

By Senator Constantine

9-1500-02

See HB

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.--As used in this act, the
22 term:

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

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

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

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

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

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

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

28 (7) "Estimate" means a written document provided to
29 the prospective shipper which sets forth the total cost and
30 the basis of such costs related to a shipper's move, which
31

1 shall include, but not be limited to, transportation or
2 accessorial services.

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

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

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

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

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

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

31

1 (14) "Vehicle decal" means a decal placed upon any
2 moving vehicle granted approval to provide moving services by
3 the division.

4 Section 3. Construction; intent; application.--

5 (1) The provisions of this act shall be construed
6 liberally to:

7 (a) Establish the law of this state governing the
8 transportation, shipment, and affiliated storage of household
9 goods.

10 (b) Address moving practices in this state in a manner
11 not inconsistent with federal law relating to consumer
12 protection.

13 (2) The provisions of this act shall apply to the
14 operations of any mover engaged in the intrastate
15 transportation of household goods, except this act shall not
16 be construed to include shipments contracted by the United
17 States, the state, or any local government or political
18 subdivision of the state. The provisions of this act shall
19 only apply to the transportation of household goods
20 originating in this state and terminating in this state.

21 (3) It is the intent of this act to secure the
22 satisfaction and confidence of shippers and members of the
23 public when using a mover.

24 (4) Nothing in this act shall be construed to remove
25 the authority or jurisdiction of any federal agency with
26 respect to goods or services regulated or controlled under
27 other provisions of law.

28 (5) This act does not apply to an act or practice
29 required or specifically permitted by federal law.

30
31

1 (6) All advertisements placed by movers shall furnish
2 the complete business address, telephone number, and
3 department operating permit number of such mover.

4 Section 4. Registration; operating permit and decal
5 required; denial, suspension, and revocation of permit;
6 hearing; appeals.--

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

13 (2) Each mover shall annually register with the
14 division for an operating permit and vehicle decal and provide
15 to the division:

16 (a) The mover's legal business and trade name, current
17 mailing address, and current business location for each place
18 from which the mover operates a main office, branch offices,
19 or storage locations.

20 (b) A designation of which location constitutes the
21 mover's principal place of business.

22 (c) A copy of any occupational licenses.

23 (d) The full names, current mailing addresses, current
24 telephone numbers, and social security numbers or federal tax
25 identification numbers of the mover's owners or corporate
26 officers and directors.

27 (e) The Florida registered agent of the corporation.

28 (f) A statement listing the names of any other
29 corporations, entities, or trade names through which any
30 owner, corporate officer, or director of the registrant was
31 known or did business as a mover within the 5 calendar years

1 immediately preceding the year in which the mover is
2 submitting the application for registration.

3 (g) Proof of vehicle liability insurance and general
4 liability insurance.

5 (h) Cargo legal liability insurance.

6 (i) The vehicle identification number, license tag
7 number, and gross weight of each commercial motor vehicle
8 operated by the mover.

9 (j) The number of employees who are currently employed
10 by the mover.

11 (k) Proof of workers' compensation insurance coverage
12 required by chapter 440, Florida Statutes, a state certificate
13 of exemption, or a letter from the mover indicating that no
14 such workers' compensation is required by law.

15 (l) Proof of all insurances required by section 5.

16 (3) Prior to any mover changing the mover's permitted
17 business location, telephone number, or registered agent, such
18 mover shall notify the division of such change in writing.
19 The permit may be modified upon completion of the required
20 forms and payment of a fee to be established by the
21 department.

22 (4) No permit shall be valid for any mover under any
23 other name or at any place other than that designated in the
24 permit. A permit is not transferable or assignable, nor shall
25 the ownership structure of the mover be so modified as to
26 constitute a change in the control or ownership of the permit.
27 If the business changes its name or ownership structure, a new
28 operating permit application and all permit fees shall be
29 submitted to division.

30 (5) The division shall require any person desiring to
31 obtain a permit as a mover to do so on forms prescribed by the

1 division. When obtaining a permit, changing a permit, or
2 renewing a permit, each mover shall furnish to the division a
3 nonrefundable fee of up to \$250. All permit fees shall be
4 established by the department by rule not to exceed \$250.

