

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

29 denial of compensation; providing for disposition of
 30 warranty claims; prohibiting certain acts by the warrantor
 31 and the dealer; requiring notice of certain pending suits;
 32 creating s. 320.3208, F.S.; providing for inspection and
 33 rejection of a recreational vehicle upon delivery to a
 34 dealer; creating s. 320.3209, F.S.; prohibiting a
 35 manufacturer or distributor from coercing a dealer to
 36 perform certain acts; creating s. 320.3210, F.S.;
 37 providing for resolution when a dealer, manufacturer,
 38 distributor, or warrantor is injured by another party's
 39 violation; authorizing civil action; providing for
 40 mediation; providing for remedies; creating s. 320.3211,
 41 F.S.; providing administrative and criminal penalties for
 42 violations; providing for an administrative hearing to
 43 contest a penalty imposed by the department; amending s.
 44 320.8225, F.S.; providing licensure requirements for
 45 distributors and importers; providing for severability;
 46 providing an effective date.

47
 48 Be It Enacted by the Legislature of the State of Florida:

49
 50 Section 1. Section 320.3201, Florida Statutes, is created
 51 to read:

52 320.3201 Legislative intent.--

53 (1) It is the intent of the Legislature to protect the
 54 public health, safety, and welfare of the residents of the state
 55 by regulating the relationship between recreational vehicle
 56 dealers and manufacturers, maintaining competition, and

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57 providing consumer protection and fair trade.

58 (2) It is the intent of the Legislature that the
59 provisions of this act be applied to manufacturer/dealer
60 agreements entered into on or after October 1, 2007.

61 Section 2. Section 320.3202, Florida Statutes, is created
62 to read:

63 321.3202 Definitions.--As used in ss. 320.3201-320.3211,
64 the term:

65 (1) "Area of sales responsibility" means the geographical
66 area agreed to by the dealer and the manufacturer in the
67 manufacturer/dealer agreement within which the dealer has the
68 exclusive right to display or sell the manufacturer's new
69 recreational vehicles of a particular line-make.

70 (2) "Dealer" means any person, firm, corporation, or
71 business entity licensed or required to be licensed under s.
72 320.771.

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

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

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

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

83 (a) Are identified by a common series trade name or
84 trademark;

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

88 (c) Have lengths and interior floor plans that distinguish
89 the recreational vehicles from other recreational vehicles with
90 substantially the same decor, equipment, features, price, and
91 weight; and

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

95 (7) "Manufacturer" means any person, firm, corporation, or
96 business entity that engages in the manufacturing of
97 recreational vehicles.

98 (8) "Manufacturer/dealer agreement" means a written
99 agreement or contract entered into between a manufacturer and a
100 dealer that fixes the rights and responsibilities of the parties
101 and pursuant to which the dealer sells new recreational
102 vehicles.

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

105 (10) "Recreational vehicle" means the category of motor
106 vehicle described s. 320.01(1)(b).

107 (11) "Transient customer" means a customer who is
108 temporarily traveling through a dealer's area of sales
109 responsibility.

110 (12) "Warrantor" means any person, firm, corporation, or
111 business entity that gives a warranty in connection with a new
112 recreational vehicle or parts, accessories, or components

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113 thereof. The term does not include service contracts, mechanical
114 or other insurance, or extended warranties sold for separate
115 consideration by a dealer or other person not controlled by a
116 manufacturer.

117 Section 3. Section 320.3203, Florida Statutes, is created
118 to read:

119 320.3203 Requirement for a written manufacturer/dealer
120 agreement; area of sales responsibility.--

121 (1) A manufacturer or distributor may not sell a
122 recreational vehicle in this state to or through a dealer
123 without having first entered into a manufacturer/dealer
124 agreement with a dealer which has been signed by both parties.

125 (2) The manufacturer shall designate the area of sales
126 responsibility exclusively assigned to a dealer in the
127 manufacturer/dealer agreement and may not change such area or
128 contract with another dealer for sale of the same line-make in
129 the designated area during the duration of the agreement.

130 (3) The area of sales responsibility may not be reviewed
131 or changed until 1 year after the execution of the
132 manufacturer/dealer agreement.

