

1 modification in certain circumstances;
2 repealing s. 671.206, F.S., relating to statute
3 of frauds for kinds of personal property not
4 otherwise covered; amending s. 671.208, F.S.;
5 making editorial changes; creating s. 671.209,
6 F.S.; providing definitions; specifying when
7 notice, knowledge, or notification becomes
8 effective with the exercise of due diligence;
9 creating s. 671.210, F.S.; providing that
10 whenever the code creates certain presumptions,
11 the trier of fact must find the existence of
12 the fact presumed unless and until evidence is
13 introduced that supports a finding of its
14 nonexistence; creating s. 671.211, F.S.;
15 providing in what instances a person gives
16 value for rights; creating s. 671.212, F.S.;
17 providing that the code modifies, limits, and
18 supersedes certain provisions of the federal
19 Electronic Signatures in Global and National
20 Commerce Act; creating s. 671.213, F.S.;
21 authorizing the subordination of certain
22 obligations; amending s. 671.301, F.S.;
23 revising the effective date of the act;
24 amending s. 679.5011, F.S.; providing a
25 definition for "Florida Secured Transaction
26 Registry"; requires certain financial
27 statements to be filed with the central filing
28 office; authorizing the registry to certify a
29 copy of certain financing statements; amending
30 s. 679.525, F.S.; reducing the amount of
31 certain processing fees; authorizing the

1 registry to use the fees collected to fund its
2 operations; repealing s. 15.091, F.S., relating
3 to processing fees for filing certain
4 statements under ch. 679, F.S.; repealing s.
5 679.521, F.S., relating to the uniform form of
6 written financing statements and amendments;
7 repealing s. 679.526, F.S., relating to
8 filing-office rules; repealing s. 679.527,
9 F.S., relating to the Florida Secured
10 Transaction Registry; amending ss. 319.27,
11 559.9232, 563.022, 668.50, 670.106, 670.204,
12 675.102, 679.1021, 679.5021, 679.512, 679.516,
13 679.519, 679.520, 679.523, 680.1031, 680.518,
14 680.519, 680.527, and 680.528, F.S.; conforming
15 cross-references; amending s. 713.901, F.S.;
16 specifying fees under the Florida Uniform
17 Federal Lien Registration Act previously
18 provided through cross-reference; reducing a
19 fee and deleting a cross-reference to conform
20 to changes made by the act; providing an
21 effective date.

22
23 Be It Enacted by the Legislature of the State of Florida:

24
25 Section 1. Subsection (3) of section 15.16, Florida
26 Statutes, is amended to read:

27 15.16 Reproduction of records; admissibility in
28 evidence; electronic receipt and transmission of records;
29 certification; acknowledgment.--

30 (3) The Department of State may cause to be received
31 electronically any records that are required to be filed with

1 | it pursuant to chapter 55, chapter 606, chapter 607, chapter
2 | 608, chapter 617, chapter 620, chapter 621, ~~chapter 679,~~
3 | chapter 713, or chapter 865, through facsimile or other
4 | electronic transfers, for the purpose of filing such records.
5 | The originals of all such electronically transmitted records
6 | must be executed in the manner provided in paragraph (5)(b).
7 | The receipt of such electronic transfer constitutes delivery
8 | to the department as required by law.

9 | Section 2. Subsection (1) of section 285.20, Florida
10 | Statutes, is amended to read:

11 | 285.20 Tribal Secured Transactions Filing Offices.--

12 | (1) If the governing body of the Seminole Tribe of
13 | Florida or the governing body of the Miccosukee Tribe of
14 | Indians adopts or enacts a law or ordinance governing secured
15 | transactions arising within or relating to the reservation of
16 | such tribe in this state, and if such tribal law or ordinance
17 | authorizes financing statements and other records relating to
18 | secured transactions to be filed:

19 | (a) With the ~~Department of State or such other~~ central
20 | filing office ~~as may be established from time to time under~~
21 | ~~the Uniform Commercial Code of this state,~~ then the ~~Department~~
22 | ~~of State or other~~ central filing office, ~~including any private~~
23 | ~~secured transaction registry that may be designated as such in~~
24 | ~~this state,~~ shall accept and process such filings made under
25 | the tribal secured transactions law in accordance with this
26 | section and the provisions of chapter 679; or

27 | (b) With the office of the clerk of circuit court in
28 | any county of this state in which the tribal secured
29 | transactions law requires a local filing, then such county
30 | filing office shall accept and process such filings made under
31 |

1 such tribal law in accordance with this section and the
2 provisions of chapter 28.

3 Section 3. Section 671.101, Florida Statutes, is
4 amended to read:

5 671.101 Short title; scope of chapter.--

6 (1) Chapters 670-680 may be cited as the "Uniform
7 Commercial Code."

8 (2) This chapter applies to a transaction to the
9 extent that it is governed by another chapter of this code and
10 may be cited as the "Uniform Commercial Code--General
11 Provisions."

12 Section 4. Section 671.102, Florida Statutes, is
13 amended to read:

14 671.102 Purposes; rules of construction; variation by
15 agreement.--

16 (1) This code shall be liberally construed and applied
17 to promote its underlying purposes and policies, which-

18 ~~(2) Underlying purposes and policies of this code are:~~

19 (a) To simplify, clarify, and modernize the law
20 governing commercial transactions.†

21 (b) To permit the continued expansion of commercial
22 practices through custom, usage, and agreement of the
23 parties.†

24 (c) To make uniform the law among the various
25 jurisdictions.

26 ~~(2)(a)(3)~~ Except as otherwise provided in this code,
27 the effect of provisions of this code may be varied by
28 agreement, except as otherwise provided in this code and
29 except that

30 (b) The obligations of good faith, diligence,
31 reasonableness, and care prescribed by this code may not be

1 | disclaimed by agreement, but the parties may by agreement
2 | determine the standards by which the performance of such
3 | obligations is to be measured if such standards are not
4 | manifestly unreasonable. Whenever this code requires an action
5 | to be taken within a reasonable time, a time that is not
6 | manifestly unreasonable may be fixed by agreement.

7 | ~~(c)(4)~~ The presence in certain provisions of this code
8 | of the words "unless otherwise agreed" or words of similar
9 | import does not imply that the effect of other provisions may
10 | not be varied by agreement under this subsection~~(3)~~.

11 | ~~(3)(5)~~ In this code, unless the context otherwise
12 | requires:

13 | (a) Words in the singular ~~number~~ include the plural,
14 | and words in the plural include the singular.~~;~~

15 | ~~(b) Gender specific language includes the other gender~~
16 | ~~and neuter, and when the sense so indicates~~ Words of either
17 | ~~the neuter~~ gender also may refer to any other any gender.

18 | Section 5. Subsection (1) of section 671.106, Florida
19 | Statutes, is amended to read:

20 | 671.106 Remedies to be liberally administered.--

21 | (1) The remedies provided by this code must ~~shall~~ be
22 | liberally administered to the end that the aggrieved party may
23 | be put in as good a position as if the other party had fully
24 | performed, but neither consequential or special nor penal
25 | damages may be had except as specifically provided in this
26 | code or by other rule of law.

27 | Section 6. Section 671.107, Florida Statutes, is
28 | amended to read:

29 | 671.107 Waiver or renunciation of claim or right after
30 | breach.--~~A Any~~ claim or right arising out of an alleged breach
31 | can be discharged in whole or in part without consideration by

1 ~~agreement of a written waiver or renunciation signed and~~
2 ~~delivered by~~ the aggrieved party in an authenticated record.

