

1 responsibilities; providing requirements for
2 compensation of the dealer; authorizing
3 warranty audits by the warrantor; requiring
4 cause for denial of compensation; providing for
5 disposition of warranty claims; prohibiting
6 certain acts by the warrantor and the dealer;
7 requiring notice of certain pending suits;
8 creating s. 320.3208, F.S.; providing for
9 inspection and rejection of a recreational
10 vehicle upon delivery to a dealer; creating s.
11 320.3209, F.S.; prohibiting a manufacturer or
12 distributor from coercing a dealer to perform
13 certain acts; creating s. 320.3210, F.S.;
14 providing for resolution when a dealer,
15 manufacturer, distributor, or warrantor is
16 injured by another party's violation;
17 authorizing civil action; providing for
18 mediation; providing for remedies; creating s.
19 320.3211, F.S.; providing administrative and
20 criminal penalties for violations; providing
21 for an administrative hearing to contest a
22 penalty imposed by the department; providing
23 for severability; providing an effective date.

24
25 Be It Enacted by the Legislature of the State of Florida:

26
27 Section 1. Section 320.3201, Florida Statutes, is
28 created to read:

29 320.3201 Legislative intent.--It is the intent of the
30 Legislature to protect the public health, safety, and welfare
31 of the citizens of the state by regulating the relationship

1 between recreational vehicle dealers and manufacturers,
2 maintaining competition, and providing consumer protection and
3 fair trade.

4 Section 2. Section 320.3202, Florida Statutes, is
5 created to read:

6 320.3202 Definitions.--As used in ss.
7 320.3201-320.3211, the term:

8 (1) "Area of sales responsibility" means the
9 geographical area agreed to by the dealer and the manufacturer
10 in the manufacturer/dealer agreement in which the dealer has
11 the exclusive right to display or sell the manufacturer's new
12 recreational vehicles of a particular line-make.

13 (2) "Dealer" means any person, firm, corporation, or
14 business entity licensed or required to be licensed pursuant
15 to s. 320.771.

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

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

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

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

27 (a) Are identified by a common series trade name or
28 trademark;

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

1 (c) Have lengths and interior floor plans that
2 distinguish the recreational vehicles from recreational
3 vehicles with substantially the same decor, equipment,
4 features, price, and weight; and

5 (d) Belong to a single, distinct classification of
6 recreational vehicle product type having a substantial degree
7 of commonality in the construction of the chassis, frame, and
8 body.

9 (7) "Manufacturer" means any person, firm,
10 corporation, or business entity that engages in the
11 manufacturing of recreational vehicles.

12 (8) "Manufacturer/dealer agreement" means a written
13 agreement or contract entered into between a manufacturer and
14 a dealer which fixes the rights and responsibilities of the
15 parties and pursuant to which the dealer sells new
16 recreational vehicles.

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

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

21 (11) "Transient customer" means a customer who is
22 temporarily traveling through a dealer's area of sales
23 responsibility.

24 (12) "Warrantor" means any person, firm, corporation,
25 or business entity that gives a warranty in connection with a
26 new recreational vehicle or parts, accessories, or components
27 thereof. Such term does not include service contracts,
28 mechanical or other insurance, or extended warranties sold for
29 separate consideration by a dealer or other person not
30 controlled by a manufacturer.

31

1 Section 3. Section 320.3203, Florida Statutes, is
2 created to read:

3 320.3203 Requirement for a written manufacturer/dealer
4 agreement; area of sales responsibility.--

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

9 (2) The manufacturer shall designate in the
10 manufacturer/dealer agreement the area of sales responsibility
11 exclusively assigned to a dealer and shall not change such
12 area or establish another dealer for the same line-make in
13 such area during the duration of the agreement.

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

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

21 (5)(a) Notwithstanding subsection (4), a dealer may
22 sell outside of its designated area of responsibility if the
23 dealer obtains a supplemental license pursuant to s.
24 320.771(7) and meets one of the following conditions:

25 1. For sales within another dealer's designated area
26 of sales responsibility, the dealer must obtain in advance of
27 the off-premise sale a written agreement signed by the dealer,
28 the manufacturer of the recreational vehicles to be sold at
29 the off-premise sale, and the dealer in whose designated area
30 of sales responsibility the off-premise sale will occur. The
31 written agreement must:

- 1 a. Designate the recreational vehicles to be sold;
2 b. Set forth the time period for the off-premise sale;
3 and
4 c. Affirmatively authorize the sale of the
5 recreational vehicles.

