

1                   A bill to be entitled  
2           An act relating to recreational vehicle dealers and  
3           manufacturers; creating s. 320.3201, F.S.; providing  
4           legislative intent; creating s. 320.3202, F.S.; providing  
5           definitions; creating s. 320.3203, F.S.; providing  
6           requirements for a manufacturer/dealer agreement;  
7           requiring designation of the area of sales responsibility;  
8           providing conditions for sales outside the dealer's area  
9           of sales responsibility; creating s. 320.3204, F.S.;  
10          providing requirements for sale by manufacturers and  
11          distributors; creating s. 320.3205, F.S.; providing  
12          requirements and procedures for termination, cancellation,  
13          or nonrenewal of an agreement by a manufacturer or a  
14          dealer; providing for the repurchase by the manufacturer  
15          of vehicles, accessories, and parts and equipment, tools,  
16          signage, and machinery; creating s. 320.3206, F.S.;  
17          providing for change in ownership by a dealer; requiring  
18          notice to the manufacturer; providing requirements for  
19          rejection by the manufacturer; providing for a dealer to  
20          name a family member as a successor in case of retirement,  
21          incapacitation, or death of the dealer; providing  
22          requirements for rejection of the successor by the  
23          manufacturer; creating s. 320.3207, F.S.; providing  
24          requirements for warrantors, manufacturers, and dealers  
25          with respect to warranties; providing responsibilities;  
26          providing requirements for compensation of the dealer;  
27          authorizing warranty audits by the warrantor; requiring  
28          cause for denial of compensation; providing for

29 disposition of warranty claims; prohibiting certain acts  
 30 by the warrantor and the dealer; requiring notice of  
 31 certain pending suits; creating s. 320.3208, F.S.;  
 32 providing for inspection and rejection of a recreational  
 33 vehicle upon delivery to a dealer; creating s. 320.3209,  
 34 F.S.; prohibiting a manufacturer or distributor from  
 35 coercing a dealer to perform certain acts; creating s.  
 36 320.3210, F.S.; providing for resolution when a dealer,  
 37 manufacturer, distributor, or warrantor is injured by  
 38 another party's violation; authorizing civil action;  
 39 providing for mediation; providing for remedies; creating  
 40 s. 320.3211, F.S.; providing administrative and criminal  
 41 penalties for violations; providing for an administrative  
 42 hearing to contest a penalty imposed by the department;  
 43 providing for severability; providing an effective date.

44  
 45 Be It Enacted by the Legislature of the State of Florida:

46  
 47 Section 1. Section 320.3201, Florida Statutes, is created  
 48 to read:

49 320.3201 Legislative intent.--It is the intent of the  
 50 Legislature to protect the public health, safety, and welfare of  
 51 the citizens of the state by regulating the relationship between  
 52 recreational vehicle dealers and manufacturers, maintaining  
 53 competition, and providing consumer protection and fair trade.

54 Section 2. Section 320.3202, Florida Statutes, is created  
 55 to read:

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56 320.3202 Definitions.--As used in ss. 320.3201-320.3211,  
57 the term:

58 (1) "Area of sales responsibility" means the geographical  
59 area agreed to by the dealer and the manufacturer in the  
60 manufacturer/dealer agreement in which the dealer has the  
61 exclusive right to display or sell the manufacturer's new  
62 recreational vehicles of a particular line-make.

63 (2) "Dealer" means any person, firm, corporation, or  
64 business entity licensed or required to be licensed pursuant to  
65 s. 320.771.

66 (3) "Distributor" means any person, firm, corporation, or  
67 business entity that purchases new recreational vehicles for  
68 resale to dealers.

69 (4) "Factory campaign" means an effort on the part of a  
70 warrantor to contact recreational vehicle owners or dealers in  
71 order to address a part or equipment issue.

72 (5) "Family member" means a spouse or a child, grandchild,  
73 parent, sibling, niece, or nephew or the spouse thereof.