3 Section 7. Section 671.201, Florida Statutes, is
4 amended to read:

5 671.201 General definitions.--Unless the context
6 otherwise requires, words or phrases defined in this section,
7 or in the additional definitions contained in other chapters
8 of this code that apply to particular chapters or parts
9 thereof, have the meanings stated. Subject to ~~additional~~
10 definitions contained in other ~~the subsequent~~ chapters of this
11 code that apply ~~which are applicable~~ to particular ~~specific~~
12 chapters or parts thereof, ~~and unless the context otherwise~~
13 ~~requires, in this code:~~

14 (1) "Action_u" in the sense of a judicial proceeding_u
15 includes recoupment, counterclaim, setoff, suit in equity_u and
16 any other proceedings in which rights are determined.

17 (2) "Aggrieved party" means a party entitled to pursue
18 ~~resort to~~ a remedy.

19 (3) "Agreement_u" as distinguished from "contract,"
20 means the bargain of the parties in fact_u as found in their
21 language or inferred by implication from other circumstances_u
22 including course of dealing_u ~~or~~ usage of trade_u or course of
23 performance as provided in ~~this code~~(ss. 671.205 and
24 672.208). ~~Whether an agreement has legal consequences is~~
25 ~~determined by the provisions of this code, if applicable;~~
26 ~~otherwise by the law of contracts (s. 671.103). (Compare~~
27 ~~"contract.")~~

28 (4) "Bank" means a any person engaged in the business
29 of banking and includes a savings bank, a savings and loan
30 association, a credit union, and a trust company.

31

1 (5) "Bearer" means a ~~the~~ person in possession of a
2 negotiable ~~an~~ instrument, document of title, or certificated
3 security that is payable to bearer or indorsed in blank.

4 (6) "Bill of lading" means a document evidencing the
5 receipt of goods for shipment issued by a person engaged in
6 the business of transporting or forwarding goods, ~~and includes~~
7 ~~an airbill. "Airbill" means a document serving for air~~
8 ~~transportation as a bill of lading does for marine or rail~~
9 ~~transportation, and includes an air consignment note or air~~
10 ~~waybill.~~

11 (7) "Branch" includes a separately incorporated
12 foreign branch of a bank.

13 (8) "Burden of establishing" a fact means the burden
14 of persuading the triers of fact that the existence of the
15 fact is more probable than its nonexistence.

16 (9) "Buyer in ordinary course of business" means a
17 person who, in ordinary course, buys goods in good faith,
18 without knowledge that the sale violates the rights of another
19 person in the goods, ~~and in the ordinary course~~ from a person,
20 other than a pawnbroker, in the business of selling goods of
21 that kind. A person buys goods in ~~the~~ ordinary course if the
22 sale to the person comports with the usual or customary
23 practices in the kind of business in which the seller is
24 engaged or with the seller's own usual or customary practices.
25 A person who sells oil, gas, or other minerals at the wellhead
26 or minehead is a person in the business of selling goods of
27 that kind. A buyer in ~~the~~ ordinary course of business may buy
28 for cash, by exchange of other property, or on secured or
29 unsecured credit and may acquire goods or documents of title
30 under a preexisting contract for sale. Only a buyer who takes
31 possession of the goods or has a right to recover the goods

1 from the seller under chapter 672 may be a buyer in ~~the~~
2 ordinary course of business. "Buyer in ordinary course of
3 business" does not include a person who acquires goods in a
4 transfer in bulk or as security for or in total or partial
5 satisfaction of a money debt ~~is not a buyer in the ordinary~~
6 ~~course of business.~~

7 (10) ~~A term or clause is~~ "Conspicuous," with reference
8 to a term, means when it is so written, displayed, or
9 presented that a reasonable person against whom it is to
10 operate ought to have noticed it. Whether a term is
11 "conspicuous" is a decision for the court. Conspicuous terms
12 include the following:

13 (a) ~~A printed~~ heading in capitals in a size equal to
14 or larger than that of the surrounding text or in a ~~(as+~~
15 ~~NONNEGOTIABLE BILL OF LADING)~~ ~~is conspicuous. Language in the~~
16 ~~body of a form is conspicuous if it is in larger or other~~
17 contrasting type, font, or color in contrast to the
18 surrounding text of the same or lesser size.

19 (b) Language in the body of a record or display in
20 type larger than that of the surrounding text; in a type,
21 font, or color in contrast to the surrounding text of the same
22 size; or set off from surrounding text of the same size by
23 symbols or other marks that call attention to the language.
24 ~~But in a telegram any stated term is conspicuous. Whether a~~
25 ~~term or clause is conspicuous or not is for decision by the~~
26 ~~court.~~

27 (11) "Consumer" means an individual who enters into a
28 transaction primarily for personal, family, or household
29 purposes.

30 (12)~~(11)~~ "Contract," as distinguished from
31 "agreement," means the total legal obligation that which

1 results from the parties' agreement as determined ~~affected~~ by
2 this code and as supplemented by any other applicable laws
3 ~~rules of law. (Compare "agreement.")~~

4 ~~(13)(12)~~ "Creditor" includes a general creditor, a
5 secured creditor, a lien creditor, and any representative of
6 creditors, including an assignee for the benefit of creditors,
7 a trustee in bankruptcy, a receiver in equity, and an executor
8 or administrator of an insolvent debtor's or assignor's
9 estate.

10 ~~(14)(13)~~ "Defendant" includes a person in the position
11 of defendant in a ~~cross action or~~ counterclaim, cross-claim,
12 or third-party claim.

13 ~~(15)(14)~~ "Delivery," with respect to an instrument
14 ~~instruments, document documents~~ of title, or chattel paper, ~~or~~
15 ~~certificated securities~~ means voluntary transfer of
16 possession.

17 ~~(16)(15)~~ "Document of title" includes bill of lading,
18 dock warrant, dock receipt, warehouse receipt or order for the
19 delivery of goods, and ~~also~~ any other document that ~~which~~ in
20 the regular course of business or financing is treated as
21 adequately evidencing that the person in possession of it is
22 entitled to receive, hold, and dispose of the document and the
23 goods it covers. To be a document of title, a document must
24 purport to be issued by or addressed to a bailee and purport
25 to cover goods in the bailee's possession that ~~which~~ are
26 either identified or are fungible portions of an identified
27 mass.

28 ~~(17)(16)~~ "Fault" means a default, breach, or wrongful
29 act or omission ~~or breach.~~

30 ~~(18)(17)~~ "Fungible goods" ~~with respect to goods or~~
31 ~~securities~~ means:

1 (a) Goods ~~or securities~~ of which any unit ~~is~~, by
2 nature or usage of trade, is the equivalent of any other like
3 unit; ~~or-~~

4 (b) Goods ~~which are not fungible shall be deemed~~
5 ~~fungible for the purposes of this code to the extent that, by~~
6 ~~under a particular agreement, or document unlike units~~ are
7 treated as equivalents.

8 (19)(18) "Genuine" means free of forgery or
9 counterfeiting.

10 (20)(19) "Good faith," except as otherwise provided in
11 this code, means honesty in fact and in the observance of
12 reasonable commercial standards of fair dealing ~~conduct or~~
13 ~~transaction concerned.~~

14 (21)(20) "Holder," ~~with respect to a negotiable~~
15 ~~instrument,~~ means:

16 (a) The person in possession of a negotiable if the
17 instrument that is payable either to bearer or, ~~in the case of~~
18 ~~an instrument payable~~ to an identified person that is, if the
19 identified person ~~is~~ in possession; ~~or-~~ "Holder," ~~with respect~~
20 ~~to a document of title, means~~

21 (b) The person in possession of a document of title if
22 the goods are deliverable either to bearer or to the order of
23 the person in possession.