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

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

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

17 1. That will be used to display and sell recreational
18 vehicles;

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

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

23 Section 4. Section 320.3204, Florida Statutes, is
24 created to read:

25 320.3204 Sales of recreational vehicles by
26 manufacturer or distributor.--Sales of recreational vehicles
27 by manufacturers or distributors shall be in accordance with
28 published prices, charges, and terms of sale in effect at any
29 given time. The manufacturer must sell products on the same
30 basis, with respect to all rebates, discounts, and programs,
31 to all competing dealers similarly situated.

1 Section 5. Section 320.3205, Florida Statutes, is
2 created to read:

3 320.3205 Termination, cancellation, and nonrenewal of
4 a manufacturer/dealer agreement.--

5 (1)(a) A manufacturer, directly or through any
6 officer, agent, or employee, may not terminate, cancel, or
7 fail to renew a manufacturer/dealer agreement without good
8 cause, and, upon renewal, may not require additional inventory
9 stocking requirements or increased retail sales targets in
10 excess of the market growth in the dealer's area of
11 responsibility.

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

16 1. The extent of the affected dealer's penetration in
17 the relevant market area.

18 2. The nature and extent of the dealer's investment in
19 its business.

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

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

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

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

27 7. The dealer's performance under the terms of its
28 manufacturer/dealer agreement.

29 (c) Except as provided in this section, a manufacturer
30 shall provide a dealer at least 120 days' prior written notice
31

1 of termination, cancellation, or nonrenewal of the
2 manufacturer/dealer agreement.

3 1. The notice shall state all reasons for termination,
4 cancellation, or nonrenewal and shall further state that if,
5 within 30 days following receipt of the manufacturer's notice,
6 the dealer provides to the manufacturer a written notice of
7 intent to cure all claimed deficiencies, the dealer will then
8 have 120 days after the date of the manufacturer's notice to
9 rectify the deficiencies. If the deficiencies are rectified
10 within 120 days, the manufacturer's notice shall be void. If
11 the dealer fails to provide the notice of intent to cure
12 deficiencies in the prescribed time period, the termination,
13 cancellation, or nonrenewal shall take effect 30 days after
14 the dealer's receipt of the manufacturer's notice unless the
15 dealer has new and untitled inventory on hand.

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

19 a. Conviction of or plea of nolo contendere to a
20 felony of a dealer or one of its owners;

21 b. The abandonment or closing of the business
22 operations of the dealer for 10 consecutive business days
23 unless the closing is due to an act of God, strike, labor
24 difficulty, or other cause over which the dealer has no
25 control;

26 c. A significant misrepresentation by the dealer; or

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

29 3. The notice provisions of this paragraph shall not
30 apply if the reason for termination, cancellation, or
31

1 nonrenewal is insolvency, the occurrence of an assignment for
2 the benefit of creditors, or bankruptcy.

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

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

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

15 (c) A significant misrepresentation by the
16 manufacturer.

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

18 (e) A declaration by the manufacturer of bankruptcy,
19 insolvency, or the occurrence of an assignment for the benefit
20 of creditors or bankruptcy.

21 (3) If the manufacturer/dealer agreement is
22 terminated, canceled, or not renewed by the manufacturer or by
23 the dealer for cause, the manufacturer shall, at the election
24 of the dealer and within 30 days of termination, cancellation,
25 or nonrenewal, repurchase:

26 (a) All new motor vehicles, as defined by s.
27 319.001(8), acquired from the manufacturer which have not been
28 used except for demonstration purposes, altered, or damaged at
29 100 percent of the net invoice cost, including transportation,
30 less applicable rebates and discounts to the dealer. In the
31 event any of the vehicles repurchased are damaged, the amount

1 due to the dealer shall be reduced by the cost to repair the
2 vehicle. Damage prior to delivery to the dealer will not
3 disqualify repurchase under this subsection;

4 (b) All current and undamaged manufacturer's
5 accessories and proprietary parts sold to the dealer for
6 resale, if accompanied by the original invoice, at 105 percent
7 of the original net price paid to the manufacturer to
8 compensate the dealer for handling, packing, and shipping the
9 parts; and

10 (c) Any functioning diagnostic equipment, special
11 tools, current signage, and other equipment and machinery at
12 100 percent of the dealer's net cost plus freight,
13 destination, delivery, and distribution charges and sales
14 taxes, if any, provided it was purchased by the dealer within
15 5 years before termination and upon the manufacturer's request
16 and can no longer be used in the normal course of the dealer's
17 ongoing business. The manufacturer shall pay the dealer within
18 30 days after receipt of the returned items.

