

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  
 47 administrative action or any civil action or arbitration  
 48 proceeding asserting a claim for alleged personal injuries  
 49 arising out of an alleged construction defect.

50 (2) "Association" has the same meaning as in s.  
 51 718.103(2), s. 719.103(2), s. 720.301(7), or s. 723.025.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

120 558.004 Notice and opportunity to repair.--

121 (1) In actions brought alleging a ~~against a contractor,~~  
 122 ~~subcontractor, supplier, or design professional related to an~~  
 123 ~~alleged~~ construction defect, the claimant shall, at least no  
 124 ~~later than~~ 60 days before filing an action involving a single-  
 125 family home, an association representing 20 or fewer residential  
 126 parcels, a manufactured or modular home, a duplex, a triplex, or  
 127 a quadruplex, or at least 120 days before filing an action  
 128 involving an association representing more than 20 residential  
 129 parcel owners, serve written notice of claim on the contractor,  
 130 subcontractor, supplier, or design professional, as applicable,  
 131 which notice shall refer to this chapter. If the construction  
 132 defect claim arises from work performed under a contract, the  
 133 written notice of claim must be served on the person with whom  
 134 the claimant contracted. The notice of claim must describe the  
 135 claim in reasonable detail sufficient to determine the general  
 136 nature of each alleged construction defect and a description of  
 137 the damage or loss resulting from the defect, if known. The  
 138 claimant shall endeavor to serve the notice of claim within 15  
 139 days after discovery of an alleged defect, but the failure to  
 140 serve notice of claim within 15 days does not bar the filing of  
 141 an action, subject to s. 558.003. This subsection does not  
 142 preclude a claimant from filing an action sooner than 60 days,  
 143 or 120 days as applicable, after service of written notice as  
 144 expressly provided in subsection (6), subsection (7), or

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145 subsection (8).

146 (2) Within 30 ~~5-business~~ days after receipt ~~service~~ of the  
147 notice of claim, ~~the contractor, subcontractor, supplier, or~~  
148 ~~design professional may inspect~~ involving a single-family home,  
149 an association representing 20 or fewer residential parcels, a  
150 manufactured or modular home, a duplex, a triplex, or a  
151 quadruplex, or within 50 days after receipt of the notice of  
152 claim involving an association representing more than 20  
153 residential parcels, the person receiving the notice of claim  
154 under subsection (1) is entitled to perform a reasonable  
155 inspection of the dwelling or of each unit subject to the claim  
156 to assess each alleged construction defect. An association's  
157 right to access property for either maintenance or repair  
158 includes the authority to grant access for the inspection. The  
159 claimant shall provide the person receiving the notice under  
160 subsection (1) and such person's ~~contractor, subcontractor,~~  
161 ~~supplier, or design professional and its~~ contractors or agents  
162 reasonable access to the dwelling during normal working hours to  
163 inspect the dwelling to determine the nature and cause of each  
164 alleged construction defect and the nature and extent of any  
165 repairs or replacements necessary to remedy each defect. The  
166 person receiving notice under subsection (1) shall reasonably  
167 coordinate the timing and manner of any and all inspections with  
168 the claimant to minimize the number of inspections. The  
169 inspection may include destructive testing by mutual agreement  
170 under the following reasonable terms and conditions:

171 (a) If the person receiving notice under subsection (1)  
172 determines that destructive testing is necessary to determine  
173 the nature and cause of the alleged defects, such person shall

174 notify the claimant in writing.

175 (b) The notice shall describe the destructive testing to  
 176 be performed, the person selected to do the testing, the  
 177 estimated anticipated damage and repairs to the dwelling  
 178 resulting from the testing, the estimated amount of time  
 179 necessary for the testing and to complete the repairs, and the  
 180 financial responsibility offered for covering the costs of  
 181 repairs.

182 (c) If the claimant promptly objects to the person  
 183 selected to perform the destructive testing, the person  
 184 receiving notice under subsection (1) shall provide the  
 185 claimant with a list of three qualified persons from which the  
 186 claimant may select one such person to perform the testing. The  
 187 person selected to perform the testing shall operate as an  
 188 agent or subcontractor of the person receiving notice under  
 189 subsection (1) and shall communicate with, submit any reports  
 190 to and be solely responsible to the person receiving notice.

191 (d) The testing shall be done at a mutually agreeable  
 192 time.

