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A bill to be entitled

An act relating to construction defects; amending s. 558.001, F.S.; revising legislative findings and declarations; amending s. 558.002, F.S.; revising definitions; amending s. 558.003, F.S.; providing requirements for filing actions alleging construction defects; requiring abatement, upon timely motion, of certain actions filed that do not comply with certain requirements; amending s. 558.004, F.S.; revising requirements, procedures, criteria, and limitations in provisions relating to notice and opportunity to repair construction defects in certain structures; providing requirements and procedures for making, accepting, or rejecting settlement offers; providing for consequences of certain actions relating to settlement offers; specifying legal obligation to make certain repairs or monetary payments under certain circumstances; providing a mutual duty to exchange certain discoverable evidence; providing requirements and limitations; amending s. 558.005, F.S.; revising certain contract content provisions; providing a notice form; providing application; providing severability; providing an effective date.

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

Section 1. Section 558.001, Florida Statutes, is amended to read:

558.001 Legislative findings and declaration.--The Legislature finds that it is beneficial to have an alternative

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30 method to resolve construction disputes that would reduce the  
 31 need for litigation as well as protect the rights of homeowners.

32 An effective alternative dispute resolution mechanism in certain  
 33 construction defect matters should involve the claimant filing a  
 34 notice of claim with the contractor, subcontractor, supplier, or  
 35 design professional that the claimant asserts is responsible for  
 36 the defect, and should provide the contractor, subcontractor,  
 37 supplier, or design professional with an opportunity to resolve  
 38 the claim without resort to further legal process.

39 Section 2. Section 558.002, Florida Statutes, is amended  
 40 to read:

41 558.002 Definitions.--As used in this chapter ~~act~~, the  
 42 term:

43 (1) "Action" means any civil action or arbitration  
 44 proceeding for damages or indemnity asserting a claim for damage  
 45 to or loss of a dwelling or personal property caused by an  
 46 alleged construction defect, but does not include any civil  
 47 action or arbitration proceeding asserting a claim for alleged  
 48 personal injuries arising out of an alleged construction defect.

49 (2) "Association" has the same meaning as in s.  
 50 718.103(2), s. 719.103(2), s. 720.301(7), or s. 723.025.

51 (3) "Claimant" means a homeowner, including a subsequent  
 52 purchaser, ~~tenant~~, or association, who asserts a claim for  
 53 damages against a contractor, subcontractor, supplier, or design  
 54 professional concerning a construction defect or who asserts a  
 55 claim for indemnification for such damages. The term does not  
 56 include a contractor, subcontractor, supplier, or design  
 57 professional.

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58 (4) "Construction defect" means a deficiency in, or a  
 59 deficiency arising out of, the design, specifications,  
 60 surveying, planning, supervision, observation of construction,  
 61 or construction, repair, alteration, or remodeling of a  
 62 dwelling, any appurtenance to the dwelling, or the real property  
 63 to which the dwelling or appurtenance is affixed resulting from:

64 (a) Defective material, products, or components used in  
 65 the construction or remodeling;

66 (b) A violation of the applicable codes in effect at the  
 67 time of construction or remodeling which gives rise to a cause  
 68 of action pursuant to s. 553.84;

69 (c) A failure of the design of a dwelling to meet the  
 70 applicable professional standards of care at the time of  
 71 governmental approval; or

72 (d) A failure to construct or remodel a dwelling in  
 73 accordance with accepted trade standards for good and  
 74 workmanlike construction at the time of construction.

75 (5) "Contractor" means any person, as defined in s. 1.01,  
 76 ~~firm, partnership, corporation, association, or other~~  
 77 ~~organization~~ that is legally engaged in the business of  
 78 designing, developing, constructing, manufacturing, ~~selling,~~ or  
 79 remodeling dwellings or attachments thereto.

80 (6) "Design professional" means a person, as defined in s.  
 81 1.01, licensed in this state as an architect, interior designer,  
 82 landscape architect, engineer, or surveyor.

