

704-187AXA-08

Bill No. CS/HB 1681, 1st Eng.

Amendment No. ____ (for drafter's use only)

	<u>Senate</u>	CHAMBER ACTION	<u>House</u>
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Representative(s) Goodlette offered the following:

Amendment (with title amendment)

On page 46, line 4,
remove: all of said line

and insert:

Section 38. Section 482.227, Florida Statutes, is amended to read:

482.227 Guarantees and warranties.--

(1) The Legislature finds that the terms "guarantee" and "warranty" are common in contracts for the treatment of wood-destroying organisms and intends to clarify that the purpose of this section is to ensure that the consumer understands whether a contract contains a guarantee or warranty for repair and retreatment or for retreatment only or contains no guarantee. Unless the contract for treatment of wood-destroying organisms indicates conspicuously on the front page whether the guarantee or warranty is for repair and retreatment or for retreatment only or that no guarantee or warranty is offered, the term "guarantee" or "warranty" may be

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1 used in a contract for treatment of wood-destroying organisms
2 only in the following circumstances:

3 (a) If the licensee promises to repair ~~restore~~ any
4 property damaged by wood-destroying organisms during a
5 specified period after the treatment, the term "full" or
6 "unlimited" must be used together with the term "guarantee" or
7 "warranty" wherever that term occurs other than in a
8 disclaimer under subsection (2).

9 (b) If the licensee promises only to provide
10 additional treatment if infestation occurs during a specified
11 period after treatment, the term "limited" must be used with
12 the term "guarantee" or "warranty" wherever that term occurs
13 other than in a disclaimer under subsection (2).

14 (c) If the licensee does not promise to repair ~~restore~~
15 the property or provide additional treatment, the term
16 "guarantee" or "warranty" may not be used except in a
17 disclaimer under subsection (2).

18 (2) A disclaimer indicating that no guarantee or
19 warranty is offered under the contract ~~Any statement~~
20 ~~disclaiming an expressed or implied guarantee or warranty~~ must
21 appear in conspicuous type on the face of the contract.

22 Section 39. Effective October 1, 2003, section
23 482.227, Florida Statutes, as amended by this act, is amended
24 to read:

25 482.227 Guarantees and warranties; contracts executed
26 after October 1, 2003.--

27 (1) The Legislature finds that the terms "guarantee"
28 and "warranty" are common in contracts for the treatment of
29 wood-destroying organisms. ~~and intends to clarify that~~ The
30 purpose of this section is to ensure that contract language
31 describing the consumer understands whether a contract

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1 ~~contains a guarantee or warranty is clear and easily~~
2 ~~identifiable for the protection of consumers and licensees for~~
3 ~~repair and retreatment or for retreatment only or contains no~~
4 ~~guarantee. Therefore, the provisions of this section shall~~
5 ~~apply to new contracts for the treatment of wood-destroying~~
6 ~~organisms issued by the licensee and signed by the customer~~
7 ~~after October 1, 2003. Unless the contract for treatment of~~
8 ~~wood-destroying organisms indicates conspicuously on the front~~
9 ~~page whether the guarantee or warranty is for repair and~~
10 ~~retreatment or for retreatment only or that no guarantee or~~
11 ~~warranty is offered, the term "guarantee" or "warranty" may be~~
12 ~~used in a contract for treatment of wood-destroying organisms~~
13 ~~only in the following circumstances:~~

14 ~~(a) If the licensee promises to repair any property~~
15 ~~damaged by wood-destroying organisms during a specified period~~
16 ~~after the treatment, the term "full" or "unlimited" must be~~
17 ~~used together with the term "guarantee" or "warranty" wherever~~
18 ~~that term occurs other than in a disclaimer under subsection~~
19 ~~(2).~~

20 ~~(b) If the licensee promises only to provide~~
21 ~~additional treatment if infestation occurs during a specified~~
22 ~~period after treatment, the term "limited" must be used with~~
23 ~~the term "guarantee" or "warranty" wherever that term occurs~~
24 ~~other than in a disclaimer under subsection (2).~~

25 ~~(c) If the licensee does not promise to repair the~~
26 ~~property or provide additional treatment, the term "guarantee"~~
27 ~~or "warranty" may not be used except in a disclaimer under~~
28 ~~subsection (2).~~

29 (2) Any contract for treatment of wood-destroying
30 organisms must specify on the first page in bold print that
31 the guarantee or warranty is for repair and retreatment or for

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1 retreatment only or that no warranty or guarantee is offered.
2 ~~A disclaimer indicating that no guarantee or warranty is~~
3 ~~offered under the contract must appear in conspicuous type on~~
4 ~~the face of the contract.~~

5 (3) The contract for treatment of wood-destroying
6 organisms must specify on the first page in bold print whether
7 there are any disclaimers, limitations, conditions, or
8 exclusions on the licensee's obligation to repair or retreat
9 the property. Contract sections describing disclaimers,
10 limitations, conditions, or exclusions applicable to the
11 licensee's obligation to repair or retreat the property must
12 contain headings in bold print.

13 (4) If a contract for treatment of wood-destroying
14 organisms contains a disclaimer, limitation, condition, or
15 exclusion applicable to the licensee's obligation to repair or
16 retreat the property, the term "full" or "unlimited" may not
17 be used together with the term "guarantee" or "warranty."

18 Section 40. It is the intent of the Legislature to
19 phase in the requirements set forth in section 39 of this act
20 to provide that the requirements of s. 482.227, Florida
21 Statutes, as amended by section 39, apply only to contracts
22 for the treatment of wood-destroying organisms issued by the
23 licensee and signed by the customer on or after October 1,
24 2003.

25 Section 41. Except as otherwise provided herein, this
26 act shall take effect July 1, 2002.

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29 ===== T I T L E A M E N D M E N T =====

30 And the title is amended as follows:

31 On page 5, line 14,

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1 remove: all of said line

2

3 and insert:

4 W. Hunt Building; amending s. 482.227, F.S.;

5 revising requirements relating to guarantees

6 and warranties in contracts for treatment of

7 wood-destroying organisms; providing

8 legislative intent with respect to such

9 guarantees and warranties; providing effective

10 dates.

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