193 (e) The claimant or a representative of the claimant may  
 194 be present to observe the destructive testing.

195 (f) The destructive testing shall not render the  
 196 dwelling uninhabitable.

197  
 198 In the event the claimant fails or refuses to agree to  
 199 destructive testing, the claimant shall have no claim for  
 200 damages which could have been avoided or mitigated had  
 201 destructive testing been allowed when requested and had a  
 202 feasible remedy been promptly implemented. ~~—Prior to~~

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203 ~~performing any destructive testing, the person who desires to~~  
 204 ~~perform the testing shall notify the claimant in writing of the~~  
 205 ~~type of testing to be performed, the anticipated damage to the~~  
 206 ~~dwelling which will be caused by the testing, and the~~  
 207 ~~anticipated repairs that will be necessary to repair any damage~~  
 208 ~~caused by the testing. The person performing the testing is~~  
 209 ~~responsible for repairing any damage to the dwelling caused by~~  
 210 ~~the testing.~~

211 (3) Within 10 days after receipt ~~service~~ of the notice of  
 212 claim involving a single-family home, an association  
 213 representing 20 or fewer residential parcels, a manufactured or  
 214 modular home, a duplex, a triplex, or a quadruplex, or within 30  
 215 days after receipt of the notice of claim involving an  
 216 association representing more than 20 residential parcels, the  
 217 person receiving the notice under subsection (1) may ~~contractor,~~  
 218 ~~subcontractor, supplier, and design professional must~~ forward a  
 219 copy of the notice of claim to each contractor, subcontractor,  
 220 supplier, or design professional whom it reasonably believes is  
 221 responsible for each defect specified in the notice of claim and  
 222 shall note the specific defect for which it believes the  
 223 particular contractor, subcontractor, supplier, or design  
 224 professional is responsible. Each such contractor,  
 225 subcontractor, supplier, and design professional may inspect the  
 226 dwelling as provided in subsection (2) ~~within 5 business days~~  
 227 ~~after receiving a copy of the notice.~~

228 (4) Within 15 ~~5-business~~ days after receiving a copy of  
 229 the notice of claim pursuant to subsection (3) involving a  
 230 single-family home, an association representing 20 or fewer  
 231 residential parcels, a manufactured or modular home, a duplex, a



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232 triplex, or a quadruplex, or within 30 days after receipt of the  
 233 copy of the notice of claim involving an association  
 234 representing more than 20 residential parcels, the contractor,  
 235 subcontractor, supplier, or design professional must serve a  
 236 written response to the person ~~contractor, subcontractor,~~  
 237 ~~supplier, or design professional~~ who forwarded ~~served~~ a copy of  
 238 the notice of claim. The written response shall include a  
 239 report, if any, of the scope of any inspection of the dwelling,  
 240 the findings and results of the inspection, a statement of  
 241 whether the contractor, subcontractor, supplier, or design  
 242 professional is willing to make repairs to the dwelling or  
 243 whether such ~~he or she disputes the claim is disputed,~~ a  
 244 description of any repairs they are ~~he or she is~~ willing to make  
 245 to remedy the alleged construction defect, and a timetable for  
 246 the completion of such repairs.

247 (5) Within 45 ~~25~~ days after receiving the notice of claim  
 248 involving a single-family home, an association representing 20  
 249 or fewer residential parcels, a manufactured or modular home, a  
 250 duplex, a triplex, or a quadruplex, or within 75 days after  
 251 receipt of a copy of the notice of claim involving an  
 252 association representing more than 20 residential parcels, the  
 253 person who received notice under subsection (1) ~~each contractor,~~  
 254 ~~subcontractor, supplier, or design professional~~ must serve a  
 255 written response to the claimant. The response shall be served  
 256 to the attention of the person who signed the notice of claim,  
 257 unless otherwise designated in the notice of claim. The written  
 258 response must provide:

259 (a) A written offer to remedy the alleged construction  
 260 defect at no cost to the claimant, ~~including a report of the~~

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261 ~~scope of the inspection, the findings and results of the~~  
 262 ~~inspection,~~ a detailed description of the proposed repairs  
 263 necessary to remedy the defect, and a timetable for the  
 264 completion of such repairs;

265 (b) A written offer to compromise and settle the claim by  
 266 monetary payment, that will not obligate the person's insurer,  
 267 and a timetable for making payment to be paid within 30 days  
 268 ~~after the claimant's acceptance of the offer; or~~