5 (6) The division shall issue to each mover an
6 operating permit in the form and size prescribed by the
7 division and which contains a permit number. Such permit
8 shall be prominently displayed to the public in the mover's
9 primary place of business. The currently assigned permit
10 number shall appear in all advertising, including telephone
11 listings in any and all telephone yellow pages; on all forms;
12 and on all commercial motor vehicles operated by the mover.
13 The continued use, display, or advertising of an expired
14 permit number is a violation of this act.

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

29 (a) Has failed to meet the requirements for initial
30 application or renewal as provided in this section;
31

1 (b) Has been convicted of a crime involving fraud,
2 dishonest dealing, or theft involving transportation or
3 storage of household goods for compensation. The division may
4 conduct criminal background checks to obtain such information
5 from the Department of Law Enforcement or any other government
6 agency;

7 (c) Has not satisfied a civil fine or penalty arising
8 out of any administrative or enforcement action brought by any
9 governmental agency or private person based upon conduct
10 involving fraud or dishonest dealing, or any violation of this
11 act;

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

14 (e) Has had a judgment or administrative order entered
15 against it, him, or her in any action brought by the division
16 under the provisions of this act.

17 (8) Any operating permit issued to any mover based
18 upon the presentation by such mover of false identification or
19 information, or identification not current with respect to
20 name, address, and place of employment, or any other fact
21 material to such permit, is void.

22 (9) The division may revoke or suspend an operating
23 permit issued pursuant to this act if the division determines
24 that the applicant has:

25 (a) Violated any provision of this act;

26 (b) Misrepresented or concealed a fact on the
27 application, renewal application, or replacement application
28 for an operating permit;

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

31

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

3 (e) Violated any condition, limitation, or restriction
4 of a permit imposed by the division;

5 (f) Has been convicted of a crime involving fraud,
6 theft, or dishonest dealing involving transportation or
7 storage of household goods for compensation; or

8 (g) Failed to comply with the terms of a cease and
9 desist order, notice to correct a violation, written assurance
10 of voluntary compliance, or any other lawful order of the
11 department, division, or a special master.

12 (10) Two or more violations of the provisions of
13 subsection (6), paragraph (7)(b), subsection (14), section 5,
14 section 6, subsection (1) of section 8, section 9, subsection
15 (2) of section 10, subsection (1) of section 14, subsection
16 (1) of section 15, or subsection (4) of section 17, which
17 result in civil fines or penalties, judgments, or
18 administrative orders entered by the division or a conviction
19 or plea of guilty or nolo contendere, may result in the
20 revocation, suspension, or denial of the operating permit.

21 (11) Upon denial, revocation, or suspension of a
22 permit, the mover shall be entitled to an appeal according to
23 the following:

24 (a) Any moving company which has had an operating
25 permit denied, revoked, or suspended by the division, may
26 appeal such decision to the department within 20 days after
27 receipt of the decision. A nonrefundable filing fee of up to
28 \$250 must accompany the written request for appeal. The filing
29 fee shall be established by rule of the department not to
30 exceed \$250. The appeal shall be reviewed at a hearing of the

31

1 department within 60 days after receipt by the division of the
2 request for appeal.

3 (b) At the conclusion of any hearing conducted
4 pursuant to this subsection, the department shall orally
5 render its decision based on evidence entered into the record.
6 The decision shall be stated in a written order and mailed to
7 the moving company not later than 10 days after the hearing
8 and shall be deemed final agency action with regard to the
9 matter appealed.

10 (c) Any person may appeal a final determination of the
11 department within 30 days after the rendition of the decision
12 by filing a petition for writ of certiorari in a court of
13 competent jurisdiction in this state.

14 (12) In the event of loss, destruction, or mutilation
15 of an operating permit issued by the division, the person to
16 whom the operating permit was issued may obtain a replacement
17 of such permit upon furnishing satisfactory proof of loss,
18 destruction, or mutilation to the division and payment of the
19 applicable fee of up to \$50 established by rule of the
20 department. Applications for a replacement operating permit
21 shall include the following information:

22 (a) Name and address of the applicant.