24 (21) ~~To "honor" is to pay or to accept and pay, or~~
25 ~~where a credit so engages to purchase or discount a draft~~
26 ~~complying with the terms of the credit.~~

27 (22) "Insolvency proceeding proceedings" includes an
28 ~~any~~ assignment for the benefit of creditors or other
29 proceeding proceedings intended to liquidate or rehabilitate
30 the estate of the person involved.

31 (23) ~~A person is~~ "Insolvent" means:

1 ~~(a) Having who either has~~ ceased to pay ~~his or her~~
2 debts in the ordinary course of business other than as a
3 result of a bona fide dispute;

4 ~~(b) Being unable to or cannot~~ pay ~~his or her~~ debts as
5 they become due; or

6 ~~(c) Being is~~ insolvent within the meaning of the
7 Federal Bankruptcy Law.

8 (24) "Money" means a medium of exchange currently
9 authorized or adopted by a domestic or foreign government. The
10 term and includes a monetary unit of account established by an
11 intergovernmental organization or by agreement between two or
12 more countries nations.

13 ~~(25) A person has "notice" of a fact when~~

14 ~~(a) He or she has actual knowledge of it; or~~

15 ~~(b) He or she has received a notice or notification of~~
16 ~~it; or~~

17 ~~(c) From all the facts and circumstances known to the~~
18 ~~person at the time in question he or she has reason to know~~
19 ~~that it exists.~~

20
21 ~~A person "knows" or has "knowledge" of a fact when he or she~~
22 ~~has actual knowledge of it. "Discover" or "learn" or a word or~~
23 ~~phrase of similar import refers to knowledge rather than to~~
24 ~~reason to know. The time and circumstances under which a~~
25 ~~notice or notification may cease to be effective are not~~
26 ~~determined by this code.~~

27 ~~(26) A person "notifies" or "gives" a notice or~~
28 ~~notification to another by taking such steps as may be~~
29 ~~reasonably required to inform the other in ordinary course~~
30 ~~whether or not such other actually comes to know of it. A~~
31 ~~person "receives" a notice or notification when~~

1 ~~(a) It comes to his or her attention; or~~
2 ~~(b) It is duly delivered at the place of business~~
3 ~~through which the contract was made or at any other place held~~
4 ~~out by the person as the place for receipt of such~~
5 ~~communications.~~

6 ~~(27) Notice, knowledge or a notice or notification~~
7 ~~received by an organization is effective for a particular~~
8 ~~transaction from the time when it is brought to the attention~~
9 ~~of the individual conducting that transaction, and in any~~
10 ~~event from the time when it would have been brought to his or~~
11 ~~her attention if the organization had exercised due diligence.~~
12 ~~An organization exercises due diligence if it maintains~~
13 ~~reasonable routines for communicating significant information~~
14 ~~to the person conducting the transaction and there is~~
15 ~~reasonable compliance with the routines. Due diligence does~~
16 ~~not require an individual acting for the organization to~~
17 ~~communicate information unless such communication is part of~~
18 ~~his or her regular duties or unless the individual has reason~~
19 ~~to know of the transaction and that the transaction would be~~
20 ~~materially affected by the information.~~

21 ~~(25)(28)~~ "Organization" means a person other than an
22 individual ~~includes a corporation, government or governmental~~
23 ~~subdivision or agency, business trust, estate, trust,~~
24 ~~partnership or association, two or more persons having a joint~~
25 ~~or common interest, or any other legal or commercial entity.~~

26 ~~(26)(29)~~ "Party," as distinguished ~~distinct~~ from
27 "third party," means a person who has engaged in a transaction
28 or made an agreement subject to ~~within~~ this code.

29 ~~(27)(30)~~ "Person" means ~~includes~~ an individual,
30 corporation, business trust, estate, trust, partnership,
31 limited liability company, association, joint venture,

1 government, governmental subdivision, agency, or
2 instrumentality, public corporation, or any other legal or
3 commercial entity ~~or an organization (see s. 671.102).~~

4 (28) "Present value" means the amount as of a date
5 certain of one or more sums payable in the future, discounted
6 to the date certain by use of either an interest rate
7 specified by the parties if that rate is not manifestly
8 unreasonable at the time the transaction is entered into or,
9 if an interest rate is not so specified, a commercially
10 reasonable rate that takes into account the facts and
11 circumstances at the time the transaction is entered into.

12 ~~(31) "Presumption" or "presumed" means that the trier~~
13 ~~of fact must find the existence of the fact presumed unless~~
14 ~~and until evidence is introduced which would support a finding~~
15 ~~of its nonexistence.~~

16 ~~(29)(32)~~ (29) "Purchase" means ~~includes~~ taking by sale,
17 lease, discount, negotiation, mortgage, pledge, lien, security
18 interest, issue or reissue, gift, or any other voluntary
19 transaction creating an interest in property.

20 ~~(30)(33)~~ (30) "Purchaser" means a person who takes by
21 purchase.

22 (31) "Record" means information that is inscribed on a
23 tangible medium or that is stored in an electronic or other
24 medium and is retrievable in perceivable form.

25 ~~(32)(34)~~ (32) "Remedy" means any remedial right to which an
26 aggrieved party is entitled with or without resort to a
27 tribunal.

28 ~~(33)(35)~~ (33) "Representative" means a person empowered to
29 act for another, including ~~includes~~ an agent, an officer of a
30 corporation or association, and a trustee, executor, or
31

1 administrator of an estate, ~~or any other person empowered to~~
2 ~~act for another.~~

3 (34)(36) "Right Rights" includes remedy ~~remedies~~.

4 (35)(37) "Security interest" means an interest in
5 personal property or fixtures which secures payment or
6 performance of an obligation. "Security interest" ~~The term~~
7 ~~also~~ includes any interest of a consignor and a buyer of
8 accounts, chattel paper, a payment intangible, or a promissory
9 note in a transaction that ~~which~~ is subject to chapter 679.

10 "Security interest" ~~does not include~~ the special property
11 interest of a buyer of goods on identification of those goods
12 to a contract for sale under s. 672.401 ~~is not a security~~
13 ~~interest~~, but a buyer may also acquire a security interest by
14 complying with chapter 679. Except as otherwise provided in s.
15 672.505, the right of a seller or lessor of goods under
16 chapter 672 or chapter 680 to retain or acquire possession of
17 the goods is not a security interest, but a seller or lessor
18 may also acquire a security interest by complying with chapter
19 679. The retention or reservation of title by a seller of
20 goods, notwithstanding shipment or delivery to the buyer under
21 ~~(s. 672.401)~~, is limited in effect to a reservation of a
22 security interest. Whether a transaction in the form of a
23 lease creates a ~~lease or~~ security interest is determined by
24 the facts of each case; however:

25 (a) A transaction in the form of a lease creates a
26 security interest if the consideration that the lessee is to
27 pay the lessor for the right to possession and use of the
28 goods is an obligation for the term of the lease not subject
29 to termination by the lessee, ~~and:~~

30 1. The original term of the lease is equal to or
31 greater than the remaining economic life of the goods;

1 2. The lessee is bound to renew the lease for the
2 remaining economic life of the goods or is bound to become the
3 owner of the goods;

4 3. The lessee has an option to renew the lease for the
5 remaining economic life of the goods for no additional
6 consideration or nominal additional consideration upon
7 compliance with the lease agreement; or

8 4. The lessee has an option to become the owner of the
9 goods for no additional consideration or nominal additional
10 consideration upon compliance with the lease agreement.