269 (c) A written offer to compromise and settle the claim by  
 270 a combination of repairs and monetary payment, that will not  
 271 obligate the person's insurer, that includes a detailed  
 272 description of the proposed repairs and a timetable for the  
 273 completion of such repairs and making payment;

274 ~~(d)(e)~~ A written statement that the person contractor,  
 275 ~~subcontractor, supplier, or design professional~~ disputes the  
 276 claim and will not remedy the defect or compromise and settle  
 277 the claim; ~~or-~~

278 (e) A written statement that a monetary payment, including  
 279 insurance proceeds, if any, will be determined by the person's  
 280 insurer within 30 days after notification to the insurer by  
 281 means of forwarding the claim, which notification shall occur at  
 282 the same time the claimant is notified of this settlement  
 283 option, which the claimant can accept or reject. A written  
 284 statement under this paragraph may also include an offer under  
 285 paragraph (c), but such offer shall be contingent upon the  
 286 claimant also accepting the determination of the insurer whether  
 287 to make any monetary payment, in addition thereto. If the  
 288 insurer for the person receiving the claim makes no response  
 289 within the 30 days following notification, then the claimant

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290 shall be deemed to have met all conditions precedent to  
 291 commencing an action.

292 ~~(6) If the contractor, subcontractor, supplier, or design~~  
 293 ~~professional offers to remedy the alleged construction defect or~~  
 294 ~~compromise and settle the claim by monetary payment, the written~~  
 295 ~~response must contain a statement that the claimant shall be~~  
 296 ~~deemed to have accepted the offer if, within 15 days, or 45 days~~  
 297 ~~for an association, after service to the written response, the~~  
 298 ~~claimant does not serve a written rejection of the offer on the~~  
 299 ~~contractor, subcontractor, supplier, or design professional.~~

300 (6)(7) If the person receiving a notice of claim pursuant  
 301 to subsection (1) contractor, subcontractor, supplier, or design  
 302 professional disputes the claim and will neither remedy the  
 303 defect nor compromise and settle the claim, or does not respond  
 304 to the claimant's notice of claim within the time provided in  
 305 subsection (5), the claimant may, without further notice,  
 306 proceed with an action against that person the contractor,  
 307 subcontractor, supplier, or design professional for the claim  
 308 described in the notice of claim. Nothing in this chapter shall  
 309 be construed to preclude a partial settlement or compromise of  
 310 the claim as agreed to by the parties and, in that event, the  
 311 claimant may, without further notice, proceed with an action on  
 312 the unresolved portions of the claim.

313 (7)(8) A claimant who receives rejects a timely settlement  
 314 offer must accept or reject the offer made by serving the  
 315 contractor, subcontractor, supplier, or design professional must  
 316 serve written notice of such acceptance or rejection on the  
 317 person making the offer contractor, subcontractor, supplier, or  
 318 design professional within 15 days, or 45 days for an

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319 ~~association,~~ after receiving service of the settlement offer. If  
 320 a claimant initiates an action without first accepting or  
 321 rejecting the offer, the court shall abate the action upon  
 322 timely motion until the claimant complies with this subsection.  
 323 ~~The claimant's rejection must contain the settlement offer with~~  
 324 ~~the word "rejected" printed on it. After service of the~~  
 325 ~~rejection, the claimant may proceed with an action against the~~  
 326 ~~contractor, subcontractor, supplier, or design professional for~~  
 327 ~~the claims in the notice of claim without further notice.~~

328 (8)(9) If the claimant timely and properly accepts the  
 329 offer to repair an alleged construction defect, the claimant  
 330 shall provide the offeror and the offeror's agents reasonable  
 331 access to the claimant's dwelling during normal working hours to  
 332 perform the repair by the agreed-upon timetable as stated in the  
 333 offer. If the offeror of a contractor, subcontractor, supplier,  
 334 or design professional and the contractor, subcontractor,  
 335 supplier, or design professional does not make the payment or  
 336 repair the defect within the agreed time and in the agreed  
 337 manner, except for reasonable delays beyond the control of the  
 338 offeror, including, but not limited to, weather conditions,  
 339 delivery of materials, claimant's actions, or issuance of any  
 340 required permits, the claimant may, without further notice,  
 341 proceed with an action against the offeror based upon  
 342 ~~contractor, subcontractor, supplier, or design professional for~~  
 343 the claim in the notice of claim. If the offeror ~~a claimant~~  
 344 ~~accepts a contractor's, subcontractor's, supplier's, or design~~  
 345 ~~professional's offer and the contractor, subcontractor,~~  
 346 ~~supplier, or design professional~~ makes payment or repairs the  
 347 defect within the agreed time and in the agreed manner, the