133 (4) A motor vehicle dealer may not sell a new recreational
134 vehicle in this state without having first entered into a
135 manufacturer/dealer agreement with a manufacturer or distributor
136 and may not sell outside of the area of sales responsibility
137 designated in the agreement.

138 (5) Notwithstanding subsection (4), a dealer may sell
139 outside of its designated area of sales responsibility if the
140 dealer obtains a supplemental license pursuant to s. 320.771(7)

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141 and meets any one of the following conditions:

142 (a) For sales within another dealer's designated area of
143 sales responsibility, the dealer must obtain in advance of the
144 off-premise sale a written agreement signed by the dealer, the
145 manufacturer of the recreational vehicles to be sold at the off-
146 premise sale, and the dealer in whose designated area of sales
147 responsibility the off-premise sale will occur which:

- 148 1. Designates the recreational vehicles to be sold;
149 2. Sets forth the time period for the off-premise sale;

150 and

- 151 3. Affirmatively authorizes the sale of the recreational
152 vehicles.

153 (b) The off-premise sale is not located within any
154 dealer's designated area of sales responsibility and is in
155 conjunction with a public vehicle show.

156 (c) The off-premise sale is in conjunction with a public
157 vehicle show in which more than 35 dealers are participating and
158 the show is predominantly funded by manufacturers. For the
159 purposes of this subsection, the term "public vehicle show"
160 means an event sponsored by an organization approved under s.
161 501(c)(6) of the Internal Revenue Code which has the purpose of
162 promoting the welfare of the recreational vehicle industry and
163 is located at a site that:

- 164 1. Will be used to display and sell recreational vehicles;
165 2. Is not used for off-premise sales for more than 10 days
166 in a calendar year; and
167 3. Is not the location set forth on any dealer's license
168 as its place of business.

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169 Section 4. Section 320.3204, Florida Statutes, is created
170 to read:

171 320.3204 Sales of recreational vehicles by manufacturer or
172 distributor.--Sales of recreational vehicles by a manufacturer
173 or distributor shall be in accordance with published prices,
174 charges, and terms of sale in effect at any given time. The
175 manufacturer shall offer to sell products on the same basis,
176 with respect to all rebates, discounts, and programs, to all
177 competing dealers similarly situated.

178 Section 5. Section 320.3205, Florida Statutes, is created
179 to read:

180 320.3205 Termination, cancellation, and nonrenewal of a
181 manufacturer/dealer agreement.--

182 (1) A manufacturer or distributor, directly or through any
183 officer, agent, or employee, may not terminate, cancel, or fail
184 to renew a manufacturer/dealer agreement without good cause,
185 and, upon renewal, may not require additional inventory stocking
186 requirements or increased retail sales targets in excess of the
187 market growth in the dealer's area of sales responsibility.

188 (a) The manufacturer or distributor has the burden of
189 showing good cause for terminating, canceling, or failing to
190 renew a manufacturer/dealer agreement with a dealer. For
191 purposes of determining whether there is good cause for the
192 proposed action, any of the following factors may be considered:

193 1. The extent of the affected dealer's penetration in the
194 relevant market area.

195 2. The nature and extent of the dealer's investment in its
196 business.

- 197 3. The adequacy of the dealer's service facilities,
 198 equipment, parts, supplies, and personnel.
- 199 4. The effect of the proposed action on the community.
- 200 5. The extent and quality of the dealer's service under
 201 recreational vehicle warranties.
- 202 6. The failure to follow agreed-upon procedures or
 203 standards related to the overall operation of the dealership.
- 204 7. The dealer's performance under the terms of its
 205 manufacturer/dealer agreement.
- 206 (b) Except as otherwise provided in this section, a
 207 manufacturer or distributor shall provide a dealer with at least
 208 120 days' prior written notice of termination, cancellation, or
 209 nonrenewal of the manufacturer/dealer agreement.
- 210 1. The notice must state all reasons for the proposed
 211 termination, cancellation, or nonrenewal and must further state
 212 that if, within 30 days following receipt of the notice, the
 213 dealer provides to the manufacturer or distributor a written
 214 notice of intent to cure all claimed deficiencies, the dealer
 215 will then have 120 days following receipt of the notice to
 216 rectify the deficiencies. If the deficiencies are rectified
 217 within 120 days, the manufacturer's or distributor's notice is
 218 voided. If the dealer fails to provide the notice of intent to
 219 cure the deficiencies in the prescribed time period, the
 220 termination, cancellation, or nonrenewal takes effect 30 days
 221 after the dealer's receipt of the notice unless the dealer has
 222 new and untitled inventory on hand that may be disposed of
 223 pursuant to subsection (3).
- 224 2. The notice period may be reduced to 30 days if the