11 (b) A transaction does not create a security interest
12 merely because ~~it provides that~~:

13 1. The present value of the consideration the lessee
14 is obligated to pay the lessor for the right to possession and
15 use of the goods is substantially equal to or is greater than
16 the fair market value of the goods at the time the lease is
17 entered into;

18 2. The lessee assumes the risk of loss of the goods ~~or~~
19 ~~agrees to pay taxes; insurance; filing, recording, or~~
20 ~~registration fees; or service or maintenance costs with~~
21 ~~respect to the goods;~~

22 3. The lessee agrees to pay, with respect to the
23 goods, taxes; insurance; filing, recording, or registration
24 fees; or service or maintenance costs;

25 ~~4.3-~~ The lessee has an option to renew the lease or to
26 become the owner of the goods;

27 ~~5.4-~~ The lessee has an option to renew the lease for a
28 fixed rent that is equal to or greater than the reasonably
29 predictable fair market rent for the use of the goods for the
30 term of the renewal at the time the option is to be performed;
31 or

1 ~~6.5.~~ The lessee has an option to become the owner of
2 the goods for a fixed price that is equal to or greater than
3 the reasonably predictable fair market value of the goods at
4 the time the option is to be performed.

5 (c) ~~For purposes of this subsection:~~

6 ~~1.~~ Additional consideration is ~~not~~ nominal if it is
7 less than the lessee's reasonably predictable cost of
8 performing under the lease agreement if the option is not
9 exercised. Additional consideration is not nominal if:

10 ~~1.~~ When the option to renew the lease is granted to
11 the lessee, the rent is stated to be the fair market rent for
12 the use of the goods for the term of the renewal determined at
13 the time the option is to be performed; or if,

14 ~~2.~~ When the option to become the owner of the goods is
15 granted to the lessee, the price is stated to be the fair
16 market value of the goods determined at the time the option is
17 to be performed. ~~Additional consideration is nominal if it is~~
18 ~~less than the lessee's reasonably predictable cost of~~
19 ~~performing under the lease agreement if the option is not~~
20 ~~exercised.~~

21 ~~(d)2.~~ ~~The "Reasonably predictable" and "remaining~~
22 ~~economic life of the goods" and "reasonably predictable" fair~~
23 ~~market rent, fair market value, or cost of performing under~~
24 ~~the lease agreement must~~ are to be determined with reference
25 to the facts and circumstances at the time the transaction is
26 entered into.

27 ~~3.~~ ~~"Present value" means the amount as of a date~~
28 ~~certain of one or more sums payable in the future, discounted~~
29 ~~to the date certain. The discount is determined by the~~
30 ~~interest rate specified by the parties if the rate is not~~
31 ~~manifestly unreasonable at the time the transaction is entered~~

1 ~~into; otherwise, the discount is determined by a commercially~~
2 ~~reasonable rate that takes into account the facts and~~
3 ~~circumstances of each case at the time the transaction was~~
4 ~~entered into.~~

5 ~~(36)(38)~~ "Send_l" in connection with a any writing_l,
6 record_l, or notice_l, means:

7 (a) To deposit in the mail or deliver for transmission
8 by any other usual means of communication with postage or cost
9 of transmission provided for and properly addressed and_l in
10 the case of an instrument_l to an address specified thereon or
11 otherwise agreed₇ or_l if there be none_l to any address
12 reasonable under the circumstances; or₇

13 (b) In any other way to cause to be received ~~The~~
14 ~~receipt of any record writing~~ or notice within the time ~~at~~
15 ~~which~~ it would have arrived if properly sent ~~has the effect of~~
16 ~~a proper sending.~~

17 ~~(37)(39)~~ "Signed" means bearing includes any symbol
18 executed or adopted by a party with present intention to adopt
19 or accept ~~authenticate~~ a writing.

20 (38) "State" means a state of the United States, the
21 District of Columbia, Puerto Rico, the United States Virgin
22 Islands, or any territory or insular possession subject to the
23 jurisdiction of the United States.

24 ~~(39)(40)~~ "Surety" includes a guarantor or other
25 secondary obligor.

26 ~~(41)~~ "Telegram" ~~includes a message transmitted by~~
27 ~~radio, teletype, cable, any mechanical method of transmission,~~
28 ~~or the like.~~

29 ~~(40)(42)~~ "Term" means a that portion of an agreement
30 that ~~which~~ relates to a particular matter.

31

1 ~~(41)(43)~~ "Unauthorized" signature" means a signature
2 ~~one~~ made without actual, implied, or apparent authority. The
3 term ~~and~~ includes a forgery.

4 ~~(44)~~ "Value." ~~Except as otherwise provided with~~
5 ~~respect to negotiable instruments and bank collections (ss.~~
6 ~~673.3031, 674.2101, and 674.2111), a person gives value for~~
7 ~~rights if he or she acquires them:~~

8 ~~(a)~~ ~~In return for a binding commitment to extend~~
9 ~~credit or for the extension of immediately available credit~~
10 ~~whether or not drawn upon and whether or not a charge back is~~
11 ~~provided for in the event of difficulties in collection;~~

12 ~~(b)~~ ~~As security for or in total or partial~~
13 ~~satisfaction of a preexisting claim;~~

14 ~~(c)~~ ~~By accepting delivery pursuant to a preexisting~~
15 ~~contract for purchase; or~~

16 ~~(d)~~ ~~Generally, in return for any consideration~~
17 ~~sufficient to support a simple contract.~~

18 ~~(42)(45)~~ "Warehouse receipt" means a ~~written~~ receipt
19 ~~or an electronic notification of receipt~~ issued by a person
20 engaged in the business of storing goods for hire.

21 ~~(43)(46)~~ "Written" or "Writing" includes printing,
22 typewriting, or any other intentional reduction to tangible
23 form. "Written" has a corresponding meaning.

24 Section 8. Section 671.202, Florida Statutes, is
25 amended to read:

26 671.202 Prima facie evidence by third-party
27 documents.--A document in due form purporting to be a bill of
28 lading, policy or certificate of insurance, official weigher's
29 or inspector's certificate, consular invoice, or any other
30 document authorized or required by the contract to be issued
31 by a third party is ~~shall be~~ prima facie evidence of its own

1 authenticity and genuineness and of the facts stated in the
2 document by the third party.

3 Section 9. Section 671.203, Florida Statutes, is
4 amended to read:

5 671.203 Obligation of good faith.--Every contract or
6 duty within this code imposes an obligation of good faith in
7 its performance and ~~or~~ enforcement.

8 Section 10. Section 671.204, Florida Statutes, is
9 amended to read:

10 671.204 Actions taken within ~~Time;~~ reasonable time;
11 ~~"seasonably."~~

12 (1) Whether a time for taking an action required by
13 ~~Whenever~~ this code is ~~requires any action to be taken within a~~
14 ~~reasonable time, any time which is not manifestly unreasonable~~
15 ~~may be fixed by agreement.~~

16 ~~(2) What is a reasonable time for taking any action~~
17 depends on the nature, purpose, and circumstances of the ~~such~~
18 action.

19 ~~(2)(3)~~ An action is taken "seasonably" if ~~when~~ it is
20 taken at or within the time agreed or, if no time is agreed,
21 at or within a reasonable time.