74 (6) "Line-make" means a specific series of recreational  
75 vehicle products that:

76 (a) Are identified by a common series trade name or  
77 trademark;

78 (b) Are targeted to a particular market segment, as  
79 determined by their decor, features, equipment, size, weight,  
80 and price range;

81 (c) Have lengths and interior floor plans that distinguish  
82 the recreational vehicles from recreational vehicles with  
83 substantially the same decor, equipment, features, price, and

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84 weight; and

85 (d) Belong to a single, distinct classification of  
86 recreational vehicle product type having a substantial degree of  
87 commonality in the construction of the chassis, frame, and body.

88 (7) "Manufacturer" means any person, firm, corporation, or  
89 business entity that engages in the manufacturing of  
90 recreational vehicles.

91 (8) "Manufacturer/dealer agreement" means a written  
92 agreement or contract entered into between a manufacturer and a  
93 dealer which fixes the rights and responsibilities of the  
94 parties and pursuant to which the dealer sells new recreational  
95 vehicles.

96 (9) "Proprietary part" means any part manufactured by or  
97 for and sold exclusively by the manufacturer.

98 (10) "Recreational vehicle" means the types of motor  
99 vehicle or motor vehicles defined by s. 320.01(1)(b).

100 (11) "Transient customer" means a customer who is  
101 temporarily traveling through a dealer's area of sales  
102 responsibility.

103 (12) "Warrantor" means any person, firm, corporation, or  
104 business entity that gives a warranty in connection with a new  
105 recreational vehicle or parts, accessories, or components  
106 thereof. Such term does not include service contracts,  
107 mechanical or other insurance, or extended warranties sold for  
108 separate consideration by a dealer or other person not  
109 controlled by a manufacturer.

110 Section 3. Section 320.3203, Florida Statutes, is created  
111 to read:

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112 320.3203 Requirement for a written manufacturer/dealer  
113 agreement; area of sales responsibility.--

114 (1) A manufacturer or distributor may not sell a  
115 recreational vehicle in the state to or through a dealer without  
116 having entered into a manufacturer/dealer agreement which is  
117 signed by both parties.

118 (2) The manufacturer shall designate in the  
119 manufacturer/dealer agreement the area of sales responsibility  
120 exclusively assigned to a dealer and shall not change such area  
121 or establish another dealer for the same line-make in such area  
122 during the duration of the agreement.

123 (3) The area of sales responsibility may not be subject to  
124 review or change before 1 year after the execution of the  
125 manufacturer/dealer agreement.

126 (4) A motor vehicle dealer may not sell a new recreational  
127 vehicle in this state without having entered into a  
128 manufacturer/dealer agreement and may not sell outside of its  
129 designated area of sales responsibility.

130 (5) (a) Notwithstanding subsection (4), a dealer may sell  
131 outside of its designated area of responsibility if the dealer  
132 obtains a supplemental license pursuant to s. 320.771(7) and  
133 meets one of the following conditions:

134 1. For sales within another dealer's designated area of  
135 sales responsibility, the dealer must obtain in advance of the  
136 off-premise sale a written agreement signed by the dealer, the  
137 manufacturer of the recreational vehicles to be sold at the off-  
138 premise sale, and the dealer in whose designated area of sales  
139 responsibility the off-premise sale will occur. The written

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140 agreement must:

- 141 a. Designate the recreational vehicles to be sold;  
142 b. Set forth the time period for the off-premise sale; and  
143 c. Affirmatively authorize the sale of the recreational  
144 vehicles.

145 2. The off-premise sale is not located within any dealer's  
146 designated area of sales responsibility and is in conjunction  
147 with a public vehicle show.

148 3. The off-premise sale is in conjunction with a public  
149 vehicle show in which more than 35 dealers are participating and  
150 is predominantly funded by manufacturers.

151 (b) For the purposes of this subsection, "public vehicle  
152 show" means an event sponsored by an organization approved under  
153 section 501(c)(6) of the Internal Revenue Code which has the  
154 purpose of promoting the welfare of the recreational vehicle  
155 industry and is located at a site:

156 1. That will be used to display and sell recreational  
157 vehicles;

158 2. That is not used for off-premise sales for more than 10  
159 days in a calendar year; and

160 3. That is not the location set forth on any dealer's  
161 license as its place of business.