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

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

27 (13) All moving permits shall be renewed annually.
28 As part of the renewal process, the previous year's
29 application shall be updated and verified by the applicant.
30 Each updated renewal application shall be accompanied by a
31 nonrefundable fee of up to \$250 which shall be established by

1 rule of the department. All moneys received shall be
2 deposited into the department's Professional Regulation Trust
3 Fund and shall be used to accomplish the purposes of this act.
4 All moving permits which are not renewed shall automatically
5 expire upon the expiration date of the permit, as stated on
6 the permit, and all moving and storage services authorized
7 under the permit shall cease immediately. The division shall
8 deny any renewal application that is not timely, is
9 incomplete, is untrue in whole or in part, or is not
10 accompanied by the required nonrefundable fee or results in a
11 determination by the division that an applicant has failed to
12 satisfy the requirements of this act.

13 (14) Each permitted moving company shall obtain a
14 decal from the division for each vehicle used for moving
15 household goods. A nonrefundable vehicle decal fee shall be
16 remitted to the division, in an amount up to \$100 provided by
17 rule of the department, together with a complete description
18 of each vehicle. Upon issuance of a vehicle decal, such decal
19 shall be affixed to the lower left corner of the front window
20 in the vehicle at all times. The vehicle decal remains the
21 property of the division and shall be used only under the
22 authority of the division. Annual replacement vehicle decals
23 may be obtained upon application to the division evidencing
24 continued compliance with the provisions of this act and
25 payment of a fee in an amount provided by rule of the
26 department. No vehicle decal may be sold, assigned, or
27 otherwise transferred. If a vehicle is destroyed or sold, the
28 mover shall remove the vehicle decal, if in existence, and
29 surrender the remains to the division. A nonrefundable fee of
30 up to \$50 for replacing decals shall be established by rule of
31 the department. Vehicle decals used by moving companies for

1 short-term rental vehicles shall be affixed to the magnetic
2 sign as required in section 6.

3 (15) Each vehicle decal and moving permit issued
4 pursuant to this section shall be valid and effective for 1
5 year and shall terminate on December 31 of each year. Failure
6 to submit a complete and true moving permit application and
7 the required fee for renewal by November 30 of each year shall
8 result in the assessment of a nonrefundable late fee of up to
9 \$50. The late fee, not to exceed \$50, shall be established by
10 rule of the department. Upon submission of an application,
11 the division may provide the mover with a receipt which shall
12 constitute a provisional moving permit and shall be valid for
13 no longer than 45 calendar days or until the issuance or
14 denial of the moving permit, whichever comes first. Within 10
15 business days after receipt of the division's notice of
16 denial, such mover may refile a complete and true application
17 and pay a nonrefundable refiling fee established by rule of
18 the department. Failure to refile an application within such
19 10-day period shall result in the mover being required to
20 submit a new application and repay the nonrefundable permit
21 fee and vehicle decal fees.

22 (16) Moving companies which are new to the state and
23 desire to operate in this state shall secure an operating
24 permit and follow the permitting procedures described in this
25 section prior to conducting business. If there are 6 months or
26 less remaining before the annual renewal period, the fee for
27 the operating permit shall be 50 percent of the approved fee,
28 otherwise all other fees are applicable.

29 (17) Applications for the first year of the permitting
30 process shall be submitted by November 30, 2002. Late fees
31 shall apply to all applications received after that date.

1 Section 5. Evidence of cargo legal liability valuation
2 and insurance coverage.--

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

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

9 (b) Cargo legal liability insurance coverage for loss
10 or damage to household goods, with the exception of loss or
11 damage as the result of an act of God, inherent defect of the
12 property, or for loss or damage contributed to or caused by
13 the act or omission of the shipper, in the amount of no less
14 than \$50,000 per shipment.

15 (c) Motor vehicle combined bodily liability insurance
16 and property damage liability insurance which shall be issued
17 by an insurance carrier or company which is a participant in
18 the Florida Insurance Guaranty Association and which shall be
19 in accordance with the following:

20 1. One hundred thousand dollars per occurrence for a
21 commercial motor vehicle with a gross vehicle weight of less
22 than 26,000 pounds.

23 2. Two hundred fifty thousand dollars per occurrence
24 for a commercial motor vehicle with a gross vehicle weight of
25 26,000 pounds or more, but less than 44,000 pounds.

26 3. One million dollars per occurrence for a commercial
27 motor vehicle with a gross vehicle weight of 44,000 pounds or
28 more.

