

704-187AX-08

Bill No. CS/HB 1681

Amendment No. \_\_\_\_ (for drafter's use only)

	<u>Senate</u>	CHAMBER ACTION	<u>House</u>
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ORIGINAL STAMP BELOW

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Representative(s) Goodlette offered the following:

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**Amendment (with title amendment)**

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On page 39, line 16,

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remove: all of said line

15

and insert:

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Section 40. Section 482.227, Florida Statutes, is amended to read:

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482.227 Guarantees and warranties.--

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(1) The Legislature finds that the terms "guarantee"

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and "warranty" are common in contracts for the treatment of

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wood-destroying organisms and intends to clarify that the

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purpose of this section is to ensure that the consumer

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understands whether a contract contains a guarantee or

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warranty for repair and retreatment or for retreatment only or

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contains no guarantee. Unless the contract for treatment of

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wood-destroying organisms indicates conspicuously on the front

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page whether the guarantee or warranty is for repair and

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retreatment or for retreatment only or that no guarantee or

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warranty is offered, the term "guarantee" or "warranty" may be

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removed, 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 41. 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 42. It is the intent of the Legislature to  
19 phase in the requirements set forth in section 41 of this act  
20 to provide that the requirements of s. 482.227, Florida  
21 Statutes, as amended by section 41, 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 43. 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 20,

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1 remove: all of said line

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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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