162 Section 4. Section 320.3204, Florida Statutes, is created  
163 to read:

164 320.3204 Sales of recreational vehicles by manufacturer or  
165 distributor.--Sales of recreational vehicles by manufacturers or  
166 distributors shall be in accordance with published prices,  
167 charges, and terms of sale in effect at any given time. The

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168 manufacturer must sell products on the same basis, with respect  
 169 to all rebates, discounts, and programs, to all competing  
 170 dealers similarly situated.

171 Section 5. Section 320.3205, Florida Statutes, is created  
 172 to read:

173 320.3205 Termination, cancellation, and nonrenewal of a  
 174 manufacturer/dealer agreement.--

175 (1) (a) A manufacturer, directly or through any officer,  
 176 agent, or employee, may not terminate, cancel, or fail to renew  
 177 a manufacturer/dealer agreement without good cause, and, upon  
 178 renewal, may not require additional inventory stocking  
 179 requirements or increased retail sales targets in excess of the  
 180 market growth in the dealer's area of responsibility.

181 (b) The manufacturer has the burden of showing good cause.  
 182 For purposes of determining whether there is good cause for a  
 183 proposed action by a manufacturer, all of the following factors  
 184 must be considered:

185 1. The extent of the affected dealer's penetration in the  
 186 relevant market area.

187 2. The nature and extent of the dealer's investment in its  
 188 business.

189 3. The adequacy of the dealer's service facilities,  
 190 equipment, parts, supplies, and personnel.

191 4. The effect of the proposed action on the community.

192 5. The extent and quality of the dealer's service under  
 193 recreational vehicle warranties.

194 6. The failure to follow agreed-upon procedures or  
 195 standards related to the overall operation of the dealership.

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196        7. The dealer's performance under the terms of its  
197 manufacturer/dealer agreement.

198        (c) Except as provided in this section, a manufacturer  
199 shall provide a dealer at least 120 days' prior written notice  
200 of termination, cancellation, or nonrenewal of the  
201 manufacturer/dealer agreement.

202        1. The notice shall state all reasons for termination,  
203 cancellation, or nonrenewal and shall further state that if,  
204 within 30 days following receipt of the manufacturer's notice,  
205 the dealer provides to the manufacturer a written notice of  
206 intent to cure all claimed deficiencies, the dealer will then  
207 have 120 days after the date of the manufacturer's notice to  
208 rectify the deficiencies. If the deficiencies are rectified  
209 within 120 days, the manufacturer's notice shall be void. If the  
210 dealer fails to provide the notice of intent to cure  
211 deficiencies in the prescribed time period, the termination,  
212 cancellation, or nonrenewal shall take effect 30 days after the  
213 dealer's receipt of the manufacturer's notice unless the dealer  
214 has new and untitled inventory on hand.

215        2. The notice period may be reduced to 30 days if the  
216 grounds for termination, cancellation, or nonrenewal are due to:

217        a. Conviction of or plea of nolo contendere to a felony of  
218 a dealer or one of its owners;

219        b. The abandonment or closing of the business operations  
220 of the dealer for 10 consecutive business days unless the  
221 closing is due to an act of God, strike, labor difficulty, or  
222 other cause over which the dealer has no control;

223        c. A significant misrepresentation by the dealer; or



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224 d. A suspension or revocation of the dealer's license, or  
225 refusal to renew the dealer's license, by the department.

226 3. The notice provisions of this paragraph shall not apply  
227 if the reason for termination, cancellation, or nonrenewal is  
228 insolvency, the occurrence of an assignment for the benefit of  
229 creditors, or bankruptcy.

230 (2) A dealer may terminate its manufacturer/dealer  
231 agreement with or without cause at any time by giving 30 days'  
232 written notice to the manufacturer. The dealer has the burden of  
233 showing good cause. Any of the following items shall be deemed  
234 good cause for a proposed action by a dealer:

235 (a) Conviction of or plea of nolo contendere to a felony  
236 of a manufacturer or one of its subsidiary companies.

237 (b) The business operations of the manufacturer have been  
238 abandoned or closed for 10 consecutive business days, unless the  
239 closing is due to an act of God, strike, labor difficulty, or  
240 other cause over which the manufacturer has no control.

