

1                                   A bill to be entitled  
2           An act relating to business filings; amending  
3           s. 608.406, F.S.; deleting certain authorized  
4           words or abbreviations in limited liability  
5           company names; requiring a company name to be  
6           distinguishable on records maintained by the  
7           Division of Corporations of the Department of  
8           State; providing exceptions; deleting a  
9           name-recording requirement for the department;  
10          providing for nonapplication of certain  
11          requirements relating to distinguishability of  
12          company names in certain records under certain  
13          circumstances; amending s. 608.407, F.S.;  
14          requiring the name of a limited liability  
15          company in the company's articles of  
16          organization to satisfy certain requirements;  
17          repealing s. 15.091, F.S., relating to  
18          processing fees for filings of financial  
19          statements and other written documents under  
20          the Uniform Commercial Code; amending s.  
21          671.101, F.S.; providing scope of chapter and a  
22          short title; amending s. 671.102, F.S.;  
23          authorizing certain timeframes to be fixed by  
24          agreement; amending s. 671.106, F.S.; making  
25          editorial changes; amending s. 671.107, F.S.;  
26          providing for the discharge of a claim or right  
27          under certain circumstances; amending s.  
28          671.201, F.S.; providing, revising, and  
29          deleting definitions; amending ss. 671.202 and  
30          671.203, F.S.; making editorial changes;  
31          amending s. 671.204, F.S.; revising criteria

1 determining when an action is taken within a  
2 reasonable time and seasonably; amending s.  
3 671.205, F.S.; defining "course of  
4 performance"; revising the definition of  
5 "course of dealing"; providing that course of  
6 performance and course of dealing may be used  
7 for certain purposes; revising uses for express  
8 terms of an agreement; specifying when course  
9 of performance, course of dealing, or usage of  
10 trade prevails; providing that course of  
11 performance is relevant to show a waiver or  
12 modification in certain circumstances;  
13 repealing s. 671.206, F.S., relating to statute  
14 of frauds for kinds of personal property not  
15 otherwise covered; amending s. 671.208, F.S.;  
16 making editorial changes; creating s. 671.209,  
17 F.S.; providing definitions; specifying when  
18 notice, knowledge, or notification becomes  
19 effective with the exercise of due diligence;  
20 creating s. 671.21, F.S.; providing that  
21 whenever the code creates certain presumptions,  
22 the trier of fact must find the existence of  
23 the fact presumed unless evidence is introduced  
24 which supports a finding of its nonexistence;  
25 creating s. 671.211, F.S.; providing in what  
26 instances a person gives value for rights;  
27 creating s. 671.212, F.S.; providing that the  
28 code modifies, limits, and supersedes certain  
29 provisions of the federal Electronic Signatures  
30 in Global and National Commerce Act; creating  
31 s. 671.213, F.S.; authorizing the subordination

1 of certain obligations; authorizing the  
 2 registry to use the fees collected to fund its  
 3 operations; amending s. 679.525, F.S.; deleting  
 4 the filing fees for electronically filing a  
 5 financing statement or an amendment thereto;  
 6 amending ss. 559.9232, 563.022, 668.50,  
 7 670.106, 670.204, 675.102, 680.518, 680.519,  
 8 680.527, and 680.528, F.S.; conforming  
 9 cross-references; amending s. 713.901, F.S.;  
 10 specifying fees under the Florida Uniform  
 11 Federal Lien Registration Act previously  
 12 provided through cross-reference; deleting a  
 13 cross-reference to conform to changes made by  
 14 the act; providing an effective date.