225 grounds for termination, cancellation, or nonrenewal are due to:

226 a. A dealer or one of its owners being convicted of, or
 227 entering a plea of nolo contendere to, a felony;

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

232 c. A material misrepresentation by the dealer; or

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

235 3. The notice provisions of this paragraph do not apply if
 236 the reason for termination, cancellation, or nonrenewal is
 237 insolvency, the occurrence of an assignment for the benefit of
 238 creditors, or bankruptcy.

239 (2) A dealer may terminate, cancel, or not renew its
 240 manufacturer/dealer agreement with a manufacturer or distributor
 241 with or without cause at any time by giving 30 days' written
 242 notice to the manufacturer. If the termination, cancellation, or
 243 nonrenewal is for cause, the dealer has the burden of showing
 244 good cause. Any of the following items shall be deemed good
 245 cause for the proposed action by a dealer:

246 (a) A manufacturer or one of its subsidiary companies
 247 being convicted of, or entering a plea of nolo contendere to, a
 248 felony.

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

253 (c) A significant misrepresentation by the manufacturer.

254 (d) A material violation of ss. 320.3201-320.3211 which is
 255 not cured within 30 days after written notice by the dealer.

256 (e) A declaration by the manufacturer of bankruptcy,
 257 insolvency, or the occurrence of an assignment for the benefit
 258 of creditors or bankruptcy.

259 (3) If the manufacturer/dealer agreement is terminated,
 260 canceled, or not renewed by the manufacturer or distributor
 261 without cause or by the dealer for cause, the manufacturer
 262 shall, at the election of the dealer and within 30 days after
 263 termination, cancellation, or nonrenewal, repurchase:

264 (a) All recreational vehicles that are classified as "new"
 265 for titling purposes under s. 319.001(8), that were acquired
 266 from the manufacturer or distributor, that have not been used,
 267 except for demonstration purposes, and that have not been
 268 altered or damaged, at 100 percent of the net invoice cost,
 269 including transportation, less applicable rebates and discounts
 270 to the dealer. If any of the vehicles repurchased are damaged,
 271 the amount due to the dealer shall be reduced by the cost to
 272 repair the vehicle. Damage prior to delivery to the dealer will
 273 not disqualify repurchase under this subsection;

274 (b) All undamaged accessories and proprietary parts sold
 275 to the dealer for resale within the 12 months prior to
 276 termination, cancellation, or nonrenewal, if accompanied by the
 277 original invoice, at 105 percent of the original net price paid
 278 to the manufacturer or distributor to compensate the dealer for
 279 handling, packing, and shipping the parts; and

280 (c) Any properly functioning diagnostic equipment, special

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281 tools, current signage, and other equipment and machinery at 100
282 percent of the dealer's net cost plus freight, destination,
283 delivery, and distribution charges and sales taxes, if any, if
284 it was purchased by the dealer within 5 years before
285 termination, cancellation, or nonrenewal and upon the
286 manufacturer's or distributor's request and can no longer be
287 used in the normal course of the dealer's ongoing business. The
288 manufacturer or distributor shall pay the dealer within 30 days
289 after receipt of the returned items.

290 Section 6. Section 320.3206, Florida Statutes, is created
291 to read:

292 320.3206 Transfer of ownership; family succession.--

293 (1) If a dealer desires to make a change in ownership by
294 the sale of the business assets, stock transfer, or otherwise,
295 the dealer shall give the manufacturer or distributor 30 days'
296 written notice before the closing, including all supporting
297 documentation as may be reasonably required by the manufacturer
298 or distributor. The manufacturer or distributor may not refuse
299 consent to the proposed change or sale and may not disapprove or
300 withhold approval of the change or sale unless the manufacturer
301 or distributor can show that its decision is based on the
302 manufacturer's reasonable criteria, which may include the
303 prospective transferee's business experience, moral character,
304 financial qualifications, and any criminal record.