22 Section 11. Section 671.205, Florida Statutes, is
23 amended to read:

24 671.205 Course of performance; course of dealing; ~~and~~
25 usage of trade.--

26 (1) A "course of performance" is a sequence of conduct
27 between the parties to a particular transaction that exists
28 if:

29 (a) The agreement of the parties with respect to the
30 transaction involves repeated occasions for performance by a
31 party; and

1 **(b) The other party, with knowledge of the nature of**
2 **the performance and opportunity for objection to it, accepts**
3 **the performance or acquiesces in it without objection.**

4 **(2)(1)** A "course of dealing" is a sequence of ~~previous~~
5 conduct **concerning previous transactions** between the parties
6 to a particular transaction ~~that which~~ is fairly to be
7 regarded as establishing a common basis of understanding for
8 interpreting their expressions and other conduct.

9 **(3)(2)** A "usage of trade" is any practice or method of
10 dealing having such regularity of observance in a place,
11 vocation, or trade as to justify an expectation that it will
12 be observed with respect to the transaction in question. The
13 existence and scope of such a usage are to be proved as facts.
14 If it is established that such a usage is embodied in a
15 written trade code or similar ~~record, writing~~ the
16 interpretation of the ~~record writing~~ **is a question of law for**
17 ~~the court.~~

18 **(4)(3)** A course of ~~performance or a course of~~ dealing
19 between ~~the parties or and any~~ usage of trade in the vocation
20 or trade in which they are engaged or of which they are or
21 should be aware **is relevant in ascertaining the give**
22 ~~particular~~ meaning ~~of the parties' to and supplement or~~
23 ~~qualify terms of an~~ agreement, **may give particular meaning to**
24 **specific terms of the agreement, and may supplement or qualify**
25 **the terms of the agreement. A usage of trade applicable in the**
26 **place in which part of the performance under the agreement is**
27 **to occur may be so utilized as to that part of the**
28 **performance.**

29 **(5)(4)** **Except as otherwise provided in subsection (6),**
30 the express terms of an agreement and ~~any an~~ applicable course
31 of **performance, course of dealing, or usage of trade must**

1 ~~shall~~ be construed whenever ~~wherever~~ reasonable as consistent
2 with each other. ~~If; but when~~ such a construction is
3 unreasonable:

4 (a) Express terms prevail over ~~control both~~ course of
5 performance, course of dealing, and usage of trade;

6 (b) Course of performance prevails over course of
7 dealing and usage of trade; and

8 (c) Course of dealing prevails over ~~controls~~ usage of
9 trade.

10 (6) A course of performance is relevant to show a
11 waiver or modification of any term inconsistent with the
12 course of performance.

13 ~~(5) An applicable usage of trade in the place where~~
14 ~~any part of performance is to occur shall be used in~~
15 ~~interpreting the agreement as to that part of the performance.~~

16 (7)(6) Evidence of a relevant usage of trade offered
17 by one party is not admissible unless that party ~~and until he~~
18 ~~or she~~ has given the other party ~~such~~ notice that ~~as~~ the court
19 finds sufficient to prevent unfair surprise to the other party
20 ~~latter.~~

21 Section 12. Section 671.206, Florida Statutes, is
22 repealed.

23 Section 13. Section 671.208, Florida Statutes, is
24 amended to read:

25 671.208 Option to accelerate at will.--A term
26 providing that one party or the party's successor in interest
27 may accelerate payment or performance or require collateral or
28 additional collateral "at will" or "when she or he deems
29 herself or himself insecure" or in words of similar import
30 must ~~shall~~ be construed to mean that she or he has ~~shall have~~
31 power to do so only if she or he in good faith believes that

1 | the prospect of payment or performance is impaired. The burden
2 | of establishing lack of good faith is on the party against
3 | whom the power has been exercised.

4 | Section 14. Section 671.209, Florida Statutes, is
5 | created to read:

6 | 671.209 Notice; knowledge.--

7 | (1) Subject to subsection (6), a person has "notice"
8 | of a fact if the person:

9 | (a) Has actual knowledge of it;

10 | (b) Has received a notice or notification of it; or

11 | (c) From all the facts and circumstances known to the
12 | person at the time in question, has reason to know that it
13 | exists.

14 | (2) "Knowledge" means actual knowledge. "Knows" has a
15 | corresponding meaning.

16 | (3) "Discover," "learn," or words of similar import
17 | refer to knowledge rather than to reason to know.

18 | (4) A person "notifies" or "gives a notice or
19 | notification to" another person by taking such steps as may be
20 | reasonably required to inform the other person in ordinary
21 | course, regardless of whether the other person actually comes
22 | to know of it.

23 | (5) Subject to subsection (6), a person "receives" a
24 | notice or notification when:

25 | (a) It comes to that person's attention; or

26 | (b) It is duly delivered in a form reasonable under
27 | the circumstances at the place of business through which the
28 | contract was made or at another location held out by that
29 | person as the place for receipt of such communications.

30 | (6) Notice, knowledge, or a notice or notification
31 | received by an organization is effective for a particular

1 transaction from the time it is brought to the attention of
2 the person conducting that transaction and, in any event, from
3 the time it would have been brought to the person's attention
4 if the organization had exercised due diligence. An
5 organization exercises due diligence if it maintains
6 reasonable routines for communicating significant information
7 to the person conducting the transaction and there is
8 reasonable compliance with the routines. Due diligence does
9 not require an individual acting for the organization to
10 communicate information unless the communication is part of
11 the individual's regular duties or the individual has reason
12 to know of the transaction and that the transaction would be
13 materially affected by the information.

14 Section 15. Section 671.210, Florida Statutes, is
15 created to read:

16 671.210 Presumptions.--Whenever this code creates a
17 "presumption" with respect to a fact or provides that a fact
18 is "presumed," the trier of fact must find the existence of
19 the fact presumed unless and until evidence is introduced that
20 supports a finding of its nonexistence.

21 Section 16. Section 671.211, Florida Statutes, is
22 created to read:

23 671.211 Value.--Except as otherwise provided with
24 respect to negotiable instruments and bank collections as
25 provided in ss. 673.3031, 674.2101, and 674.2111, a person
26 gives value for rights if the person acquires them:

27 (1) In return for a binding commitment to extend
28 credit or for the extension of immediately available credit
29 whether or not drawn upon and whether or not a charge-back is
30 provided for in the event of difficulties in collection;
31

1 (2) As security for, or in total or partial
2 satisfaction of, a preexisting claim;

3 (3) By accepting delivery under a preexisting contract
4 for purchase; or

5 (4) In return for any consideration sufficient to
6 support a simple contract.

7 Section 17. Section 671.212, Florida Statutes, is
8 created to read:

9 671.212 Relation to Electronic Signatures in Global
10 and National Commerce Act.--This code modifies, limits, and
11 supersedes the federal Electronic Signatures in Global and
12 National Commerce Act, 15 U.S.C. ss. 7001 et seq., except that
13 nothing in this code modifies, limits, or supersedes s.
14 7001(c) of that act or authorizes electronic delivery of any
15 of the notices described in s. 7003(b) of that act.

16 Section 18. Section 671.213, Florida Statutes, is
17 created to read:

18 671.213 Subordinated obligations.--An obligation may
19 be issued as subordinated to performance of another obligation
20 of the person obligated, or a creditor may subordinate its
21 right to performance of an obligation by agreement with either
22 the person obligated or another creditor of the person
23 obligated. Subordination does not create a security interest
24 as against either the common debtor or a subordinated
25 creditor.

26 Section 19. Subsection (1) of section 671.301, Florida
27 Statutes, is amended to read:

28 671.301 Effective date; provision for transition;
29 preservation of old transition provision.--

30 (1) This act shall take effect at 12:01 a.m. on
31 January 1, 2007 ~~1980~~.