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348 claimant is barred from proceeding with an action ~~against the~~  
 349 ~~contractor, subcontractor, supplier, or design professional~~ for  
 350 the claim described in the notice of claim or as otherwise  
 351 provided in the accepted settlement offer.

352 ~~(10) If the claimant accepts the offer of a contractor,~~  
 353 ~~subcontractor, supplier, or design professional to repair an~~  
 354 ~~alleged construction defect, the claimant shall provide the~~  
 355 ~~contractor, subcontractor, supplier, or design professional and~~  
 356 ~~its contractors or other agents reasonable access to the~~  
 357 ~~claimant's dwelling during normal working hours to perform the~~  
 358 ~~repair by the agreed-upon timetable as stated in the offer.~~

359 ~~(9)(11)~~ The failure of a claimant or a contractor,  
 360 subcontractor, supplier, or design professional to follow the  
 361 procedures in this section is admissible in an action. However,  
 362 This section does not prohibit or limit the claimant from making  
 363 any necessary emergency repairs to the dwelling as are required  
 364 to protect the health, safety, and welfare of the claimant. In  
 365 addition, any the offer or failure to offer pursuant to  
 366 subsection (5) of a contractor, subcontractor, supplier, or  
 367 design professional to remedy an alleged construction defect or  
 368 to compromise and settle the claim by monetary payment does not  
 369 constitute an admission of liability with respect to the defect  
 370 and is not admissible in an action brought under this chapter.

371 ~~(10)(12)~~ A claimant's mailing of the written notice of  
 372 claim under subsection (1) tolls the applicable statute of  
 373 limitations relating to any person covered by this chapter and  
 374 any bond surety until the later of:

375 (a) Ninety Sixty days, or 120 days, as applicable, after  
 376 receipt of the contractor, subcontractor, supplier, or design

377 ~~professional receives the notice of claim pursuant to subsection~~  
 378 (1); or

379 (b) Thirty days after the end of the repair period or  
 380 payment period stated in the offer, if the claimant has accepted  
 381 the offer. By stipulation of the parties, the period may be  
 382 extended and the statute of limitations is tolled during the  
 383 extension.

384 ~~(11)(13)~~ The procedures in this chapter ~~section~~ apply to  
 385 each alleged construction defect. However, a claimant may  
 386 include multiple defects in one notice of claim. The initial  
 387 list of construction defects may be amended by the claimant to  
 388 identify additional or new construction defects as they become  
 389 known to the claimant. The court shall allow the action to  
 390 proceed to trial only as to alleged construction defects that  
 391 were noticed and for which the claimant has complied with this  
 392 chapter and as to construction defects reasonably related to, or  
 393 caused by, the construction defects previously noticed. Nothing  
 394 in this subsection shall preclude subsequent or further actions.

395 ~~(12)(14)~~ This chapter does ~~Sections 558.001-558.003 of~~  
 396 ~~this act do not:~~

397 (a) Bar or limit any rights, including the right of  
 398 specific performance to the extent such right would be available  
 399 in the absence of this act, any causes of action, or any  
 400 theories on which liability may be based, except as specifically  
 401 provided in this chapter ~~act~~;

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

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

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406       (13) Nothing in this section shall relieve the person  
407 receiving notice of claim under subsection (1) from complying  
408 with all contractual provisions of any liability insurance  
409 policy as a condition precedent to coverage for any claim under  
410 this section. However, notwithstanding the foregoing or any  
411 contractual provision, the providing of a copy of such notice to  
412 the person's insurer, if applicable, shall not constitute a  
413 claim for insurance purposes. Nothing in this section shall be  
414 construed to impair technical notice provisions or requirements  
415 of the liability policy or alter, amend, or change existing  
416 Florida law relating to rights between insureds and insurers  
417 except as otherwise specifically provided herein.

418       (14)~~(15)~~ To the extent that an arbitration clause in a  
419 contract for the sale, design, construction, or remodeling of a  
420 dwelling conflicts with this section, this section shall  
421 control.