305 (2) If the manufacturer or distributor rejects a proposed
306 change or sale, the manufacturer or distributor shall give
307 written notice of its reasons to the dealer within 30 days after
308 receipt of the dealer's notification and complete documentation.

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309 The manufacturer or distributor has the burden of showing that
310 its rejection of the transfer or sale is reasonable. If the
311 manufacturer or distributor does not give notice of rejection,
312 the change or sale shall be deemed approved.

313 (3) It is unlawful for a manufacturer or distributor to
314 fail to provide a dealer an opportunity to designate, in
315 writing, a family member as a successor to the dealership in the
316 event of the death, incapacity, or retirement of the dealer. It
317 is unlawful to prevent or refuse to honor the succession to a
318 dealership by a family member of the deceased, incapacitated, or
319 retired dealer unless the manufacturer or distributor has
320 provided to the dealer written notice of its objections within
321 30 days after receipt of the dealer's modification of the
322 dealer's succession plan. Grounds for objection include lack of
323 creditworthiness, conviction of a felony, lack of required
324 licenses or business experience, or other condition that makes
325 the succession unreasonable under the circumstances. The
326 manufacturer or distributor has the burden of showing the
327 unreasonableness of the succession. However, a family member may
328 not succeed to a dealership if the succession involves, without
329 the manufacturer's or distributor's consent, a relocation of the
330 business or an alteration of the terms and conditions of the
331 manufacturer/dealer agreement.

332 Section 7. Section 320.3207, Florida Statutes, is created
333 to read:

334 320.3207 Warranty obligations.--

335 (1) Each warrantor shall:

336 (a) Specify in writing to each of its dealer obligations,

337 if any, for preparation, delivery, and warranty service on its
338 products;

339 (b) Compensate the dealer for warranty service required of
340 the dealer by the warrantor; and

341 (c) Provide the dealer the schedule of compensation to be
342 paid and the time allowances for the performance of any work and
343 service.

344

345 The schedule of compensation must include reasonable
346 compensation for diagnostic work as well as warranty labor.

347 (2) Time allowances for the diagnosis and performance of
348 warranty labor must be reasonable for the work to be performed.

349 The warrantor shall authorize the dealer to undertake warranty
350 repairs without prior approval if the repairs require less than
351 3 hours of labor. The compensation of a dealer for warranty
352 labor may not be less than the lowest retail labor rates
353 actually charged by the dealer for like nonwarranty labor as
354 long as such rates are reasonable.

355 (3) The warrantor shall reimburse the dealer for warranty
356 parts at actual wholesale cost plus a minimum 30-percent
357 handling charge and the cost, if any, of freight to return
358 warranty parts to the warrantor.

359 (4) Warranty audits of dealer records may be conducted by
360 the warrantor on a reasonable basis, and dealer claims for
361 warranty compensation may not be denied except for cause, such
362 as performance of nonwarranty repairs, material noncompliance
363 with the warrantor's published policies and procedures, lack of
364 material documentation, fraud, or misrepresentation.

365 (5) The dealer shall submit warranty claims within 45 days
366 after completing work.

367 (6) The dealer shall notify the warrantor verbally or in
368 writing if the dealer is unable to perform material or
369 repetitive warranty repairs as soon as is reasonably possible.

370 (7) The warrantor shall disapprove warranty claims in
371 writing within 45 days after the date of submission by the
372 dealer in the manner and form prescribed by the warrantor.
373 Claims not specifically disapproved in writing within 45 days
374 shall be construed to be approved and must be paid within 60
375 days.

