by the
14 moving company for the purpose of evading permit fees or civil
15 penalties issued pursuant to this act. In determining intent
16 to defraud, consideration may be given, among other factors,
17 to whether:

18 (1) The transfer was to an insider;

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

21 (3) The transfer was disclosed or concealed;

22 (4) Before the transfer was made or obligation was
23 incurred, the moving company had been sued or threatened with
24 suit;

25 (5) The transfer was of substantially all the moving
26 company's assets;

27 (6) The value of the consideration received by the
28 moving company was reasonably equivalent to the value of the
29 asset transferred or the amount of the obligation incurred;
30
31

1 (7) The moving company was insolvent or became
2 insolvent shortly after the transfer was made or the
3 obligation was incurred;

4 (8) The transfer occurred shortly before or shortly
5 after substantial permit fees or civil penalties were
6 incurred; and

7 (9) The moving transferred the essential assets of the
8 business to a lienor who transferred the assets to an insider
9 of the moving company.

10 Section 19. Enforcement; penalties.--

11 (1) A criminal offense under this act constitutes a
12 misdemeanor of the second degree, punishable as provided in
13 section 775.082, Florida Statutes, or section 775.083, Florida
14 Statutes.

15 (2) In addition to any penalty imposed under
16 subsection (1), or for any violation of this act which does
17 not constitute a criminal offense, the department may impose a
18 civil penalty upon a mover that violates a provision of this
19 act. The amount of the penalty may not exceed \$1,000 for a
20 first offense.

21 Section 20. The responsibility for enforcing this act
22 is assigned to the Department of Business and Professional
23 Regulation. With respect to the exercise of these
24 responsibilities, the department is specifically authorized
25 to:

26 (1) Assign its responsibilities to an existing
27 division or other unit within the department or establish a
28 unit and assign the duties to it, in accordance with section
29 20.04, Florida Statutes.

30 (2) Adopt rules necessary to carry out its
31 responsibilities. This authority includes the authority to

1 adopt a rule specifying additional language to be included in
2 required notices under this act in order to give more detailed
3 instructions on how a person may contact the department.

4 Section 21. This act shall take effect upon becoming a
5 law and applies to movers for the permitting period beginning
6 July 1, 2001.

7

8

9

SENATE SUMMARY

10 Provides state regulation of intrastate moving companies
11 and intrastate moves of household goods and assigns
12 responsibility for such regulation to the Department of
Business and Professional Regulation. (See bill for
13 details.)

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31