

By the Committee on Regulated Industries; and Senators  
Campbell and Constantine

315-1955-02

1                                   A bill to be entitled  
2           An act relating to household movers; defining  
3           terms; prohibiting certain actions by movers  
4           when moving household goods; providing  
5           requirements for contracts and estimates;  
6           providing penalties; providing an effective  
7           date.

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9   Be It Enacted by the Legislature of the State of Florida:

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11           Section 1. (1) As used in this section, the term:  
12           (a) "Accessorial services" means any service performed  
13 by a mover or third party at the request of the shipper or  
14 mover, if the charges for such services are to be paid to the  
15 mover by the shipper at or prior to delivery, which is  
16 incidental to the transportation service, including valuation  
17 coverage; preparation of written inventory; storage; packing,  
18 unpacking, or crating of articles; hoisting or lowering;  
19 waiting time; long carry (carrying articles excessive  
20 distances between the mover's vehicle and the residence);  
21 overtime loading and unloading; reweighing; disassembly or  
22 reassembly; elevator or stair carrying; boxing or servicing of  
23 appliances; and furnishing of packing or crating materials.  
24           (b) "Household goods" means personal effects or other  
25 personal property found in a home, personal residence, storage  
26 facility, or other location, including property in a  
27 storehouse or warehouse facility that is owned or rented by a  
28 shipper or shipper's agent, but does not include freight or  
29 personal property moving to or from a factory, store, or other  
30 place of business.

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1           (c) "Mover" means any person who engages in the  
2 transportation or shipment of household goods for  
3 compensation.

4           (d) "Shipper" means any person who uses the services  
5 of a mover to transport or ship household goods.

6           (2) A mover must relinquish household goods to a  
7 shipper and must place the goods inside a shipper's dwelling,  
8 unless the shipper has not tendered payment in the amount  
9 specified in a written contract or estimate signed and dated  
10 by the shipper. A mover may not refuse to relinquish  
11 prescription medicines and goods for use by children,  
12 including children's furniture, clothing, or toys under any  
13 circumstances.

14           (3) A mover may not refuse to relinquish to a shipper  
15 household goods, or fail to place the goods inside a shipper's  
16 dwelling, based on the mover's refusal to accept a particular  
17 form of payment, including cash, cashier's check, money order,  
18 travelers check, personal check, credit card, charge card, or  
19 debit card, unless the mover clearly and conspicuously  
20 discloses in a written contract or estimate signed and dated  
21 by the shipper the accepted methods of payment.

22           (4) A contract, and estimate if the information is  
23 known at the time of making the estimate, provided to a  
24 prospective shipper must be in writing and include:

25           (a) The name, telephone number, and physical address  
26 where the mover's employees are available during normal  
27 business hours.

28           (b) The date the contract or estimate is prepared and  
29 any proposed date of the move.

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1           (c) The name and address of the shipper, the addresses  
2 where the items are to be picked up and delivered, and a  
3 telephone number where the shipper may be reached.

4           (d) The name, telephone number, and physical address  
5 of any location where the goods will be held pending further  
6 transportation, including situations where the mover retains  
7 possession of goods pending resolution of a fee dispute with  
8 the shipper.

9           (e) An itemized breakdown and description and total of  
10 all costs and services for transportation and accessorial  
11 services to be provided during a move or storage of household  
12 goods.

13           (f) The accepted methods of payment.

14           (5) A mover that lawfully fails to relinquish a  
15 shipper's household goods may place the goods in storage until  
16 payment is tendered. However, the mover must inform the  
17 shipper promptly in writing where the goods are located and  
18 the amount due. A mover may not require a prospective shipper  
19 to waive any rights or requirements under this section.

20           (6)(a) The refusal of a mover or a mover's employee,  
21 agent, or contractor to comply with an order from a law  
22 enforcement officer to relinquish a shipper's household goods  
23 after the officer determines that the shipper has tendered  
24 payment of the amount of a written estimate or contract, or  
25 after the officer determines that the mover did not produce a  
26 signed estimate or contract upon which demand is being made  
27 for payment, is a felony of the third degree, punishable as  
28 provided in section 775.082, section 775.083, or section  
29 775.084, Florida Statutes. A mover's compliance with an order  
30 from a law enforcement officer to relinquish goods to a  
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1 shipper is not a waiver or finding of fact regarding any right  
2 to seek further payment from the shipper.

3 (b) Any other violation of this section is a  
4 misdemeanor of the first degree, punishable as provided in  
5 section 775.082 or section 775.083, Florida Statutes.

6 (8) This section does not preempt application of any  
7 local ordinance or regulation pertaining to moving and storage  
8 of household goods to a moving and storage transaction that  
9 takes place wholly within the boundaries of that local  
10 government entity.

11 Section 2. This act shall take effect July 1, 2002.

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13 STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN  
14 COMMITTEE SUBSTITUTE FOR  
15 SB 2006

16 The Committee Substitute:

17 -Clarifies that local ordinances apply only to moves within  
18 the local government's boundary lines.

19 -Clarifies that the proposed criminal penalty applies to the  
20 mover and its employees, agents, or contractors.

21 -Clarifies that the written estimate must contain the required  
22 information only if it is available at the time of the  
23 estimate.

24 -Deletes the requirement that the contract and estimate  
25 contain the time at which they were executed.  
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