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

378 (a) Fail to perform any of its warranty obligations with
379 respect to its warranted products;

380 (b) Fail to include, in written notices of factory
381 campaigns to recreational vehicle owners and dealers, the
382 expected date by which necessary parts and equipment, including
383 tires and chassis or chassis parts, will be available to dealers
384 to perform the campaign work. The warrantor may ship parts to
385 the dealer to effect the campaign work, and, if such parts are
386 in excess of the dealer's requirements, the dealer may return
387 unused parts to the warrantor for credit after completion of the
388 campaign;

389 (c) Fail to compensate any of its dealers for authorized
390 repairs effected by the dealer of merchandise damaged in
391 manufacture or transit to the dealer, if the carrier is
392 designated by the warrantor, factory branch, distributor, or

393 distributor branch;

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

398 (e) Intentionally misrepresent in any way to purchasers of
 399 recreational vehicles that warranties with respect to the
 400 manufacture, performance, or design of the vehicle are made by
 401 the dealer as warrantor or cowarrantor; or

402 (f) Require the dealer to make warranties to customers in
 403 any manner related to the manufacture of the recreational
 404 vehicle.

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

407 (a) Fail to perform predelivery inspection functions, as
 408 specified by the warrantor, in a competent and timely manner;

409 (b) Fail to perform warranty service work authorized by
 410 the warrantor in a reasonably competent and timely manner on any
 411 transient customer's vehicle of the same line-make; or

412 (c) Misrepresent the terms of any warranty.

413 (10) Notwithstanding the terms of any manufacturer/dealer
 414 agreement, it is a violation of ss. 320.3201-320.3211 for:

415 (a) A warrantor to fail to indemnify and hold harmless its
 416 dealer against any losses or damages to the extent such losses
 417 or damages are caused by the negligence or willful misconduct of
 418 the warrantor. The dealer may not be denied indemnification for
 419 failing to discover, disclose, or remedy a defect in the design
 420 or manufacturing of the recreational vehicle. The dealer shall

421 provide to the warrantor a copy of any suit in which allegations
 422 are made that come within this subsection within 10 days after
 423 receiving such suit.

424 (b) A dealer to fail to indemnify and hold harmless its
 425 warrantor against any losses or damages to the extent such
 426 losses or damages are caused by the negligence or willful
 427 misconduct of the dealer. The warrantor shall provide to the
 428 dealer a copy of any suit in which allegations are made that
 429 come within this subsection within 10 days after receiving such
 430 suit.

431 Section 8. Section 320.3208, Florida Statutes, is created
 432 to read:

433 320.3208 Inspection and rejection by the dealer.--

434 (1) Whenever a new recreational vehicle is damaged prior
 435 to transit to the dealer or is damaged in transit to the dealer
 436 when the carrier or means of transportation has been selected by
 437 the manufacturer or distributor, the dealer shall notify the
 438 manufacturer or distributor of the damage within the timeframe
 439 specified in the manufacturer/dealer agreement and:

440 (a) Request from the manufacturer or distributor
 441 authorization to replace the components, parts, and accessories
 442 damaged or otherwise correct the damage; or

443 (b) Reject the vehicle within the timeframe set forth in
 444 subsection (3).

445
 446 If the manufacturer or distributor refuses or fails to authorize
 447 repair of such damage within 10 days after receipt of
 448 notification or if the dealer rejects the recreational vehicle

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449 because of damage, ownership of the new recreational vehicle
450 reverts to the manufacturer or distributor.

451 (2) The dealer shall exercise due care in custody of the
452 damaged recreational vehicle, but the dealer shall have no other
453 obligations, financial or otherwise, with respect to that
454 recreational vehicle.

455 (3) The timeframe for inspection and rejection by the
456 dealer must be part of the manufacturer/dealer agreement and may
457 not be less than 3 business days after the physical delivery of
458 the recreational vehicle.

459 (4) Any recreational vehicle that has, at the time of
460 delivery to the dealer, an unreasonable amount of miles on its
461 odometer, as determined by the dealer, may be subject to
462 rejection by the dealer and reversion of the vehicle to the
463 manufacturer or distributor.