83 (7) "Dwelling" means a single-family house, manufactured  
 84 or modular home, duplex, triplex, quadruplex, or other  
 85 multifamily unit in a multifamily residential building designed  
 86 for residential use in which title to each individual unit is

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87 transferred to the owner under a condominium or cooperative  
 88 system and includes common areas and improvements that are owned  
 89 or maintained by an association or by members of an association,  
 90 and also includes the systems, other components, ~~and~~  
 91 improvements, and other structures or facilities, including, but  
 92 not limited to, recreational structures or facilities, that are  
 93 appurtenant to and located on the real property on which the  
 94 house, duplex, triplex, quadruplex, or other multifamily unit is  
 95 located, but are not necessarily part of the structure at the  
 96 time of completion of construction.

97 (8) "Service" means ~~personal service or~~ delivery by  
 98 certified mail, return receipt requested, to the last known  
 99 address of the addressee.

100 (9) "Subcontractor" means a person, as defined in s. 1.01,  
 101 who is a contractor who performs labor and supplies material  
 102 ~~work~~ on behalf of another contractor in the construction or  
 103 remodeling of a dwelling.

104 (10) "Supplier" means a person, as defined in s. 1.01, who  
 105 provides only materials, equipment, or other supplies for the  
 106 construction or remodeling of a dwelling.

107 Section 3. Section 558.003, Florida Statutes, is amended  
 108 to read:

109 558.003 Action; compliance abatement.--~~If~~ A claimant may  
 110 not file files an action subject to this chapter without first  
 111 complying with the requirements of this chapter. If a claimant  
 112 files an action alleging a construction defect without first  
 113 complying with the requirements of this chapter ~~act~~, on timely  
 114 motion by a party to the action the court shall abate the

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115 action, without prejudice, and the action may not proceed until  
116 the claimant has complied with such requirements.

117 Section 4. Section 558.004, Florida Statutes, is amended  
118 to read:

119 558.004 Notice and opportunity to repair.--

120 (1) In actions brought alleging a ~~against a contractor,~~  
121 ~~subcontractor, supplier, or design professional related to an~~  
122 ~~alleged~~ construction defect, the claimant shall, at least no  
123 ~~later than~~ 60 days before filing an action involving a single-  
124 family home manufactured or modular home, duplex, triplex, or  
125 quadruplex, or at least 120 days before filing an action  
126 involving an association of one or more units in a multifamily  
127 residential building, serve written notice of claim on the  
128 contractor, subcontractor, supplier, or design professional, as  
129 applicable, which notice shall refer to this chapter. If the  
130 construction defect claim arises from work performed under a  
131 contract, the written notice of claim must be served on the  
132 person with whom the claimant contracted. The notice of claim  
133 must describe the claim in reasonable detail sufficient to  
134 determine the general nature of each alleged construction defect  
135 and a description of the damage or loss resulting from the  
136 defect, if known. The claimant shall endeavor to serve the  
137 notice of claim within 15 days after discovery of an alleged  
138 defect, but the failure to serve notice of claim within 15 days  
139 does not bar the filing of an action, subject to s. 558.003.  
140 This subsection does not preclude a claimant from filing an  
141 action sooner than 60 days, or 120 days as applicable, after  
142 service of written notice as expressly provided in subsection  
143 (6), subsection (7), or subsection (8).

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144           (2) Within 30 ~~5-business~~ days after receipt ~~service~~ of the  
 145 notice of claim, ~~the contractor, subcontractor, supplier, or~~  
 146 ~~design professional may inspect~~ involving a single-family home,  
 147 manufactured or modular home, duplex, triplex, or quadruplex, or  
 148 within 50 days after receipt of the notice of claim involving an  
 149 association of one or more units in a multifamily building, the  
 150 person receiving the notice of claim under subsection (1) is  
 151 entitled to perform a reasonable inspection of the dwelling or  
 152 of each unit subject to the claim to assess each alleged  
 153 construction defect. The claimant shall provide the person  
 154 receiving the notice under subsection (1) and such person's  
 155 ~~contractor, subcontractor, supplier, or design professional and~~  
 156 ~~its~~ contractors or agents reasonable access to the dwelling  
 157 during normal working hours to inspect the dwelling to determine  
 158 the nature and cause of each alleged construction defect and the  
 159 nature and extent of any repairs or replacements necessary to  
 160 remedy each defect. The person receiving notice under subsection  
 161 (1) shall reasonably coordinate the timing and manner of any and  
 162 all inspections with the claimant to minimize the number of  
 163 inspections. The inspection may include destructive testing ~~by~~  
 164 ~~mutual agreement.~~ Prior to performing any destructive testing,  
 165 the person receiving notice under subsection (1) who desires to  
 166 perform the testing shall notify the claimant in writing of the  
 167 type of testing to be performed, the anticipated damage to the  
 168 dwelling which will be caused by the testing, and the  
 169 anticipated repairs that will be necessary to repair any damage  
 170 caused by the testing. The person receiving notice under  
 171 subsection (1) and such person's contractors or agents  
 172 performing the testing are ~~is~~ responsible for repairing any