29 (2) All evidence of insurance shall be executed and
30 made available to the division upon application for an
31 operational permit. In addition, the policy shall provide an

1 endorsement providing for 30 days' written notice to the
2 division of any material change, expiration, or cancellation
3 of the policy. Evidence of the renewal of the policy shall be
4 filed with the division prior to such policy's expiration
5 date. Failure to file such evidence of insurance, or failure
6 to have such insurance in full force and effect, may result in
7 denial of a permit, revocation or suspension of the permit,
8 denial of renewal of such permit, issuance of a civil
9 citation, misdemeanor conviction, or other such remedies
10 available to the division under this section. The insurance
11 carrier or company must qualify as an insurance company
12 authorized to transact insurance in this state.

13 Section 6. Moving vehicles signage.--Each moving
14 vehicle must clearly display, on the exterior of the driver
15 and passenger sides, in letters at least 3 inches high,
16 permanently affixed, and in contrasting colors, the moving
17 company's name, physical address, telephone number, and permit
18 number. If short-term use of a rental vehicle by a moving
19 company is necessary, at a minimum, the same information and
20 requirements must be affixed to the vehicle through the use of
21 magnetic signs. Decals used for short-term rental vehicles
22 must be affixed to the magnetic signs.

23 Section 7. Estimates of moving costs.--

24 (1) A mover shall provide to a prospective shipper a
25 written estimate of the costs which will be charged for the
26 transportation, and accessorial services incidental to the
27 move, of such prospective shipper's household goods. No mover
28 shall charge for preparing an estimate unless, prior to
29 preparing the estimate, the mover:

30 (a) Clearly and conspicuously discloses in writing to
31 the prospective shipper the amount of the charge for the

1 preparation of the estimate or, if the amount cannot be
2 determined, the complete basis upon which the charge will be
3 calculated.

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

6 (2) A prospective shipper cannot waive the right to a
7 written estimate and a mover shall not require a prospective
8 shipper to waive the right to a written estimate.

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

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

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

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

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

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

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

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

31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

PLEASE READ CAREFULLY

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

ESTIMATE OF TOTAL COST
PURSUANT TO STATE LAW

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

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

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

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

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

1 (8) Notwithstanding any other provision of this act,
2 no written estimate is required when there are continued
3 transactions between the same shipper and mover and the mover
4 has on file a letter of understanding executed by the shipper
5 which lists a date certain to which said shipper waives its
6 right to a written estimate.

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

8 (1) Prior to the performance of any service by a mover
9 on behalf of a shipper, the mover shall prepare a written
10 contract for service which shall be approved, signed, timed,
11 and dated by the shipper or the shipper's agent and the mover
12 and shall provide the shipper with a copy of such contract.

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

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

18 (b) The name and address of the shipper, including the
19 addresses at which the items are to be picked up and
20 delivered, and, if available, a telephone number where the
21 shipper may be reached.

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

25 (d) The agreed pickup and delivery dates or the period
26 of time within which pickup, delivery, or the entire move will
27 be accomplished.

28 (e) A complete itemization and description of all
29 costs and services for transportation and accessorial services
30 to be provided during a move or storage of household goods.
31 The mover shall provide a total of all costs to the shipper.

1 (f) The method of payment, pursuant to section 12.

2 (g) The maximum amount required to be paid by the
3 shipper to the mover at the time of delivery, subject to
4 section 10.

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

8 (i) A statement regarding the mover's limitation of
9 liability, pursuant to section 14.

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

13 (k) If the cost for services provided is based on
14 weight, a statement which provides that the shipper has a
15 right to observe any weighing before and after loading. All
16 goods shall be weighed on a state-certified scale and weight
17 tickets shall be retained and supplied to the shipper and
18 division upon request.

19 Section 9. Disclosure statement required.--The
20 contract for service provided by a mover to a shipper shall
21 include the following disclosures in bold capitalized letters
22 of at least 12-point type on a separate page with a copy given
23 to the shipper prior to the performance of any service by a
24 mover. Each disclosure must be initialed by the shipper prior
25 to the performance of any service by a mover:

26

27 PLEASE READ CAREFULLY

28

29 IF YOU HAVE A QUESTION OR COMPLAINT, PLEASE
30 CONTACT THE DIVISION OF PROFESSIONS OF THE

31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

DEPARTMENT OF BUSINESS AND PROFESSIONAL
REGULATION IN TALLAHASSEE, FLORIDA.