464 Section 9. Section 320.3209, Florida Statutes, is created
465 to read:

466 320.3209 Coercion of dealer prohibited.--

467 (1) A manufacturer or distributor may not coerce or
468 attempt to coerce a dealer to:

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

470 (b) Enter into an agreement with the manufacturer or
471 distributor;

472 (c) Take any action that is unfair or unreasonable to the
473 dealer; or

474 (d) Enter into an agreement that requires the dealer to
475 submit its disputes to binding arbitration or otherwise waive
476 rights or responsibilities provided under ss. 320.3201-320.3211.

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

482 Section 10. Section 320.3210, Florida Statutes, is created
 483 to read:

484 320.3210 Civil dispute resolution; mediation; relief.--

485 (1) A dealer, manufacturer, distributor, or warrantor
 486 injured by another party's violation of ss. 320.3201-320.3211
 487 may bring a civil action in circuit court to recover actual
 488 damages. The court shall award attorney's fees and costs to the
 489 prevailing party in such action. Venue for any civil action
 490 authorized by this section must exclusively be in the county in
 491 which the dealership is located. In an action involving more
 492 than one dealer, venue may be in any county in which a dealer
 493 who is party to the action is located.

494 (2) Before bringing suit under this section, the party
 495 bringing suit for an alleged violation shall serve a written
 496 demand for mediation upon the offending party.

497 (a) The demand for mediation shall be served upon the
 498 offending party via certified mail at the address stated within
 499 the agreement between the parties. In the event of a civil
 500 action between two dealers, the demand must be mailed to the
 501 address on the dealer's license filed with the department.

502 (b) The demand for mediation must contain a brief
 503 statement of the dispute and the relief sought by the party
 504 filing the demand.

505 (c) Within 20 days after the date a demand for mediation
506 is served, the parties shall mutually select an independent
507 certified mediator and meet with the mediator for the purpose of
508 attempting to resolve the dispute. The meeting place must be in
509 this state in a location selected by the mediator. The mediator
510 may extend the date of the meeting for good cause shown by
511 either party or upon stipulation of both parties.

512 (d) The service of a demand for mediation under this
513 subsection stays the time for the filing of any complaint,
514 petition, protest, or action under ss. 320.3201-320.3211 until
515 representatives of both parties have met with a mutually
516 selected mediator for the purpose of attempting to resolve the
517 dispute. If a complaint, petition, protest, or action is filed
518 before that meeting, the court shall enter an order suspending
519 the proceeding or action until the meeting has occurred and may,
520 upon written stipulation of all parties to the proceeding or
521 action that they wish to continue to mediate under this
522 subsection, enter an order suspending the proceeding or action
523 for as long a period as the court considers appropriate. A
524 suspension order issued under this paragraph may be revoked by
525 the court.

526 (e) The parties to the mediation shall bear their own
527 costs for attorney's fees and divide equally the cost of the
528 mediator.

529 (3) In addition to the remedies provided in this section
530 and notwithstanding the existence of any additional remedy at
531 law, a dealer or manufacturer may apply to a circuit court for
532 the grant, upon a hearing and for cause shown, of a temporary or

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533 permanent injunction, or both, restraining any person from
534 acting as a dealer, manufacturer, distributor, or importer
535 without being properly licensed pursuant to this chapter, from
536 violating or continuing to violate any of the provisions of ss.
537 320.3201-320.3211, or from failing or refusing to comply with
538 the requirements of ss. 320.3201-320.3211. Such injunction shall
539 be issued without bond. A single act in violation of the
540 provisions of ss. 320.3201-320.3211 is sufficient to authorize
541 the issuance of an injunction.

542 Section 11. Section 320.3211, Florida Statutes, is created
543 to read:

544 320.3211 Penalties.--

545 (1) The department may suspend or revoke any license
546 issued under s. 320.771 upon a finding that the dealer,
547 manufacturer, or distributor violated any provision of ss.
548 320.3201-320.3211. The department may impose, levy, and collect
549 by legal process fines, in an amount not to exceed \$1,000 for
550 each violation, against any person if it finds that such person
551 has violated any provision of ss. 320.3201-320.3211. Such person
552 is entitled to an administrative hearing pursuant to chapter 120
553 to contest the action or fine levied, or about to be levied,
554 against the person.