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173 damage to the dwelling caused by the testing. The claimant shall  
174 be given reasonable notice of the date and time of such testing  
175 and may be present to observe same. No such testing shall render  
176 the dwelling uninhabitable. Failure to repair any damage caused  
177 by the destructive testing shall be grounds for disciplinary  
178 proceedings pursuant to s. 489.129(1)(g).

179 (3) Within 10 days after receipt ~~service~~ of the notice of  
180 claim involving a single-family home manufactured or modular  
181 home, duplex, triplex, or quadruplex, or within 30 days after  
182 receipt of the notice of claim involving an association of one  
183 or more units in a multifamily residential building, the person  
184 receiving the notice under subsection (1) may ~~contractor,~~  
185 ~~subcontractor, supplier, and design professional~~ must forward a  
186 copy of the notice of claim to each contractor, subcontractor,  
187 supplier, or design professional whom it reasonably believes is  
188 responsible for each defect specified in the notice of claim and  
189 shall note the specific defect for which it believes the  
190 particular contractor, subcontractor, supplier, or design  
191 professional is responsible. Each such contractor,  
192 subcontractor, supplier, and design professional may inspect the  
193 dwelling as provided in subsection (2) ~~within 5 business days~~  
194 ~~after receiving a copy of the notice.~~

195 (4) Within 15 ~~5 business~~ days after receiving a copy of  
196 the notice of claim pursuant to subsection (3) involving a  
197 single-family home manufactured or modular home, duplex,  
198 triplex, or quadruplex, or within 30 days after receipt of the  
199 copy of the notice of claim involving an association of one or  
200 more units in a multifamily residential building, the  
201 contractor, subcontractor, supplier, or design professional must

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202 serve a written response to the person ~~contractor,~~  
 203 ~~subcontractor, supplier, or design professional~~ who forwarded  
 204 ~~served~~ a copy of the notice of claim. The written response shall  
 205 include a report, if any, of the scope of any inspection of the  
 206 dwelling, the findings and results of the inspection, a  
 207 statement of whether the contractor, subcontractor, supplier, or  
 208 design professional is willing to make repairs to the dwelling  
 209 or whether such ~~he or she disputes the claim~~ is disputed, a  
 210 description of any repairs they are ~~he or she is~~ willing to make  
 211 to remedy the alleged construction defect, and a timetable for  
 212 the completion of such repairs.

213 (5) Within 45 ~~25~~ days after receiving the notice of claim  
 214 involving a single-family home, manufactured or modular home,  
 215 duplex, triplex, or quadruplex, or within 75 days after receipt  
 216 of a copy of the notice of claim involving an association of one  
 217 or more units in a multifamily residential building, the person  
 218 who received notice under subsection (1) ~~each contractor,~~  
 219 ~~subcontractor, supplier, or design professional~~ must serve a  
 220 written response to the claimant. The response shall be served  
 221 to the attention of the person who signed the notice of claim,  
 222 unless otherwise designated in the notice of claim. The written  
 223 response must provide:

224 (a) A written offer to remedy the alleged construction  
 225 defect at no cost to the claimant, ~~including a report of the~~  
 226 ~~scope of the inspection, the findings and results of the~~  
 227 ~~inspection,~~ a detailed description of the proposed repairs  
 228 necessary to remedy the defect, and a timetable for the  
 229 completion of such repairs;



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230 (b) A written offer to compromise and settle the claim by  
 231 monetary payment and a timetable for making payment ~~to be paid~~  
 232 ~~within 30 days after the claimant's acceptance of the offer; or~~

233 (c) A written offer to compromise and settle the claim by  
 234 a combination of repairs and monetary payment, including a  
 235 detailed description of the proposed repairs and a timetable for  
 236 the completion of such repairs and making payment; or

237 (d)(e) A written statement that the person ~~contractor,~~  
 238 ~~subcontractor, supplier, or design professional~~ disputes the  
 239 claim and will not remedy the defect or compromise and settle  
 240 the claim.