15  
 16 Be It Enacted by the Legislature of the State of Florida:

17  
 18 Section 1. Section 608.406, Florida Statutes, is  
 19 amended to read:

20 608.406 Limited liability company name.--

21 (1) A limited liability company name:

22 (a) Must contain the words "limited liability company"

23 ~~or "limited company," or the abbreviation abbreviations~~

24 "L.L.C." ~~or "L.C.," or the designation designations "LLC" ~~or~~~~

25 ~~"LC"~~ as the last words of the name of every limited liability

26 company formed under the provisions of this chapter. The word

27 "limited" may be abbreviated as "Ltd.," and the word "company"

28 may be abbreviated as "Co." Omission of the words "limited

29 liability company" ~~or "limited company," the abbreviation~~

30 ~~abbreviations "L.L.C." ~~or "L.C.," or the designation~~~~

31 ~~designations "LLC" ~~or "LC"~~~~ in the use of the name of the

1 limited liability company shall render any person who  
2 knowingly participates in the omission, or knowingly  
3 acquiesces in the omission, liable for any indebtedness,  
4 damage, or liability caused by the omission.

5 (b) May not contain language stating or implying that  
6 the limited liability company is organized for a purpose other  
7 than that permitted in this chapter and its articles of  
8 organization.

9 (c) May not contain language stating or implying that  
10 the limited liability company is connected with a state or  
11 federal government agency or a corporation or other entity  
12 chartered under the laws of the United States.

13 (2) The name of the limited liability company must be  
14 distinguishable on the records of the Division of Corporations  
15 of the Department of State, except for fictitious name  
16 registrations filed pursuant to s. 865.09 and general  
17 partnership registrations filed pursuant to s. 620.8105;  
18 however, a limited liability company may register under a name  
19 that is not otherwise distinguishable on the records of the  
20 Division of Corporations with written consent of the owner  
21 entity provided the consent is filed with the Division of  
22 Corporations at the time of registration of such name.

23 ~~(3)(2)~~ The name of the limited liability company shall  
24 be filed with the Department of State for public notice only  
25 and shall not alone create any presumption of ownership beyond  
26 that which is created under the common law. ~~The Department of~~  
27 ~~State shall record the name without regard to any other name~~  
28 ~~recorded.~~

29 (4) In the case of any limited liability company in  
30 existence prior to July 1, 2007, and registered with the  
31 Division of Corporations, the requirement in this section that

1 the name of the entity be distinguishable from the names of  
2 other entities and filings shall not apply except when the  
3 limited liability company files documents on or after July 1,  
4 2007, that would otherwise have affected its name.

5 Section 2. Paragraph (a) of subsection (1) of section  
6 608.407, Florida Statutes, is amended to read:

7 608.407 Articles of organization.--

8 (1) In order to form a limited liability company,  
9 articles of organization of a limited liability company shall  
10 be filed with the Department of State by one or more members  
11 or authorized representatives of the limited liability  
12 company. The articles of organization shall set forth:

13 (a) The name of the limited liability company, which  
14 must satisfy the requirements of s. 608.406.

15 Section 3. Section 15.091, Florida Statutes, is  
16 repealed.

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

19 671.101 Short title; scope of chapter.--

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

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

26 Section 5. Section 671.102, Florida Statutes, is  
27 amended to read:

28 671.102 Purposes; rules of construction; variation by  
29 agreement.--

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

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

2           (a) To simplify, clarify, and modernize the law  
3 governing commercial transactions.

4           (b) To permit the continued expansion of commercial  
5 practices through custom, usage, and agreement of the  
6 parties.

7           (c) To make uniform the law among the various  
8 jurisdictions.

9           ~~(2)(a)(3) Except as otherwise provided in this code,~~  
10 the effect of provisions of this code may be varied by  
11 agreement, ~~except as otherwise provided in this code and~~  
12 ~~except that~~

13           (b) The obligations of good faith, diligence,  
14 reasonableness, and care prescribed by this code may not be  
15 disclaimed by agreement, but the parties may by agreement  
16 determine the standards by which the performance of such  
17 obligations is to be measured if such standards are not  
18 manifestly unreasonable. Whenever this code requires an action  
19 to be taken within a reasonable time, a time that is not  
20 manifestly unreasonable may be fixed by agreement.