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

559 Section 12. Section 320.8225, Florida Statutes, is amended
560 to read:

561 320.8225 Mobile home and recreational vehicle
 562 manufacturer, distributor, and importer license ~~manufacturer's~~
 563 ~~license~~.--

564 (1) LICENSE REQUIRED.--Any person who engages in the
 565 business of a mobile home manufacturer or a recreational vehicle
 566 manufacturer, distributor, or importer in this state, or who
 567 manufactures mobile homes or recreational vehicles out of state
 568 which are ultimately offered for sale in this state, shall
 569 obtain annually a license for each factory location in this
 570 state and for each factory location out of state which
 571 manufactures mobile homes or recreational vehicles for sale in
 572 this state, prior to distributing or importing mobile homes or
 573 recreational vehicles for sale in this state.

574 (2) APPLICATION.--The application for a license must ~~shall~~
 575 be in the form prescribed by the department and ~~shall~~ contain
 576 sufficient information to disclose the identity, location, and
 577 responsibility of the applicant. The application must ~~shall~~ also
 578 include a copy of the warranty and a complete statement of any
 579 service agreement or policy to be utilized by the applicant, any
 580 information relating to the applicant's solvency and financial
 581 standing, and any other pertinent matter commensurate with
 582 safeguarding the public. The department may prescribe an
 583 abbreviated application for renewal of a license if the licensee
 584 has had previously filed an initial application pursuant to this
 585 section. The application for renewal must ~~shall~~ include any
 586 information necessary to make ~~bring~~ current the information
 587 required in the initial application.

588 (3) FEES.--Upon submitting an ~~making~~ initial application,

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589 the applicant shall pay to the department a fee of \$300. Upon
 590 submitting a ~~making~~ renewal application, the applicant shall pay
 591 to the department a fee of \$100. Any applicant for renewal who
 592 fails ~~has failed~~ to submit his or her renewal application by
 593 October 1 shall pay a renewal application fee equal to the
 594 original application fee. No fee is refundable. All fees must
 595 ~~shall~~ be deposited into the General Revenue Fund.

596 (4) NONRESIDENT.--Any person applying for a license who is
 597 not a resident of this state must designate ~~shall have~~
 598 ~~designated~~ an agent for service of process pursuant to s.
 599 48.181.

600 (5) REQUIREMENT OF ASSURANCE.--

601 (a) Annually, prior to the receipt of a license to
 602 manufacture mobile homes, the applicant or licensee shall submit
 603 a surety bond, cash bond, or letter of credit from a financial
 604 institution, or a proper continuation certificate, sufficient to
 605 assure satisfaction of claims against the licensee for failure
 606 to comply with appropriate code standards, failure to provide
 607 warranty service, or violation of any provisions of this
 608 section. The amount of the surety bond, cash bond, or letter of
 609 credit must ~~shall~~ be \$50,000. Only one surety bond, cash bond,
 610 or letter of credit shall be required for each manufacturer,
 611 regardless of the number of factory locations. The surety bond,
 612 cash bond, or letter of credit must ~~shall~~ be to the department,
 613 in favor of any retail customer who suffers a ~~shall suffer~~ loss
 614 arising out of noncompliance with code standards or failure to
 615 honor or provide warranty service. The department may ~~shall have~~
 616 ~~the right to~~ disapprove any bond or letter of credit that does

617 not provide assurance as provided in this section.

618 (b) Annually, prior to the receipt of a license to
619 manufacture, distribute, or import recreational vehicles, the
620 applicant or licensee shall submit a surety bond, or a proper
621 continuation certificate, sufficient to assure satisfaction of
622 claims against the licensee for failure to comply with
623 appropriate code standards, failure to provide warranty service,
624 or violation of any provisions of this section. The amount of
625 the surety bond must ~~shall~~ be \$10,000 per year. The surety bond
626 must ~~shall~~ be to the department, in favor of any retail customer
627 who suffers ~~shall suffer~~ loss arising out of noncompliance with
628 code standards or failure to honor or provide warranty service.
629 The department may ~~shall have the right to~~ disapprove any bond
630 that ~~which~~ does not provide assurance as provided in this
631 section.