1 Section 20. Section 679.5011, Florida Statutes, is
2 amended to read:

3 679.5011 Filing office.--

4 (1) As used in this section, the term "Florida Secured
5 Transaction Registry" or "registry" means the centralized
6 database in which all initial financing statements,
7 amendments, assignments, and other statements of change
8 authorized to be filed under this chapter are filed,
9 maintained, and retrieved. The term does not apply to
10 documents that are filed under this chapter with the clerk of
11 a circuit court.

12 ~~(2)(1)~~ Except as otherwise provided in subsection (3)
13 ~~(2)~~, the office in which to file a financing statement to
14 perfect a security interest or agricultural lien is:

15 (a) The office of the clerk of the circuit court, if:

16 1. The collateral is as-extracted collateral or timber
17 to be cut; or

18 2. The collateral is goods that are or are to become
19 fixtures and the financing statement is filed as a fixture
20 filing.

21 (b) The Florida Secured Transaction Registry, in
22 accordance with ss. 679.3011-679.3071, in all other cases,
23 including cases in which the collateral is goods that are or
24 are to become fixtures and the financing statement is not
25 filed as a fixture filing.

26 ~~(3)(2)~~ The office in which to file a financing
27 statement to perfect a security interest in collateral,
28 including fixtures, of a transmitting utility is ~~the Office of~~
29 ~~the Secretary of State, or the~~ central filing office
30 ~~authorized by s. 679.527 to accept filings for the Florida~~
31 ~~Secured Transaction Registry.~~ The financing statement also

1 constitutes a fixture filing as to the collateral indicated in
2 the financing statement which is or is to become fixtures.

3 (4) The Florida Secured Transaction Registry may
4 certify a copy of a financing statement, or an amendment
5 thereto, which shall be admissible in a state or federal court
6 or in a proceeding before any other tribunal.

7 Section 21. Section 679.525, Florida Statutes, is
8 amended to read:

9 679.525 Processing fees.--

10 (1) Except as otherwise provided in subsection (3),
11 the nonrefundable processing fee for filing and indexing a
12 record under this part, other than an initial financing
13 statement of the kind described in s. 679.5021(3), is:

14 (a) For filing an initial financing statement, ~~\$13~~\$25
15 for the first page, which shall include the cost of filing a
16 termination statement for the financing statement;

17 (b) For filing an amendment, ~~\$6~~\$12 for the first
18 page;

19 (c) For indexing by additional debtor, secured party,
20 or assignee, ~~\$2~~\$3 per additional name indexed;

21 (d) For use of a nonapproved form, ~~\$3~~\$5;

22 (e) For each additional page attached to a record, ~~\$2~~
23 ~~\$3~~;

24 (f) For filing a financing statement communicated by
25 an electronic filing process authorized by the filing office,
26 ~~\$8~~\$15 with no additional fees for multiple names or attached
27 pages;

28 (g) For filing an amendment communicated by an
29 electronic filing process authorized by the filing office, ~~\$3~~
30 ~~\$5~~ with no additional fees for multiple names or attached
31 pages;

1 (h) For a certified copy of a financing statement and
2 any and all associated amendments, ~~\$15~~^{\$30}; and

3 (i) For a photocopy of a filed record, \$1 per page.

4 (2) Except as otherwise provided in subsection (3),
5 the fee for filing and indexing an initial financing statement
6 of the kind described in s. 679.5021(3) is the amount
7 specified in chapter 28.

8 (3) This section does not require a fee with respect
9 to a mortgage that is effective as a financing statement filed
10 as a fixture filing or as a financing statement covering
11 as-extracted collateral or timber to be cut under s.
12 679.5021(3). However, the recording and satisfaction fees that
13 otherwise would be applicable to the mortgage apply.

14 (4) The Florida Secured Transaction Registry shall use
15 the fees collected to fund its operations.

16 Section 22. Sections 15.091, 679.521, 679.526, and
17 679.527, Florida Statutes, are repealed.

18 Section 23. Subsection (2) and paragraph (b) of
19 subsection (3) of section 319.27, Florida Statutes, are
20 amended to read:

21 319.27 Notice of lien on motor vehicles or mobile
22 homes; notation on certificate; recording of lien.--

23 (2) No lien for purchase money or as security for a
24 debt in the form of a security agreement, retain title
25 contract, conditional bill of sale, chattel mortgage, or other
26 similar instrument or any other nonpossessory lien, including
27 a lien for child support, upon a motor vehicle or mobile home
28 upon which a Florida certificate of title has been issued
29 shall be enforceable in any of the courts of this state
30 against creditors or subsequent purchasers for a valuable
31 consideration and without notice, unless a sworn notice of

1 such lien has been filed in the department and such lien has
2 been noted upon the certificate of title of the motor vehicle
3 or mobile home. Such notice shall be effective as constructive
4 notice when filed. The interest of a statutory nonpossessory
5 lienor; the interest of a nonpossessory execution, attachment,
6 or equitable lienor; or the interest of a lien creditor as
7 defined in s. 679.1021(1)(yy)(~~zz~~), if nonpossessory, shall not
8 be enforceable against creditors or subsequent purchasers for
9 a valuable consideration unless such interest becomes a
10 possessory lien or is noted upon the certificate of title for
11 the subject motor vehicle or mobile home prior to the
12 occurrence of the subsequent transaction. Provided the
13 provisions of this subsection relating to a nonpossessory
14 statutory lienor; a nonpossessory execution, attachment, or
15 equitable lienor; or the interest of a lien creditor as
16 defined in s. 679.1021(1)(yy)(~~zz~~) shall not apply to liens
17 validly perfected prior to October 1, 1988. The notice of lien
18 shall provide the following information:

- 19 (a) The date of the lien if a security agreement,
20 retain title contract, conditional bill of sale, chattel
21 mortgage, or other similar instrument was executed prior to
22 the filing of the notice of lien;
- 23 (b) The name and address of the registered owner;
- 24 (c) A description of the motor vehicle or mobile home,
25 showing the make, type, and vehicle identification number; and
- 26 (d) The name and address of the lienholder.
- 27 (3)
- 28 (b) As applied to a determination of the respective
29 rights of a secured party under this chapter and a lien
30 creditor as defined by s. 679.1021(1)(yy)(~~zz~~), or a
31 nonpossessory statutory lienor, a security interest under this

1 chapter shall be perfected upon the filing of the notice of
2 lien with the department, the county tax collector, or their
3 agents. Provided, however, the date of perfection of a
4 security interest of such secured party shall be the same date
5 as the execution of the security agreement or other similar
6 instrument if the notice of lien is filed in accordance with
7 this subsection within 15 days after the debtor receives
8 possession of the motor vehicle or mobile home and executes
9 such security agreement or other similar instrument. The date
10 of filing of the notice of lien shall be the date of its
11 receipt by the department central office in Tallahassee, if
12 first filed there, or otherwise by the office of the county
13 tax collector, or their agents.

14 Section 24. Paragraph (f) of subsection (2) of section
15 559.9232, Florida Statutes, is amended to read:

16 559.9232 Definitions; exclusion of rental-purchase
17 agreements from certain regulations.--

18 (2) A rental-purchase agreement that complies with
19 this act shall not be construed to be, nor be governed by, any
20 of the following:

21 (f) A security interest as defined in s.
22 671.201(35)(~~37~~).

23 Section 25. Paragraph (g) of subsection (2) of section
24 563.022, Florida Statutes, is amended to read:

25 563.022 Relations between beer distributors and
26 manufacturers.--

27 (2) DEFINITIONS.--In construing this section, unless
28 the context otherwise requires, the word, phrase, or term:

29 (g) "Good faith" means honesty in fact in the conduct
30 or transaction concerned as defined and interpreted under s.
31 671.201(20)(~~19~~).