19 Section 6. Section 320.3206, Florida Statutes, is
20 created to read:

21 320.3206 Transfer of ownership; family succession.--

22 (1) If a dealer desires to make a change in its
23 ownership by the sale of the business assets, stock transfer,
24 or otherwise, the dealer must give the manufacturer 30 days'
25 written notice before the closing, including all supporting
26 documentation as may be reasonably required by the
27 manufacturer. The manufacturer shall not refuse consent to the
28 proposed change or sale and may not disapprove or withhold
29 approval of the change or sale unless the manufacturer can
30 show that its decision is based on the manufacturer's
31 reasonable criteria, which may include the prospective

1 transferee's business experience, moral character, financial
2 qualifications, and any criminal record.

3 (2) If the manufacturer rejects a proposed change or
4 sale, the manufacturer shall give written notice of its
5 reasons to the dealer within 30 days after receipt of the
6 dealer's notification and complete documentation. If the
7 manufacturer does not give notice of rejection, the change or
8 sale shall be deemed approved.

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

11 (4) It is unlawful for any manufacturer to fail to
12 provide a dealer an opportunity to designate, in writing, a
13 family member as a successor to the dealership in the event of
14 the death, incapacity, or retirement of the dealer. It shall
15 be unlawful to prevent or refuse to honor the succession to a
16 dealership by a family member of the deceased, incapacitated,
17 or retired dealer unless the manufacturer has provided to the
18 dealer written notice of its objections. Grounds for objection
19 shall be lack of creditworthiness, conviction of a felony,
20 lack of required licenses or business experience, or other
21 condition that makes the succession unreasonable under the
22 circumstances. The manufacturer has the burden of showing the
23 unreasonableness of the succession. However, no family member
24 may succeed to a dealership if the succession involves,
25 without the manufacturer's consent, a relocation of the
26 business or an alteration of the terms and conditions of the
27 manufacturer/dealer agreement.

28 Section 7. Section 320.3207, Florida Statutes, is
29 created to read:

30 320.3207 Warranty obligations.--
31

1 (1) Each warrantor shall specify in writing to each of
2 its dealers obligations, if any, for preparation, delivery,
3 and warranty service on its products; compensate the dealer
4 for warranty service required of the dealer by the warrantor;
5 and provide the dealer the schedule of compensation to be paid
6 and the time allowances for the performance of such work and
7 service. In no event shall the schedule of compensation fail
8 to include reasonable compensation for diagnostic work as well
9 as warranty labor.

10 (2) Time allowances for the diagnosis and performance
11 of warranty labor shall be reasonable for the work to be
12 performed. The manufacturer shall authorize the dealer to
13 undertake warranty repairs without prior approval if the
14 repairs require less than 3 hours of labor. In no event shall
15 the compensation of a dealer for warranty labor be less than
16 the lowest retail labor rates actually charged by the dealer
17 for like nonwarranty labor as long as such rates are
18 reasonable.

19 (3) The warrantor shall reimburse the dealer for
20 warranty parts at actual wholesale cost plus a minimum
21 30-percent handling charge and the cost, if any, of freight to
22 return warranty parts to the warrantor.

23 (4) Warranty audits of dealer records may be conducted
24 by the warrantor on a reasonable basis, and dealer claims for
25 warranty compensation shall not be denied except for cause,
26 such as performance of nonwarranty repairs, material
27 noncompliance with warrantor's published policies and
28 procedures, lack of material documentation, fraud, or
29 misrepresentation.

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

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

4 (7) The warrantor must disapprove warranty claims in
5 writing within 30 days after the date of submission by the
6 dealer in the manner and form prescribed by the warrantor.
7 Claims not specifically disapproved in writing within 30 days
8 shall be construed to be approved and must be paid within 45
9 days.