632 (c) The department shall adopt rules pursuant to chapter
633 120 relating to ~~consistent with this section in~~ providing
634 assurance of satisfaction of claims under this section.

635 (d) The department shall, upon denial, suspension, or
636 revocation of any license, notify the surety company of the
637 licensee, in writing, that the license has been denied,
638 suspended, or revoked and shall state the reason for such
639 denial, suspension, or revocation.

640 (e) Any surety company that ~~which~~ pays any claim against
641 the bond of any licensee shall notify the department, in
642 writing, that it has paid such a claim and shall state the
643 amount of the claim.

644 (f) Any surety company that ~~which~~ cancels the bond of any

645 licensee shall notify the department, in writing, of such
 646 cancellation, giving reason for the cancellation.

647 (6) LICENSE YEAR.--A license issued to a mobile home
 648 manufacturer or a recreational vehicle manufacturer,
 649 distributor, or importer entitles the licensee to conduct ~~the~~
 650 ~~business of a mobile home or recreational vehicle manufacturer~~
 651 for a period of 1 year from October 1 preceding the date of
 652 issuance.

653 (7) DENIAL OF LICENSE.--The department may deny a mobile
 654 home manufacturer or a recreational vehicle manufacturer,
 655 distributor, or importer ~~manufacturer's~~ license on the ground
 656 that:

657 (a) The applicant has made a material misstatement in his
 658 or her application for a license.

659 (b) The applicant has failed to comply with any applicable
 660 provision of this chapter.

661 (c) The applicant has failed to provide warranty service.

662 (d) The applicant or one or more of his or her principals
 663 or agents has violated any law, rule, or regulation relating to
 664 the manufacture or sale of mobile homes or recreational
 665 vehicles.

666 (e) The department has proof of the ~~unfitness~~ of the
 667 applicant.

668 (f) The applicant or licensee has engaged in previous
 669 conduct in any state which would have been a ground for
 670 revocation or suspension of a license in this state.

671 (g) The applicant or licensee has violated any provision
 672 of the ~~provisions of the~~ National Mobile Home Construction and

673 Safety Standards Act of 1974 or any related rule or regulation
 674 adopted by ~~of~~ the Department of Housing and Urban Development
 675 ~~promulgated thereunder.~~

676
 677 Upon denial of a license, the department shall notify the
 678 applicant within 10 days, stating in writing its grounds for
 679 denial. The applicant is entitled to an administrative ~~a public~~
 680 hearing and may request that such hearing be held within 45 days
 681 of denial of the license. All proceedings must ~~shall~~ be pursuant
 682 to chapter 120.

683 (8) REVOCATION OR SUSPENSION OF LICENSE.--The department
 684 shall suspend or, in the case of a subsequent offense, shall
 685 revoke any license upon a finding that the licensee violated any
 686 provision of this chapter or any other law of this state
 687 regarding the manufacture, warranty, or sale of mobile homes or
 688 recreational vehicles. The department may reinstate the license
 689 if it ~~When any license has been revoked or suspended by the~~
 690 ~~department, it may be reinstated if the department~~ finds that
 691 the former licensee has complied with all applicable
 692 requirements of this chapter and an application for a license is
 693 refiled pursuant to this section.

694 (9) CIVIL PENALTIES; PROCEDURE.--~~In addition to the~~
 695 ~~exercise of other powers provided in this section,~~ The
 696 department is authorized to assess, impose, levy, and collect by
 697 legal process a civil penalty, in an amount not to exceed \$1,000
 698 for each violation, against any licensee if it finds that a
 699 licensee has violated any provision of this section or has
 700 violated any other law of this state having to do with dealing

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701 in motor vehicles. A ~~Any~~ licensee is ~~shall be~~ entitled to a
702 hearing pursuant to chapter 120 ~~should the licensee wish to~~
703 contest the fine levied, or about to be levied, upon him or her.

704 Section 13. If any provision of this act or the
705 application thereof to any person or circumstance is held
706 invalid, the invalidity does not affect other provisions or
707 applications of the act which can be given effect without the
708 invalid provision or application and, to this end, the
709 provisions of this act are severable.

710 Section 14. This act shall take effect October 1, 2007.