241 ~~(6) If the contractor, subcontractor, supplier, or design~~  
 242 ~~professional offers to remedy the alleged construction defect or~~  
 243 ~~compromise and settle the claim by monetary payment, the written~~  
 244 ~~response must contain a statement that the claimant shall be~~  
 245 ~~deemed to have accepted the offer if, within 15 days, or 45 days~~  
 246 ~~for an association, after service to the written response, the~~  
 247 ~~claimant does not serve a written rejection of the offer on the~~  
 248 ~~contractor, subcontractor, supplier, or design professional.~~

249 (6)(7) If the person receiving a notice of claim pursuant  
 250 to subsection (1) ~~contractor, subcontractor, supplier, or design~~  
 251 ~~professional~~ disputes the claim and will neither remedy the  
 252 defect nor compromise and settle the claim, or does not respond  
 253 to the claimant's notice of claim within the time provided in  
 254 subsection (5), the claimant may, without further notice,  
 255 proceed with an action against that person ~~the contractor,~~  
 256 ~~subcontractor, supplier, or design professional~~ for the claim  
 257 described in the notice of claim. Nothing in this chapter shall  
 258 be construed to preclude a partial settlement or compromise of

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259 the claim as agreed to by the parties and, in that event, the  
 260 claimant may, without further notice, proceed with an action on  
 261 the unresolved portions of the claim.

262 (7)(8) A claimant who receives ~~rejects~~ a timely settlement  
 263 offer must accept or reject the offer ~~made by serving the~~  
 264 ~~contractor, subcontractor, supplier, or design professional must~~  
 265 ~~serve~~ written notice of such acceptance or rejection on the  
 266 person making the offer ~~contractor, subcontractor, supplier, or~~  
 267 ~~design professional~~ within 15 days, or 45 days for an  
 268 association, after receiving ~~service of~~ the settlement offer. If  
 269 a claimant initiates an action without first accepting or  
 270 rejecting the offer, the court shall abate the action upon  
 271 timely motion until the claimant complies with this subsection.  
 272 ~~The claimant's rejection must contain the settlement offer with~~  
 273 ~~the word "rejected" printed on it. After service of the~~  
 274 ~~rejection,~~ The claimant may proceed with an action ~~against the~~  
 275 ~~contractor, subcontractor, supplier, or design professional~~ for  
 276 the claims in the notice of claim only after first timely and  
 277 properly serving a notice of rejection of the settlement offer  
 278 ~~without further notice.~~

279 (8)(9) If the claimant timely and properly accepts the  
 280 offer to repair an alleged construction defect, the claimant  
 281 shall provide the offeror and the offeror's agents reasonable  
 282 access to the claimant's dwelling during normal working hours to  
 283 perform the repair by the agreed-upon timetable as stated in the  
 284 offer. If the offeror ~~of a contractor, subcontractor, supplier,~~  
 285 ~~or design professional and the contractor, subcontractor,~~  
 286 ~~supplier, or design professional~~ does not make the payment or  
 287 repair the defect within the agreed time and in the agreed

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288 manner, except for reasonable delays beyond the control of the  
 289 offeror, including, but not limited to, weather conditions,  
 290 delivery of materials, claimant's actions, or issuance of any  
 291 required permits, the claimant may, without further notice,  
 292 proceed with an action against the offeror based upon  
 293 ~~contractor, subcontractor, supplier, or design professional for~~  
 294 the claim in the notice of claim. If the offeror ~~a claimant~~  
 295 ~~accepts a contractor's, subcontractor's, supplier's, or design~~  
 296 ~~professional's offer and the contractor, subcontractor,~~  
 297 ~~supplier, or design professional~~ makes payment or repairs the  
 298 defect within the agreed time and in the agreed manner, the  
 299 claimant is barred from proceeding with an action ~~against the~~  
 300 ~~contractor, subcontractor, supplier, or design professional~~ for  
 301 the claim described in the notice of claim or as otherwise  
 302 provided in the accepted settlement offer.