CONTRACT FOR SERVICE

THIS CONTRACT FOR SERVICE IS REQUIRED BY STATE
LAW AND MUST INCLUDE ALL OF THE TERMS AND COSTS
ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE
CONTRACT FOR SERVICE TO BE ACCURATE, YOU MUST
DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE
TO THE MOVER. STATE LAW REQUIRES THAT A MOVER
DELIVER YOUR GOODS AND COMPLETE YOUR MOVE UPON
PAYMENT OF NO MORE THAN THE MAXIMUM AMOUNT
STATED IN THE CONTRACT.

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:

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

8
9 The written inventory shall be signed by the mover and the
10 shipper at the origin and destination. Under any other
11 circumstances, the shipper may request an inventory and the
12 mover may charge for preparing the inventory after clearly and
13 conspicuously disclosing in writing to the shipper the amount
14 of the charge for the preparation of the inventory.

15 Section 10. Charges in excess of written estimate,
16 unlawful charges, refusal to relinquish goods prohibited;
17 payment of charges in excess of written estimate or contract
18 for service.--

19 (1) A mover shall not charge the shipper in excess of
20 10 percent over the amount of the written estimate, except as
21 provided in subsection (3). If the mover charges an amount in
22 excess of the written estimate, but not more than 10 percent
23 as provided in this section, the mover shall provide a written
24 explanation of such excess charges to the shipper, which
25 explanation shall be consistent with paragraph (3)(d) of
26 section 7, at the time of delivery but prior to payment by the
27 shipper.

28 (2) A mover shall not fail to relinquish to a shipper
29 any or all of the shipper's household goods or fail to
30 complete in a timely manner all transportation and accessorial
31 services required to be performed pursuant to the contract for

1 service because the shipper has refused to pay for charges in
2 excess of the amount set forth in subsection (1), in excess of
3 the total amount set forth in the contract for service as
4 required by paragraph (2)(e) of section 8, or in excess of the
5 contract pursuant to subsection (3).

6 (3) Circumstances preventing the mover from obtaining
7 reasonable access to the place of origin or destination, and
8 for which the mover had no prior knowledge, may result in an
9 increase of the contract amount. The mover shall provide a
10 written explanation of such excess charges to the shipper
11 together with the total cost of any additional service which
12 shall be authorized and signed by the shipper.

13 Section 11. Inventory.--A written inventory of the
14 shipper's household goods shall be prepared by the mover at no
15 additional charge to the shipper when the move is not
16 performed point-to-point, the goods which are the subject of
17 the move are placed in storage, the goods are not delivered on
18 the same day they were picked up, or more than one shipper's
19 goods are on the moving vehicle at the same time. The written
20 inventory shall be signed by the mover and the shipper at both
21 the origin and destination. Under any other circumstances,
22 the shipper may request an inventory and the mover may charge
23 for preparing the inventory after clearly and conspicuously
24 disclosing in writing to the shipper the amount of the charge
25 for the preparation of the inventory.

26 Section 12. Acceptable forms of payment.--A mover
27 shall accept a minimum of two of the three following forms of
28 payment:

29 (1) Cash, cashier's check, money order, or traveler's
30 check;

31

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

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

5
6 A mover shall clearly and conspicuously disclose to the
7 shipper in the contract for service and the estimate which
8 methods of payment the mover will accept.

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

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

14 (2) A shipper may seek recourse through filing a
15 complaint with the division, pursuant to section 18, or in a
16 court of competent jurisdiction if a mover fails to perform
17 either pickup or delivery or any accessorial services as
18 agreed upon in the contract for service or the shipper incurs
19 any expenses that would not otherwise have been incurred.

20 Section 14. Liability of movers; limitation and
21 disclosure.--

22 (1) A mover shall not limit its liability of a
23 shipment of household goods to an amount less than 60 cents
24 per pound per article. A mover shall offer such minimum
25 valuation coverage with no deductible and at no charge to a
26 shipper.

27 (2) A mover shall offer to the shipper coverage in
28 excess of such minimum valuation at an additional cost. Such
29 additional cost and coverage, including any deductible, shall
30 be disclosed to the shipper on the estimate and contract prior
31 to the move. Such additional coverage shall not exceed the

1 declared value of the shipment or the cargo liability
2 insurance actually carried by the mover and available to the
3 shipper.