422       (15) Upon request, the claimant and the person receiving  
423 notice pursuant to subsection (1) shall have a mutual duty to  
424 exchange all available discoverable evidence relating to the  
425 construction defects, including, but not limited to, expert  
426 reports, photographs, information received pursuant to  
427 subsection (4), and videotapes, if any. In the event of  
428 subsequent litigation, any party who failed to provide such  
429 evidence shall be subject to such sanctions as the court may  
430 impose for a discovery violation. Expert reports exchanged  
431 between the parties may not be used in any subsequent litigation  
432 for any purpose, unless the expert, or a person affiliated with  
433 the expert, testifies as a witness or the report is used or

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434 relied upon by an expert who testifies on behalf of the party  
 435 for whom the report was prepared.

436 Section 5. Section 558.005, Florida Statutes, is amended  
 437 to read:

438 558.005 ~~Contract of sale; provisions; application.--~~

439 (1) Except as otherwise provided in subsections (3) and  
 440 (4), the provisions of this chapter shall control every contract  
 441 for the design, construction, or remodeling of a dwelling  
 442 entered into on or after July 1, 2004, which contains the notice  
 443 as set forth in subsection (2) and is conspicuously set forth in  
 444 capitalized letters ~~Upon entering into a contract for the sale,~~  
 445 ~~design, construction, or remodeling of a dwelling, the~~  
 446 ~~contractor, subcontractor, supplier, or design professional~~  
 447 ~~shall provide notice to the owner of the dwelling of the~~  
 448 ~~contractor's, subcontractor's, supplier's, or design~~  
 449 ~~professional's right to offer to cure construction defects or~~  
 450 ~~pay to settle alleged construction defects before a claimant may~~  
 451 ~~commence an action against the contractor, subcontractor,~~  
 452 ~~supplier, or design professional. Such notice must be~~  
 453 ~~conspicuous and may be included as part of the contract.~~

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

456  
 457 CHAPTER 558 NOTICE OF CLAIM  
 458 CHAPTER 558, FLORIDA STATUTES ~~LAW~~ CONTAINS IMPORTANT  
 459 REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL  
 460 ACTION ~~FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A~~  
 461 ~~CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR~~  
 462 ~~AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE~~



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463 YOU BRING ANY LEGAL ACTION ~~FILE YOUR LAWSUIT~~, YOU MUST DELIVER  
 464 TO THE OTHER PARTY TO THIS CONTRACT ~~CONTRACTOR, SUBCONTRACTOR,~~  
 465 ~~SUPPLIER, OR DESIGN PROFESSIONAL~~ A WRITTEN NOTICE REFERRING TO  
 466 CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE  
 467 DEFECTIVE AND PROVIDE SUCH PERSON ~~YOUR CONTRACTOR AND ANY~~  
 468 ~~SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS~~ THE  
 469 OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO  
 470 CONSIDER MAKING ~~MAKE~~ AN OFFER TO REPAIR OR PAY FOR THE ALLEGED  
 471 CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER  
 472 WHICH MAY BE MADE ~~BY THE CONTRACTOR OR ANY SUBCONTRACTORS,~~  
 473 ~~SUPPLIERS, OR DESIGN PROFESSIONALS~~. THERE ARE STRICT DEADLINES  
 474 AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND  
 475 FOLLOWED TO PROTECT YOUR INTERESTS.

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

480 (4) This chapter applies to all actions accruing on or  
 481 after July 1, 2004, and all actions commenced on or after such  
 482 date, regardless of the date of sale, issuance of a certificate  
 483 of occupancy or its equivalent, or substantial completion of the  
 484 dwelling. Notwithstanding the notice requirements of this  
 485 section for contracts entered into on or after July 1, 2004,  
 486 this chapter applies to all actions accruing before July 1,  
 487 2004, but not yet commenced as of July 1, 2004, and failure to  
 488 include the notice requirements of this section in a contract  
 489 entered into prior to July 1, 2004, does not operate to bar the  
 490 procedures of this chapter from applying to all such actions.

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491           Section 6. If any provision of this act or the application  
492 thereof to any person or circumstance is held invalid, the  
493 invalidity does not affect other provisions or applications of  
494 this act which can be given effect without the invalid provision  
495 or application, and to this end the provisions of this act are  
496 declared severable.

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