303 ~~(10) If the claimant accepts the offer of a contractor,~~  
 304 ~~subcontractor, supplier, or design professional to repair an~~  
 305 ~~alleged construction defect, the claimant shall provide the~~  
 306 ~~contractor, subcontractor, supplier, or design professional and~~  
 307 ~~its contractors or other agents reasonable access to the~~  
 308 ~~claimant's dwelling during normal working hours to perform the~~  
 309 ~~repair by the agreed-upon timetable as stated in the offer.~~

310 ~~(9)(11) The failure of a claimant or a contractor,~~  
 311 ~~subcontractor, supplier, or design professional to follow the~~  
 312 ~~procedures in this section is admissible in an action. However,~~  
 313 This section does not prohibit or limit the claimant from making  
 314 any necessary emergency repairs to the dwelling as are required  
 315 to protect the health, safety, and welfare of the claimant. In  
 316 addition, any ~~the offer of a contractor, subcontractor,~~

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317 ~~supplier, or design professional~~ to remedy an alleged  
 318 construction defect or to compromise and settle the claim by  
 319 monetary payment does not constitute an admission of liability  
 320 with respect to the defect, and shall not be admissible in an  
 321 action to show the existence of a defect.

322 ~~(10)(12)~~ A claimant's mailing of the written notice of  
 323 claim under subsection (1) tolls the applicable statute of  
 324 limitations relating to any person covered by this chapter and  
 325 any bond surety until the later of:

326 (a) Sixty days, or 120 days, as applicable, after receipt  
 327 of the contractor, subcontractor, supplier, or design  
 328 professional receives the notice of claim pursuant to subsection  
 329 (1); or

330 (b) Thirty days after the end of the repair period or  
 331 payment period stated in the offer, if the claimant has accepted  
 332 the offer. By stipulation of the parties, the period may be  
 333 extended and the statute of limitations is tolled during the  
 334 extension.

335 ~~(11)(13)~~ The procedures in this chapter ~~section~~ apply to  
 336 each alleged construction defect. However, a claimant may  
 337 include multiple defects in one notice of claim. The initial  
 338 list of construction defects may be amended by the claimant to  
 339 identify additional or new construction defects as they become  
 340 known to the claimant. The court shall allow the action to  
 341 proceed to trial only as to alleged construction defects that  
 342 were noticed and processed as set forth in this chapter and as  
 343 to construction defects reasonably related to, or caused by, the  
 344 construction defects previously noticed. Nothing in this  
 345 subsection shall preclude other actions.

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346 (12)~~(14)~~ This chapter does Sections 558.001-558.003 of  
 347 ~~this act do~~ not:

348 (a) Bar or limit any rights, including the right of  
 349 specific performance to the extent such right would be available  
 350 in the absence of this act, any causes of action, or any  
 351 theories on which liability may be based, except as specifically  
 352 provided in this chapter act;

353 (b) Bar or limit any defense, or create any new defense,  
 354 except as specifically provided in this chapter act; or

355 (c) Create any new rights, causes of action, or theories  
 356 on which liability may be based.

357 (13) The person receiving notice of claim under subsection  
 358 (1) shall be deemed, for insurance purposes, to have been  
 359 legally obligated to make the repairs or the monetary payment as  
 360 if the claimant had recovered a judgment against such person in  
 361 the amount of the cost of the repairs, and the amount of the  
 362 monetary payment, if any, if the claimant has accepted the  
 363 offer.

364 (14)~~(15)~~ To the extent that an arbitration clause in a  
 365 contract for the sale, design, construction, or remodeling of a  
 366 dwelling conflicts with this section, this section shall  
 367 control.