4 (3) The rejection or selection of additional valuation
5 or cargo liability coverage shall be made in writing on a form
6 prescribed by the division by rule. The form shall fully
7 advise the shipper of the nature of the limitation of cargo
8 liability and shall state that the minimum coverage is equal
9 to the limit referred to in subsection (1) unless otherwise
10 requested. The heading of the form shall be in 12-point bold
11 type and shall state:

12
13 PLEASE READ CAREFULLY

14
15 WAIVER OF CERTAIN INSURANCE COVERAGE.--BY
16 SIGNING THIS WAIVER, YOU ARE DECLINING CERTAIN
17 VALUABLE COVERAGE WHICH PROTECTS YOUR
18 POSSESSIONS ABOVE THE MINIMUM AMOUNTS SET BY
19 LAW (60 CENTS PER POUND PER ARTICLE).

20
21 PLEASE READ CAREFULLY

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

27
28 Section 15. Records; inquiry or complaint handling;
29 inspection.--

30 (1) A mover shall maintain records which shall
31 include, but not be limited to, all estimates and contracts

1 for services for a period of at least 5 years after the date
2 of completion of performance of the contract for service.
3 Records shall be made available for inspection and copying
4 immediately upon demand by the division for all moves which
5 occurred within the preceding 12 months. Records of all moves
6 which occurred more than 12 months prior to the division's
7 request shall be made available for inspection and copying
8 within 5 business days after the mover's receipt of a written
9 request from the division.

10 (2) A mover shall establish and maintain a procedure
11 for responding to inquiries and complaints from shippers. The
12 procedure shall include a means whereby the shipper may
13 communicate with the principal office of the mover by
14 telephone. This procedure and telephone number shall be
15 stated on the contract and estimate.

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

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

23 (5) The premises of all movers shall be open to the
24 division for inspection, investigation, or for such other
25 purposes as are necessary for the enforcement and
26 administration of this act during the business hours of the
27 mover and in no event not less than between the hours of 8
28 a.m. to 5 p.m., Monday through Friday, excluding legal
29 holidays.

30 (6) The operator of a moving vehicle shall not conduct
31 a move unless the moving vehicle operator providing such

1 service maintains in his or her possession the completed
2 written estimate and signed contract for service. Each
3 completed written estimate and signed contract for service
4 shall be available for inspection on demand by division
5 personnel at any time during the period of the move.

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

10 Section 17. Claims.--

11 (1) No claim against a mover for damage shall be
12 denied solely because the damage was not noted at the time of
13 delivery. If a shipper files a claim for loss or damage not
14 noted at the time of delivery, a mover remains obligated to
15 investigate such claim. A shipper does not waive his or her
16 right to a claim for damages solely by acknowledging receipt
17 of the household goods on a bill of lading, contract, or other
18 document.

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

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

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

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

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

19 Section 18. Consumer complaints.--

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

22 (a) A violation of this act;

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

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

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

30 (3) Upon receipt of such complaint, the department
31 shall take any appropriate action, including, but not limited

1 to, mediation, issuance of citations or cease and desist
2 orders, further administrative action, requests for temporary
3 and permanent injunctions, or dismissal of the complaint.

4 Section 19. Fraudulent transfer of moving company.--A
5 transfer of a moving company to a successor company shall be
6 deemed a fraudulent transfer if such transfer is made by the
7 moving company for the purpose of evading permit fees or civil
8 penalties imposed pursuant to this act. In determining intent
9 to defraud, consideration may be given, among other factors,
10 as to whether:

11 (1) The transfer was to an insider;

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

14 (3) The transfer was disclosed or concealed;

15 (4) Before the transfer was made or obligation was
16 incurred, the moving company had been sued or threatened with
17 suit;

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

20 (6) The value of the consideration received by the
21 moving company was reasonably equivalent to the value of the
22 asset transferred or the amount of the obligation incurred;

23 (7) The moving company was insolvent or became
24 insolvent shortly after the transfer was made or the
25 obligation was incurred;

26 (8) The transfer occurred shortly before or shortly
27 after substantial permit fees or civil penalties were
28 incurred; or

29 (9) The moving company transferred the essential
30 assets of the business to a lienor who transferred the assets
31 to an insider of the moving company.