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

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

14 (b) Fail to include, in written notices of factory
15 campaigns to recreational vehicle owners and dealers, the
16 expected date by which necessary parts and equipment,
17 including tires and chassis or chassis parts, will be
18 available to dealers to perform the campaign work. The
19 manufacturer may ship parts to the dealer to effect the
20 campaign work, and, if such parts are in excess of the
21 dealer's requirements, the dealer may return unused parts to
22 the manufacturer for credit after completion of the campaign;

23 (c) Fail to compensate any of its dealers for
24 authorized repairs effected by the dealer of merchandise
25 damaged in manufacture or transit to the dealer, if the
26 carrier is designated by the manufacturer, factory branch,
27 distributor, or distributor branch;

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

1 (e) Intentionally misrepresent in any way to
2 purchasers of recreational vehicles that warranties with
3 respect to the manufacture, performance, or design of the
4 vehicle are made by the dealer either as warrantor or
5 cowarrantor; or

6 (f) Require the dealer to make warranties to customers
7 in any manner related to the manufacture of the recreational
8 vehicle.

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

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

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

17 (c) Misrepresent the terms of any warranty.

18 (10)(a) Notwithstanding the terms of any
19 manufacturer/dealer agreement, it is a violation of ss.
20 320.3201-320.3211 for any warrantor to fail to indemnify and
21 hold harmless its dealer against any losses or damages to the
22 extent such losses or damages are caused by the negligence or
23 willful misconduct of the warrantor. The dealer shall not be
24 denied indemnification for failing to discover, disclose, or
25 remedy a defect in the design or manufacturing of the
26 recreational vehicle. The dealer shall provide to the
27 warrantor a copy of any suit in which allegations are made
28 that come within this subsection within 10 days after
29 receiving such suit.

30 (b) Notwithstanding the terms of any
31 manufacturer/dealer agreement, it is a violation of ss.

1 320.3201-320.3211 for any dealer to fail to indemnify and hold
2 harmless its warrantor against any losses or damages to the
3 extent such losses or damages are caused by the negligence or
4 willful misconduct of the dealer. The warrantor shall provide
5 to the dealer a copy of pending suits in which allegations are
6 made that come within this subsection within 10 days after
7 receiving such suit.

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

10 320.3208 Inspection and rejection by the dealer.--

11 (1) Whenever a new recreational vehicle is damaged
12 prior to transit to the dealer or is damaged in transit to the
13 dealer when the carrier or means of transportation has been
14 selected by the manufacturer or distributor, the dealer shall:

15 (a) Notify the manufacturer or distributor of the
16 damage by the next business day after the date of delivery of
17 the new recreational vehicle to the dealer or within such
18 additional time as specified in the manufacturer/dealer
19 agreement; and

20 (b) Either:

21 1. Request from the manufacturer or distributor
22 authorization to replace the components, parts, and
23 accessories damaged or otherwise correct the damage; or

24 2. Reject the vehicle within the timeframe set forth
25 in subsection (3).

26
27 If the manufacturer or distributor refuses or fails to
28 authorize repair of such damage within 10 days after receipt
29 of notification or if the dealer rejects the recreational
30 vehicle because of damage, ownership of the new recreational
31 vehicle shall revert to the manufacturer or distributor.

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

5 (3) The timeframe for inspection and rejection by the
6 dealer shall be part of the manufacturer/dealer agreement and
7 shall not be less than 3 business days after the physical
8 delivery of the recreational vehicle.

9 (4) Any recreational vehicle that has, at the time of
10 delivery to the dealer, an unreasonable amount of miles on its
11 odometer, as determined by the dealer, may be subject to
12 rejection by the dealer and reversion of the vehicle to the
13 manufacturer or distributor.

14 Section 9. Section 320.3209, Florida Statutes, is
15 created to read:

16 320.3209 Coercion of dealer prohibited.--

17 (1) A manufacturer or distributor may not coerce or
18 attempt to coerce a dealer to:

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

20 (b) Enter into an agreement with the manufacturer or
21 distributor;

22 (c) Take any action which is unfair or unreasonable to
23 the dealer; or

24 (d) Require a dealer to enter into an agreement that
25 requires the dealer to submit its disputes to binding
26 arbitration or otherwise waive rights or responsibilities
27 under ss. 320.3201-320.3211.