1 Section 26. Paragraph (b) of subsection (3) and
2 paragraph (d) of subsection (16) of section 668.50, Florida
3 Statutes, are amended to read:

4 668.50 Uniform Electronic Transaction Act.--

5 (3) SCOPE.--

6 (b) This section does not apply to a transaction to
7 the extent the transaction is governed by:

8 1. A provision of law governing the creation and
9 execution of wills, codicils, or testamentary trusts;

10 2. The Uniform Commercial Code other than s. ss.
11 671.107 ~~and 671.206~~ and chapters 672 and 680;

12 3. The Uniform Computer Information Transactions Act;
13 or

14 4. Rules relating to judicial procedure.

15 (16) TRANSFERABLE RECORDS.--

16 (d) Except as otherwise agreed, a person having
17 control of a transferable record is the holder, as defined in
18 s. 671.201(21)(~~20~~), of the transferable record and has the
19 same rights and defenses as a holder of an equivalent record
20 or writing under the Uniform Commercial Code, including, if
21 the applicable statutory requirements under s. 673.3021, s.
22 677.501, or s. 679.308 are satisfied, the rights and defenses
23 of a holder in due course, a holder to which a negotiable
24 document of title has been duly negotiated, or a purchaser,
25 respectively. Delivery, possession, and indorsement are not
26 required to obtain or exercise any of the rights under this
27 paragraph.

28 Section 27. Subsection (1) of section 670.106, Florida
29 Statutes, is amended to read:

30 670.106 Time payment order is received.--

31

1 (1) The time of receipt of a payment order or
2 communication canceling or amending a payment order is
3 determined by the rules applicable to receipt of a notice
4 stated in s. 671.209 ~~671.201(27)~~. A receiving bank may fix a
5 cut-off time or times on a funds-transfer business day for the
6 receipt and processing of payment orders and communications
7 canceling or amending payment orders. Different cut-off times
8 may apply to payment orders, cancellations, or amendments or
9 to different categories of payment orders, cancellations, or
10 amendments. A cut-off time may apply to senders generally, or
11 different cut-off times may apply to different senders or
12 categories of payment orders. If a payment order or
13 communication canceling or amending a payment order is
14 received after the close of a funds-transfer business day or
15 after the appropriate cut-off time on a funds-transfer
16 business day, the receiving bank may treat the payment order
17 or communication as received at the opening of the next
18 funds-transfer business day.

19 Section 28. Subsection (2) of section 670.204, Florida
20 Statutes, is amended to read:

21 670.204 Refund of payment and duty of customer to
22 report with respect to unauthorized payment order.--

23 (2) Reasonable time under subsection (1) may be fixed
24 by agreement ~~as stated in s. 671.204(1)~~, but the obligation of
25 a receiving bank to refund payment as stated in subsection (1)
26 may not otherwise be varied by agreement.

27 Section 29. Subsection (3) of section 675.102, Florida
28 Statutes, is amended to read:

29 675.102 Scope.--

30 (3) With the exception of this subsection, subsections
31 (1) and (4), ss. 675.103(1)(i) and (j), 675.106(4), and

1 675.114(4), and except to the extent prohibited in ss.
2 671.102(2)(3) and 675.117(4), the effect of this chapter may
3 be varied by agreement or by a provision stated or
4 incorporated by reference in an undertaking. A term in an
5 agreement or undertaking generally excusing liability or
6 generally limiting remedies for failure to perform obligations
7 is not sufficient to vary obligations prescribed by this
8 chapter.

9 Section 30. Paragraphs (mm) through (aaaa) of
10 subsection (1) of section 679.1021, Florida Statutes, are
11 redesignated as paragraphs (ll) through (zzz), respectively,
12 and present paragraph (ll) of that subsection is amended to
13 read:

14 679.1021 Definitions and index of definitions.--

15 (1) In this chapter, the term:

16 ~~(ll) "Filing office rule" means a rule adopted~~
17 ~~pursuant to s. 679.526.~~

18 Section 31. Subsection (2) of section 679.5021,
19 Florida Statutes, is amended to read:

20 679.5021 Contents of financing statement; record of
21 mortgage as financing statement; time of filing financing
22 statement.--

23 (2) Except as otherwise provided in s. 679.5011(3)(2),
24 to be sufficient, a financing statement that covers
25 as-extracted collateral or timber to be cut, or that is filed
26 as a fixture filing and covers goods that are or are to become
27 fixtures, must comply with the requirements of subsection (1)
28 and also:

29 (a) Indicate that it covers this type of collateral;

30 (b) Indicate that it is to be filed in the real
31 property records;

1 (c) Provide a description of the real property to
2 which the collateral is related; and

3 (d) If the debtor does not have an interest of record
4 in the real property, provide the name of a record owner.

5 Section 32. Paragraph (b) of subsection (1) of section
6 679.512, Florida Statutes, is amended to read:

7 679.512 Amendment of financing statement.--

8 (1) Subject to s. 679.509, a person may add or delete
9 collateral covered by, continue or terminate the effectiveness
10 of, or, subject to subsection (5), otherwise amend the
11 information provided in, a financing statement by filing an
12 amendment that:

13 (b) If the amendment relates to an initial financing
14 statement filed or recorded in a filing office described in s.
15 679.5011(2)~~(1)~~(a), provides the information specified in s.
16 679.5021(2), the official records book and page number of the
17 initial financing statement to which the amendment relates,
18 and the name of the debtor and secured party of record.

19 Section 33. Paragraph (c) of subsection (2) of section
20 679.516, Florida Statutes, is amended to read:

21 679.516 What constitutes filing; effectiveness of
22 filing.--

23 (2) Filing does not occur with respect to a record
24 that a filing office refuses to accept because:

25 (c) The filing office is unable to index the record
26 because:

27 1. In the case of an initial financing statement, the
28 record does not provide an organization's name or, if an
29 individual, the individual's last name and first name;

30 2. In the case of an amendment or correction
31 statement, the record:

1 a. Does not correctly identify the initial financing
2 statement as required by s. 679.512 or s. 679.518, as
3 applicable; or

4 b. Identifies an initial financing statement the
5 effectiveness of which has lapsed under s. 679.515;

6 3. In the case of an initial financing statement that
7 provides the name of a debtor identified as an individual or
8 an amendment that provides a name of a debtor identified as an
9 individual which was not previously provided in the financing
10 statement to which the record relates, the record does not
11 identify the debtor's last name and first name; or

12 4. In the case of a record filed or recorded in the
13 filing office described in s. 679.5011(2)(~~1~~)(a), the record
14 does not provide a sufficient description of the real property
15 to which it relates;

16 Section 34. Subsection (9) of section 679.519, Florida
17 Statutes, is amended to read:

18 679.519 Numbering, maintaining, and indexing records;
19 communicating information provided in records.--

20 (9) Subsections (1), (2), and (8) do not apply to a
21 filing office described in s. 679.5011(2)(~~1~~)(a).

22 Section 35. Subsection (2) of section 679.520, Florida
23 Statutes, is amended to read:

24 679.520 Acceptance and refusal to accept record.--

25 (2) If a filing office refuses to accept a record for
26 filing, it shall communicate to the person that presented the
27 record the fact of and reason for the refusal and the date and
28 time the record would have been filed had the filing office
29 accepted it. The communication must be made at the time and in
30 the manner prescribed by any filing-office rule but, in the
31 case of a filing office described in s. 679.5011(2)(~~1~~)(b), in

1 no event more than 3 business days after the filing office
2 receives the record, if practical.