1 Section 20. Enforcement and penalties.--
2 (1) Any person or entity that operates or attempts to
3 operate as a mover without an active, valid operating permit
4 issued pursuant to this act commits a misdemeanor of the
5 second degree, punishable as provided in section 775.082 or
6 section 775.083, Florida Statutes.
7 (2) In addition to the sanctions contained in this
8 subsection, the department shall take any other appropriate
9 legal action, including, but not limited to, cease and desist
10 orders, other administrative actions, and requests for
11 temporary and permanent injunctions to enforce the provisions
12 of this act. Each day during any portion of which a violation
13 occurs or continues to occur constitutes a separate violation.
14 It is the purpose of this act to provide additional cumulative
15 remedies.
16 (a) Any violation of this act is a civil infraction.
17 (b) Any person who has committed an act in violation
18 of this act shall receive a citation from the division or any
19 law enforcement officer who has probable cause to believe that
20 the person has committed a civil infraction in violation of
21 this act.
22 (c) The division and state courts shall have
23 jurisdiction over all violations of this act.
24 (d) The division shall:
25 1. Accept designated fines and issue receipts for such
26 fines.
27 2. Provide a uniform citation form serially numbered
28 for notifying alleged violators to appear and answer to
29 charges of violation of this act. Such citation forms shall be
30 issued to and receipted by the division.
31

1 (e) Violation of any provision of this act shall be
2 punishable by a fine not to exceed \$500. Any person who has
3 violated any provision of this act shall be fined an amount of
4 up to \$500 as established by rule of the department.

5 (f) Any person issued a citation shall be deemed to be
6 charged with a civil violation and shall comply with the
7 directives on the citation.

8 (g) Payment shall be made, by mail or in person, to
9 the division within the time specified on the citation. If a
10 person follows this procedure, such person shall be deemed to
11 have admitted the infraction and to have waived the person's
12 right to a hearing on the issue of commission of the
13 infraction.

14 (h) All fines collected as a result of such citations
15 shall be paid into the department's Professional Regulation
16 Trust Fund and used for the moving and storage program.
17 Pursuant to sections 938.01, 938.17, and 938.19, Florida
18 Statutes, mandatory costs shall be assessed against each
19 person convicted of a violation of this act.

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

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

29 (k) If a person fails to pay the civil penalty, or
30 fails to appear in court to contest the citation, such person
31 shall be deemed to have waived the right to contest the

1 citation and, in such case, a default judgment may be entered
2 and the judge shall impose a fine at that time. An order to
3 show cause may be issued. If the fine is paid, the case shall
4 be dismissed. If the fine is not paid, judgment may be
5 entered up to the maximum civil penalty.

6 (1) Any person cited for a violation of this act shall
7 sign and accept the citation indicating a promise to pay the
8 fine or appear in court. Any person who willfully refuses to
9 sign and accept a citation issued by an officer commits a
10 misdemeanor of the second degree, punishable as provided by
11 section 775.082 or section 775.083, Florida Statutes.

12 (m) The division may require mandatory court
13 appearances for violations resulting in the issuance of a
14 third or subsequent citation to a person. The citation shall
15 clearly inform the person of the mandatory court appearance.
16 The division shall maintain records to prove the number of
17 citations issued to the person. Persons required to appear in
18 court do not have the option of paying the fine instead of
19 appearing in court.

20 (3) This act shall be enforced by the department.

21 (4) The division shall maintain a system by which
22 movers are given citations or written notice of all
23 violations. Division personnel shall be permitted to enter
24 the business premises of a mover to ascertain whether the
25 business is in compliance with this act. If division
26 personnel are unreasonably refused entry or access to the
27 business premises as stated above, the division shall obtain
28 an inspection warrant pursuant to section 933.20, Florida
29 Statutes, in order to ascertain compliance with this act.

30 (5) The division is authorized to enforce the
31 provisions of this act by administrative fines of up to \$500

1 for each violation. Each day of a continuing violation shall
2 be deemed a separate violation.

3 Section 21. All local laws and ordinances of any
4 county or municipality of this state which conflict with any
5 provision of this act are repealed.

6 Section 22. If any section, paragraph, sentence,
7 clause, phrase, or word of this act is for any reason held by
8 a court of competent jurisdiction to be unconstitutional,
9 inoperative or void, such holding shall not affect the
10 constitutionality of the remainder of this act.

11 Section 23. This act shall take effect July 1, 2002.

12 *****

13
14 LEGISLATIVE SUMMARY

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

19
20
21
22
23
24
25
26
27
28
29
30
31