28 (2) As used in this section, the term "coerce"
29 includes, but is not limited to, threatening to terminate,
30 cancel, or not renew a manufacturer/dealer agreement without
31 good cause or threatening to withhold product lines or delay

1 product delivery as an inducement to amending the
2 manufacturer/dealer agreement.

3 Section 10. Section 320.3210, Florida Statutes, is
4 created to read:

5 320.3210 Civil dispute resolution; mediation;
6 relief.--

7 (1) A dealer, manufacturer, distributor, or warrantor
8 injured by another party's violation of ss. 320.3201-320.3211
9 may bring a civil action in circuit court to recover actual
10 damages. The court shall award attorney's fees and costs to
11 the prevailing party in such an action. Venue for any civil
12 action authorized by this section shall exclusively be in the
13 county in which the dealership is located. In an action
14 involving more than one dealer, venue may be in any county in
15 which a dealer that is party to the action is located.

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

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

25 (c) The demand for mediation shall contain a brief
26 statement of the dispute and the relief sought by the party
27 filing the demand.

28 (d) Within 20 days after the date a demand for
29 mediation is served, the parties shall mutually select an
30 independent certified mediator and meet with that mediator for
31 the purpose of attempting to resolve the dispute. The meeting

1 place shall be in this state in a location selected by the
2 mediator. The mediator may extend the date of the meeting for
3 good cause shown by either party or upon stipulation of both
4 parties.

5 (e) The service of a demand for mediation under this
6 subsection shall stay the time for the filing of any
7 complaint, petition, protest, or action under ss.
8 320.3201-320.3211 until representatives of both parties have
9 met with a mutually selected mediator for the purpose of
10 attempting to resolve the dispute. If a complaint, petition,
11 protest, or action is filed before that meeting, the court
12 shall enter an order suspending the proceeding or action until
13 the meeting has occurred and may, upon written stipulation of
14 all parties to the proceeding or action that they wish to
15 continue to mediate under this subsection, enter an order
16 suspending the proceeding or action for as long a period as
17 the court considers appropriate. A suspension order issued
18 under this paragraph may be revoked upon motion of any party
19 or upon motion of the court.

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

23 (3) In addition to the remedies provided in this
24 section and notwithstanding the existence of any additional
25 remedy at law, a dealer is authorized to make application to a
26 circuit court for the grant, upon a hearing and for cause
27 shown, of a temporary or permanent injunction, or both,
28 restraining any person from acting as a dealer without being
29 properly licensed pursuant s. 320.771, from violating or
30 continuing to violate any of the provisions of ss.
31 320.3201-320.3211, or from failing or refusing to comply with

1 the requirements of ss. 320.3201-320.3211. Such injunction
2 shall be issued without bond. A single act in violation of the
3 provisions of ss. 320.3201-320.3211 shall be sufficient to
4 authorize the issuance of an injunction.

5 Section 11. Section 320.3211, Florida Statutes, is
6 created to read:

7 320.3211 Penalties.--

8 (1) The department shall, as it deems necessary,
9 either suspend or revoke any license issued under s. 320.771
10 upon a finding that the dealer violated any provision of ss.
11 320.3201-320.3211. The department is authorized to assess,
12 impose, levy, and collect by legal process fines, in an amount
13 not to exceed \$1,000 for each violation, against any
14 individual if it finds that he or she has violated any
15 provision of ss. 320.3201-320.3211. Such individual is
16 entitled to an administrative hearing pursuant to chapter 120
17 to contest the action or fine levied, or about to be levied,
18 upon him or her.

19 (2) In addition to the civil and administrative
20 remedies, a person who violates any provision of ss.
21 320.3201-320.3211 commits a misdemeanor of the second degree,
22 punishable as provided in s. 775.082 or s. 775.083.

23 Section 12. If any provision of this act or the
24 application thereof to any person or circumstance is held
25 invalid, the invalidity shall not affect other provisions or
26 applications of the act which can be given effect without the
27 invalid provision or application and, to this end, the
28 provisions of this act are declared severable.

29 Section 13. This act shall take effect July 1, 2007.
30
31