368 (15) Upon request, the claimant and the person receiving  
 369 notice pursuant to subsection (1) shall have a mutual duty to  
 370 exchange all available discoverable evidence relating to the  
 371 construction defects, including, but not limited to, expert  
 372 reports, photographs, and videotapes, if any. In the event of  
 373 subsequent litigation, any party who failed to provide such  
 374 evidence shall be subject to such sanctions as the court may

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375 impose for a discovery violation. Expert reports exchanged  
 376 between the parties may not be used in any subsequent litigation  
 377 for any purpose, unless the expert, or a person affiliated with  
 378 the expert, testifies as a witness or the report is used or  
 379 relied upon by an expert who testifies on behalf of the party  
 380 for whom the report was prepared.

381 Section 5. Section 558.005, Florida Statutes, is amended  
 382 to read:

383 558.005 ~~Contract of sale;~~ provisions; application.--

384 (1) Except as otherwise provided in subsections (3) and  
 385 (4), the provisions of this chapter shall control every contract  
 386 for the design, construction, or remodeling of a dwelling  
 387 entered into on or after July 1, 2004, if the notice as set  
 388 forth in subsection (2) is conspicuously set forth in  
 389 capitalized letters as ~~Upon entering into a contract for the~~  
 390 ~~sale, design, construction, or remodeling of a dwelling, the~~  
 391 ~~contractor, subcontractor, supplier, or design professional~~  
 392 ~~shall provide notice to the owner of the dwelling of the~~  
 393 ~~contractor's, subcontractor's, supplier's, or design~~  
 394 ~~professional's right to offer to cure construction defects or~~  
 395 ~~pay to settle alleged construction defects before a claimant may~~  
 396 ~~commence an action against the contractor, subcontractor,~~  
 397 ~~supplier, or design professional. Such notice must be~~  
 398 ~~conspicuous and may be included as part of the contract.~~

399 (2) The notice required by subsection (1) must be in  
 400 substantially the following form:

401

402 CHAPTER 558 NOTICE OF CLAIM

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403        CHAPTER 558, FLORIDA STATUTES ~~LAW~~ CONTAINS IMPORTANT  
 404        REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL  
 405        ACTION FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A  
 406        ~~CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL~~ FOR  
 407        AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE  
 408        YOU BRING ANY LEGAL ACTION FILE YOUR LAWSUIT, YOU MUST DELIVER  
 409        TO THE OTHER PARTY TO THIS CONTRACT ~~CONTRACTOR, SUBCONTRACTOR,~~  
 410        ~~SUPPLIER, OR DESIGN PROFESSIONAL~~ A WRITTEN NOTICE REFERRING TO  
 411        CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE  
 412        DEFECTIVE AND PROVIDE SUCH PERSON ~~YOUR CONTRACTOR AND ANY~~  
 413        ~~SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS~~ THE  
 414        OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO  
 415        CONSIDER MAKING ~~MAKE~~ AN OFFER TO REPAIR OR PAY FOR THE ALLEGED  
 416        CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER  
 417        WHICH MAY BE MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS,  
 418        ~~SUPPLIERS, OR DESIGN PROFESSIONALS~~. THERE ARE STRICT DEADLINES  
 419        AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND  
 420        FOLLOWED TO PROTECT YOUR INTERESTS.

421        (3) After receipt of the initial notice of claim, a  
 422        claimant and the person receiving notice under s. 558.004(1)  
 423        may, by written mutual agreement, alter the procedure for the  
 424        notice of claim process described in this chapter.

425        (4) This chapter applies to all actions accruing on or  
 426        after July 1, 2004, and all actions commenced on or after such  
 427        date, regardless of the date of sale, issuance of a certificate  
 428        of occupancy or its equivalent, or substantial completion of the  
 429        dwelling. Notwithstanding the notice requirements of this  
 430        section for contracts entered into on or after July 1, 2004,  
 431        this chapter applies to all actions accruing before July 1,

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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432 2004, but not yet commenced as of July 1, 2004, and failure to  
 433 include the notice requirements of this section in a contract  
 434 entered into prior to July 1, 2004, does not operate to bar the  
 435 procedures of this chapter from applying to all such actions.

436 Section 6. If any provision of this act or the application  
 437 thereof to any person or circumstance is held invalid, the  
 438 invalidity does not affect other provisions or applications of  
 439 this act which can be given effect without the invalid provision  
 440 or application, and to this end the provisions of this act are  
 441 declared severable.

442 Section 7. This act shall take effect July 1, 2004.