3 Section 36. Subsections (2), (3), and (4) of section
4 679.523, Florida Statutes, are amended to read:

5 679.523 Information from filing office; sale or
6 license of records.--

7 (2) If a person files a record other than a written
8 record, the filing office described in s. 679.5011~~(2)~~(1)(b)
9 shall communicate to the person an image that provides:

10 (a) The information in the record;

11 (b) The number assigned to the record pursuant to s.
12 679.519(1)(a); and

13 (c) The date and time of the filing of the record.

14 (3) In complying with its duty under this chapter, the
15 filing office described in s. 679.5011~~(2)~~(1)(b) may
16 communicate information in any medium. However, if requested,
17 the filing office shall communicate information by issuing its
18 written certificate or a record that can be admitted into
19 evidence in the courts of the state without extrinsic evidence
20 of its authenticity.

21 (4) The filing office described in s.
22 679.5011~~(2)~~(1)(b) shall perform the acts required by
23 subsections (1) and (2) at the time and in the manner
24 prescribed by any filing-office rule, but not later than 3
25 business days after the filing office receives the request, if
26 practical.

27 Section 37. Paragraphs (h), (j), (l), and (m) of
28 subsection (3) of section 680.1031, Florida Statutes, are
29 amended to read:

30 680.1031 Definitions and index of definitions.--

31

1 (3) The following definitions in other chapters of
2 this code apply to this chapter:

3 (h) "General intangible," s. 679.1021(1)(~~oo~~)(~~pp~~).

4 (j) "Instrument," s. 679.1021(1)(~~tt~~)(~~uu~~).

5 (l) "Mortgage," s. 679.1021(1)(~~bbb~~)(~~ccc~~).

6 (m) "Pursuant to a commitment," s.
7 679.1021(1)(~~nnn~~)(~~ooo~~).

8 Section 38. Subsection (2) of section 680.518, Florida
9 Statutes, is amended to read:

10 680.518 Cover; substitute goods.--

11 (2) Except as otherwise provided with respect to
12 damages liquidated in the lease agreement (s. 680.504) or
13 otherwise determined pursuant to agreement of the parties (ss.
14 671.102(~~2~~)(~~3~~) and 680.503), if a lessee's cover is by lease
15 agreement substantially similar to the original lease
16 agreement and the new lease agreement is made in good faith
17 and in a commercially reasonable manner, the lessee may
18 recover from the lessor as damages:

19 (a) The present value, as of the date of the
20 commencement of the term of the new lease agreement, of the
21 rent under the new lease agreement and applicable to that
22 period of the new lease term which is comparable to the then
23 remaining term of the original lease agreement minus the
24 present value as of the same date of the total rent for the
25 then remaining lease term of the original lease agreement; and

26 (b) Any incidental or consequential damages, less
27 expenses saved in consequence of the lessor's default.

28 Section 39. Subsection (1) of section 680.519, Florida
29 Statutes, is amended to read:

30 680.519 Lessee's damages for nondelivery, repudiation,
31 default, or breach of warranty in regard to accepted goods.--

1 (1) Except as otherwise provided with respect to
2 damages liquidated in the lease agreement (s. 680.504) or
3 otherwise determined pursuant to agreement of the parties (ss.
4 671.102~~(2)(3)~~ and 680.503), if a lessee elects not to cover or
5 a lessee elects to cover and the cover is by lease agreement,
6 whether or not the lease agreement qualifies for treatment
7 under s. 680.518(2), or is by purchase or otherwise, the
8 measure of damages for nondelivery or repudiation by the
9 lessor or for rejection or revocation of acceptance by the
10 lessee is the present value, as of the date of the default, of
11 the then market rent minus the present value as of the same
12 date of the original rent, computed for the remaining lease
13 term of the original lease agreement, together with incidental
14 and consequential damages, less expenses saved in consequence
15 of the lessor's default.

16 Section 40. Subsection (2) of section 680.527, Florida
17 Statutes, is amended to read:

18 680.527 Lessor's rights to dispose of goods.--

19 (2) Except as otherwise provided with respect to
20 damages liquidated in the lease agreement (s. 680.504) or
21 otherwise determined pursuant to agreement of the parties (ss.
22 671.102~~(2)(3)~~ and 680.503), if the disposition is by lease
23 agreement substantially similar to the original lease
24 agreement and the new lease agreement is made in good faith
25 and in a commercially reasonable manner, the lessor may
26 recover from the lessee as damages:

27 (a) Accrued and unpaid rent as of the date of the
28 commencement of the term of the new lease agreement;

29 (b) The present value, as of the same date, of the
30 commencement of the term of the new lease agreement of the
31 total rent for the then remaining lease term of the original

1 lease agreement minus the present value, as of the same date,
2 of the rent under the new lease agreement applicable to that
3 period of the new lease term which is comparable to the then
4 remaining term of the original lease agreement; and

5 (c) Any incidental damages allowed under s. 680.53,
6 less expenses saved in consequence of the lessee's default.

7 Section 41. Subsection (1) of section 680.528, Florida
8 Statutes, is amended to read:

9 680.528 Lessor's damages for nonacceptance or
10 repudiation.--

11 (1) Except as otherwise provided with respect to
12 damages liquidated in the lease agreement (s. 680.504) or
13 otherwise determined pursuant to agreement of the parties (ss.
14 671.102(2)(3) and 580.503), if a lessor elects to retain the
15 goods or a lessor elects to dispose of the goods and the
16 disposition is by lease agreement that for any reason does not
17 qualify for treatment under s. 680.527(2), or is by sale or
18 otherwise, the lessor may recover from the lessee as damages a
19 default of the type described in s. 680.523(1) or (3)(a), or
20 if agreed, for other default of the lessee:

21 (a) Accrued and unpaid rent as of the date of default
22 if the lessee has never taken possession of the goods, or, if
23 the lessee has taken possession of the goods, as of the date
24 the lessor repossesses the goods or an earlier date on which
25 the lessee makes a tender of the goods to the lessor.

26 (b) The present value as of the date determined under
27 paragraph (a) of the total rent for the then remaining lease
28 term of the original lease agreement minus the present value
29 as of the same date of the market rent at the place where the
30 goods were located on that date computed for the same lease
31 term.

1 (c) Any incidental damages allowed under s. 680.53,
2 less expenses saved in consequence of the lessee's default.

3 Section 42. Subsection (6) of section 713.901, Florida
4 Statutes, is amended to read:

5 713.901 Florida Uniform Federal Lien Registration
6 Act.--

7 (6) FEES.--The charges or fees of the Secretary of
8 State, with respect to a notice or certificate filed under
9 this section, or for searching records with respect thereto,
10 are:

11 (a) For filing any financing statement, \$25 for the
12 first page, which fee shall include the cost of filing a
13 termination statement for the financing statement.

14 (b) For filing a continuation, release, amendment,
15 assignment, or any other writing permitted by chapter 679, \$12
16 for the first page.

17 (c) For indexing by multiple debtors or secured
18 parties, \$3 for each additional debtor or secured party.

19 (d) For each additional facing page attached to a
20 financing statement, continuation, release, amendment,
21 assignment, or any other writing, \$3.

22 (e) For certifying any record, \$10 for the first 10
23 file numbers certified and \$10 for each subsequent group of 10
24 file numbers.

25 (f) For use, pursuant to s. 679.525(1)(d), of a
26 nonapproved form, \$3 ~~shall be the same as prescribed in s.~~
27 15.091.

28
29 The charges or fees of the clerks of the circuit court with
30 respect to a notice or certificate filed under this section
31

1 shall be the same as prescribed in s. 28.24, relating to
2 instruments recorded in the official records.
3 Section 43. This act shall take effect January 1,
4 2007.
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