241 (c) A significant misrepresentation by the manufacturer.

242 (d) A violation of ss. 320.3201-320.3211.

243 (e) A declaration by the manufacturer of bankruptcy,  
244 insolvency, or the occurrence of an assignment for the benefit  
245 of creditors or bankruptcy.

246 (3) If the manufacturer/dealer agreement is terminated,  
247 canceled, or not renewed by the manufacturer or by the dealer  
248 for cause, the manufacturer shall, at the election of the dealer  
249 and within 30 days of termination, cancellation, or nonrenewal,  
250 repurchase:

251 (a) All new motor vehicles, as defined by s. 319.001(8),

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252 acquired from the manufacturer which have not been used except  
253 for demonstration purposes, altered, or damaged at 100 percent  
254 of the net invoice cost, including transportation, less  
255 applicable rebates and discounts to the dealer. In the event any  
256 of the vehicles repurchased are damaged, the amount due to the  
257 dealer shall be reduced by the cost to repair the vehicle.  
258 Damage prior to delivery to the dealer will not disqualify  
259 repurchase under this subsection;

260 (b) All current and undamaged manufacturer's accessories  
261 and proprietary parts sold to the dealer for resale, if  
262 accompanied by the original invoice, at 105 percent of the  
263 original net price paid to the manufacturer to compensate the  
264 dealer for handling, packing, and shipping the parts; and

265 (c) Any functioning diagnostic equipment, special tools,  
266 current signage, and other equipment and machinery at 100  
267 percent of the dealer's net cost plus freight, destination,  
268 delivery, and distribution charges and sales taxes, if any,  
269 provided it was purchased by the dealer within 5 years before  
270 termination and upon the manufacturer's request and can no  
271 longer be used in the normal course of the dealer's ongoing  
272 business. The manufacturer shall pay the dealer within 30 days  
273 after receipt of the returned items.

274 Section 6. Section 320.3206, Florida Statutes, is created  
275 to read:

276 320.3206 Transfer of ownership; family succession.--

277 (1) If a dealer desires to make a change in its ownership  
278 by the sale of the business assets, stock transfer, or  
279 otherwise, the dealer must give the manufacturer 30 days'

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280 written notice before the closing, including all supporting  
281 documentation as may be reasonably required by the manufacturer.  
282 The manufacturer shall not refuse consent to the proposed change  
283 or sale and may not disapprove or withhold approval of the  
284 change or sale unless the manufacturer can show that its  
285 decision is based on the manufacturer's reasonable criteria,  
286 which may include the prospective transferee's business  
287 experience, moral character, financial qualifications, and any  
288 criminal record.

289 (2) If the manufacturer rejects a proposed change or sale,  
290 the manufacturer shall give written notice of its reasons to the  
291 dealer within 30 days after receipt of the dealer's notification  
292 and complete documentation. If the manufacturer does not give  
293 notice of rejection, the change or sale shall be deemed  
294 approved.

295 (3) The manufacturer has the burden of showing that its  
296 rejection of the transfer or sale is reasonable.

297 (4) It is unlawful for any manufacturer to fail to provide  
298 a dealer an opportunity to designate, in writing, a family  
299 member as a successor to the dealership in the event of the  
300 death, incapacity, or retirement of the dealer. It shall be  
301 unlawful to prevent or refuse to honor the succession to a  
302 dealership by a family member of the deceased, incapacitated, or  
303 retired dealer unless the manufacturer has provided to the  
304 dealer written notice of its objections. Grounds for objection  
305 shall be lack of creditworthiness, conviction of a felony, lack  
306 of required licenses or business experience, or other condition  
307 that makes the succession unreasonable under the circumstances.

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308 The manufacturer has the burden of showing the unreasonableness  
309 of the succession. However, no family member may succeed to a  
310 dealership if the succession involves, without the  
311 manufacturer's consent, a relocation of the business or an  
312 alteration of the terms and conditions of the  
313 manufacturer/dealer agreement.

314 Section 7. Section 320.3207, Florida Statutes, is created  
315 to read:

316 320.3207 Warranty obligations.--

317 (1) Each warrantor shall specify in writing to each of its  
318 dealers obligations, if any, for preparation, delivery, and  
319 warranty service on its products; compensate the dealer for  
320 warranty service required of the dealer by the warrantor; and  
321 provide the dealer the schedule of compensation to be paid and  
322 the time allowances for the performance of such work and  
323 service. In no event shall the schedule of compensation fail to  
324 include reasonable compensation for diagnostic work as well as  
325 warranty labor.

326 (2) Time allowances for the diagnosis and performance of  
327 warranty labor shall be reasonable for the work to be performed.  
328 The manufacturer shall authorize the dealer to undertake  
329 warranty repairs without prior approval if the repairs require  
330 less than 3 hours of labor. In no event shall the compensation  
331 of a dealer for warranty labor be less than the lowest retail  
332 labor rates actually charged by the dealer for like nonwarranty  
333 labor as long as such rates are reasonable.

334 (3) The warrantor shall reimburse the dealer for warranty  
335 parts at actual wholesale cost plus a minimum 30-percent

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336 handling charge and the cost, if any, of freight to return  
337 warranty parts to the warrantor.

338 (4) Warranty audits of dealer records may be conducted by  
339 the warrantor on a reasonable basis, and dealer claims for  
340 warranty compensation shall not be denied except for cause, such  
341 as performance of nonwarranty repairs, material noncompliance  
342 with warrantor's published policies and procedures, lack of  
343 material documentation, fraud, or misrepresentation.

344 (5) The dealer must submit warranty claims within 45 days  
345 after completing work.

346 (6) The dealer must notify the warrantor verbally or in  
347 writing if the dealer is unable to perform material or  
348 repetitive warranty repairs as soon as is reasonably possible.

349 (7) The warrantor must disapprove warranty claims in  
350 writing within 30 days after the date of submission by the  
351 dealer in the manner and form prescribed by the warrantor.  
352 Claims not specifically disapproved in writing within 30 days  
353 shall be construed to be approved and must be paid within 45  
354 days.

355 (8) It is a violation of ss. 320.3201-320.3211 for any  
356 warrantor to:

357 (a) Fail to perform any of its warranty obligations with  
358 respect to a recreational vehicle and its components;

359 (b) Fail to include, in written notices of factory  
360 campaigns to recreational vehicle owners and dealers, the  
361 expected date by which necessary parts and equipment, including  
362 tires and chassis or chassis parts, will be available to dealers  
363 to perform the campaign work. The manufacturer may ship parts to

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364 the dealer to effect the campaign work, and, if such parts are  
365 in excess of the dealer's requirements, the dealer may return  
366 unused parts to the manufacturer for credit after completion of  
367 the campaign;

368 (c) Fail to compensate any of its dealers for authorized  
369 repairs effected by the dealer of merchandise damaged in  
370 manufacture or transit to the dealer, if the carrier is  
371 designated by the manufacturer, factory branch, distributor, or  
372 distributor branch;

373 (d) Fail to compensate any of its dealers for authorized  
374 warranty service in accordance with the schedule of compensation  
375 provided to the dealer pursuant to this section if performed in  
376 a timely and competent manner;

377 (e) Intentionally misrepresent in any way to purchasers of  
378 recreational vehicles that warranties with respect to the  
379 manufacture, performance, or design of the vehicle are made by  
380 the dealer either as warrantor or cowarrantor; or

381 (f) Require the dealer to make warranties to customers in  
382 any manner related to the manufacture of the recreational  
383 vehicle.

384 (9) It is a violation of ss. 320.3201-320.3211 for any  
385 dealer to:

386 (a) Fail to perform predelivery inspection functions, if  
387 required, in a competent and timely manner;

388 (b) Fail to perform warranty service work authorized by  
389 the warrantor in a reasonably competent and timely manner on any  
390 transient customer's vehicle of the same line-make without good  
391 cause; or

392        (c) Misrepresent the terms of any warranty.  
 393        (10) (a) Notwithstanding the terms of any  
 394 manufacturer/dealer agreement, it is a violation of ss.  
 395 320.3201-320.3211 for any warrantor to fail to indemnify and  
 396 hold harmless its dealer against any losses or damages to the  
 397 extent such losses or damages are caused by the negligence or  
 398 willful misconduct of the warrantor. The dealer shall not be  
 399 denied indemnification for failing to discover, disclose, or  
 400 remedy a defect in the design or manufacturing of the  
 401 recreational vehicle. The dealer shall provide to the warrantor  
 402 a copy of any suit in which allegations are made that come  
 403 within this subsection within 10 days after receiving such suit.

404        (b) Notwithstanding the terms of any manufacturer/dealer  
 405 agreement, it is a violation of ss. 320.3201-320.3211 for any  
 406 dealer to fail to indemnify and hold harmless its warrantor  
 407 against any losses or damages to the extent such losses or  
 408 damages are caused by the negligence or willful misconduct of  
 409 the dealer. The warrantor shall provide to the dealer a copy of  
 410 pending suits in which allegations are made that come within  
 411 this subsection within 10 days after receiving such suit.

412        Section 8. Section 320.3208, Florida Statutes, is created  
 413 to read:

414        320.3208 Inspection and rejection by the dealer.--

415        (1) Whenever a new recreational vehicle is damaged prior  
 416 to transit to the dealer or is damaged in transit to the dealer  
 417 when the carrier or means of transportation has been selected by  
 418 the manufacturer or distributor, the dealer shall:

419        (a) Notify the manufacturer or distributor of the damage

420 by the next business day after the date of delivery of the new  
 421 recreational vehicle to the dealer or within such additional  
 422 time as specified in the manufacturer/dealer agreement; and

423 (b) Either:

424 1. Request from the manufacturer or distributor  
 425 authorization to replace the components, parts, and accessories  
 426 damaged or otherwise correct the damage; or

427 2. Reject the vehicle within the timeframe set forth in  
 428 subsection (3).

429  
 430 If the manufacturer or distributor refuses or fails to authorize  
 431 repair of such damage within 10 days after receipt of  
 432 notification or if the dealer rejects the recreational vehicle  
 433 because of damage, ownership of the new recreational vehicle  
 434 shall revert to the manufacturer or distributor.

435 (2) The dealer will exercise due care in custody of the  
 436 damaged recreational vehicle, but the dealer shall have no other  
 437 obligations, financial or otherwise, with respect to that  
 438 recreational vehicle.

439 (3) The timeframe for inspection and rejection by the  
 440 dealer shall be part of the manufacturer/dealer agreement and  
 441 shall not be less than 3 business days after the physical  
 442 delivery of the recreational vehicle.

443 (4) Any recreational vehicle that has, at the time of  
 444 delivery to the dealer, an unreasonable amount of miles on its  
 445 odometer, as determined by the dealer, may be subject to  
 446 rejection by the dealer and reversion of the vehicle to the  
 447 manufacturer or distributor.



448 Section 9. Section 320.3209, Florida Statutes, is created  
 449 to read:

450 320.3209 Coercion of dealer prohibited.--

451 (1) A manufacturer or distributor may not coerce or  
 452 attempt to coerce a dealer to:

453 (a) Purchase a product that the dealer did not order;

454 (b) Enter into an agreement with the manufacturer or  
 455 distributor;

456 (c) Take any action which is unfair or unreasonable to the  
 457 dealer; or

458 (d) Require a dealer to enter into an agreement that  
 459 requires the dealer to submit its disputes to binding  
 460 arbitration or otherwise waive rights or responsibilities under  
 461 ss. 320.3201-320.3211.

462 (2) As used in this section, the term "coerce" includes,  
 463 but is not limited to, threatening to terminate, cancel, or not  
 464 renew a manufacturer/dealer agreement without good cause or  
 465 threatening to withhold product lines or delay product delivery  
 466 as an inducement to amending the manufacturer/dealer agreement.

467 Section 10. Section 320.3210, Florida Statutes, is created  
 468 to read:

469 320.3210 Civil dispute resolution; mediation; relief.--

470 (1) A dealer, manufacturer, distributor, or warrantor  
 471 injured by another party's violation of ss. 320.3201-320.3211  
 472 may bring a civil action in circuit court to recover actual  
 473 damages. The court shall award attorney's fees and costs to the  
 474 prevailing party in such an action. Venue for any civil action  
 475 authorized by this section shall exclusively be in the county in

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476 which the dealership is located. In an action involving more  
477 than one dealer, venue may be in any county in which a dealer  
478 that is party to the action is located.

479 (2) (a) Prior to bringing suit under this section, the  
480 party bringing suit for an alleged violation shall serve a  
481 written demand for mediation upon the offending party.

482 (b) The demand for mediation shall be served upon the  
483 offending party via certified mail at the address stated within  
484 the agreement between the parties. In the event of a civil  
485 action between two dealers, the demand shall be mailed to the  
486 address on the dealer's license filed with the department.

487 (c) The demand for mediation shall contain a brief  
488 statement of the dispute and the relief sought by the party  
489 filing the demand.

490 (d) Within 20 days after the date a demand for mediation  
491 is served, the parties shall mutually select an independent  
492 certified mediator and meet with that mediator for the purpose  
493 of attempting to resolve the dispute. The meeting place shall be  
494 in this state in a location selected by the mediator. The  
495 mediator may extend the date of the meeting for good cause shown  
496 by either party or upon stipulation of both parties.

497 (e) The service of a demand for mediation under this  
498 subsection shall stay the time for the filing of any complaint,  
499 petition, protest, or action under ss. 320.3201-320.3211 until  
500 representatives of both parties have met with a mutually  
501 selected mediator for the purpose of attempting to resolve the  
502 dispute. If a complaint, petition, protest, or action is filed  
503 before that meeting, the court shall enter an order suspending

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504 the proceeding or action until the meeting has occurred and may,  
505 upon written stipulation of all parties to the proceeding or  
506 action that they wish to continue to mediate under this  
507 subsection, enter an order suspending the proceeding or action  
508 for as long a period as the court considers appropriate. A  
509 suspension order issued under this paragraph may be revoked upon  
510 motion of any party or upon motion of the court.

511 (f) The parties to the mediation shall bear their own  
512 costs for attorney's fees and divide equally the cost of the  
513 mediator.

514 (3) In addition to the remedies provided in this section  
515 and notwithstanding the existence of any additional remedy at  
516 law, a dealer is authorized to make application to a circuit  
517 court for the grant, upon a hearing and for cause shown, of a  
518 temporary or permanent injunction, or both, restraining any  
519 person from acting as a dealer without being properly licensed  
520 pursuant s. 320.771, from violating or continuing to violate any  
521 of the provisions of ss. 320.3201-320.3211, or from failing or  
522 refusing to comply with the requirements of ss. 320.3201-  
523 320.3211. Such injunction shall be issued without bond. A single  
524 act in violation of the provisions of ss. 320.3201-320.3211  
525 shall be sufficient to authorize the issuance of an injunction.

526 Section 11. Section 320.3211, Florida Statutes, is created  
527 to read:

528 320.3211 Penalties.--

529 (1) The department shall, as it deems necessary, either  
530 suspend or revoke any license issued under s. 320.771 upon a  
531 finding that the dealer violated any provision of ss. 320.3201-

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532 320.3211. The department is authorized to assess, impose, levy,  
533 and collect by legal process fines, in an amount not to exceed  
534 \$1,000 for each violation, against any individual if it finds  
535 that he or she has violated any provision of ss. 320.3201-  
536 320.3211. Such individual is entitled to an administrative  
537 hearing pursuant to chapter 120 to contest the action or fine  
538 levied, or about to be levied, upon him or her.

539 (2) In addition to the civil and administrative remedies,  
540 a person who violates any provision of ss. 320.3201-320.3211  
541 commits a misdemeanor of the second degree, punishable as  
542 provided in s. 775.082 or s. 775.083.

543 Section 12. If any provision of this act or the  
544 application thereof to any person or circumstance is held  
545 invalid, the invalidity shall not affect other provisions or  
546 applications of the act which can be given effect without the  
547 invalid provision or application and, to this end, the  
548 provisions of this act are declared severable.

549 Section 13. This act shall take effect July 1, 2007.