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

25           ~~(3)(5)~~ In this code, unless the context otherwise  
26 requires:

27           (a) Words in the singular ~~number~~ include the plural,  
28 and words in the plural include the singular.

29           ~~(b) Gender specific language includes the other gender~~  
30 ~~and neuter, and when the sense so indicates~~ Words of either  
31 ~~the neuter gender also may~~ refer to the other ~~any~~ gender.

1           Section 6. Subsection (1) of section 671.106, Florida  
2 Statutes, is amended to read:

3           671.106 Remedies to be liberally administered.--

4           (1) The remedies provided by this code must ~~shall~~ be  
5 liberally administered to the end that the aggrieved party may  
6 be put in as good a position as if the other party had fully  
7 performed, but neither consequential or special nor penal  
8 damages may be had except as specifically provided in this  
9 code or by other rule of law.

10          Section 7. Section 671.107, Florida Statutes, is  
11 amended to read:

12          671.107 Waiver or renunciation of claim or right after  
13 breach.--~~A Any~~ claim or right arising out of an alleged breach  
14 can be discharged in whole or in part without consideration by  
15 agreement of a written waiver or renunciation signed and  
16 delivered by the aggrieved party in an authenticated record.

17          Section 8. Section 671.201, Florida Statutes, is  
18 amended to read:

19          671.201 General definitions.--Unless the context  
20 otherwise requires, words or phrases defined in this section,  
21 or in the additional definitions contained in other chapters  
22 of this code which apply to particular chapters or parts  
23 thereof, have the meanings stated. Subject to ~~additional~~  
24 definitions contained in other ~~the subsequent~~ chapters of this  
25 code which apply ~~which are applicable~~ to particular ~~specific~~  
26 chapters or parts thereof, the term ~~and unless the context~~  
27 ~~otherwise requires, in this code:~~

28          (1) "Action," in the sense of a judicial proceeding,  
29 includes recoupment, counterclaim, setoff, suit in equity, and  
30 any other proceedings in which rights are determined.

31

- 1           (2) "Aggrieved party" means a party entitled to pursue  
 2 ~~resort to~~ a remedy.
- 3           (3) "Agreement," as distinguished from "contract,"  
 4 means the bargain of the parties in fact, as found in their  
 5 language or inferred by implication from other circumstances,  
 6 including course of dealing, ~~or~~ usage of trade, or course of  
 7 performance as provided in ~~this code~~(ss. 671.205 and  
 8 672.208). ~~Whether an agreement has legal consequences is~~  
 9 ~~determined by the provisions of this code, if applicable;~~  
 10 ~~otherwise by the law of contracts (s. 671.103). (Compare~~  
 11 ~~"contract.")~~
- 12           (4) "Bank" means a ~~any~~ person engaged in the business  
 13 of banking and includes a savings bank, a savings and loan  
 14 association, a credit union, and a trust company.
- 15           (5) "Bearer" means a ~~the~~ person in possession of a  
 16 negotiable ~~an~~ instrument, document of title, or certificated  
 17 security that is payable to bearer or indorsed in blank.
- 18           (6) "Bill of lading" means a document evidencing the  
 19 receipt of goods for shipment issued by a person engaged in  
 20 the business of transporting or forwarding goods, ~~and includes~~  
 21 ~~an airbill. "Airbill" means a document serving for air~~  
 22 ~~transportation as a bill of lading does for marine or rail~~  
 23 ~~transportation, and includes an air consignment note or air~~  
 24 ~~waybill.~~
- 25           (7) "Branch" includes a separately incorporated  
 26 foreign branch of a bank.
- 27           (8) "Burden of establishing" a fact means the burden  
 28 of persuading the triers of fact that the existence of the  
 29 fact is more probable than its nonexistence.
- 30           (9) "Buyer in ordinary course of business" means a  
 31 person who, in ordinary course, buys goods in good faith,



1 without knowledge that the sale violates the rights of another  
2 person in the goods, ~~and in the ordinary course~~ from a person,  
3 other than a pawnbroker, in the business of selling goods of  
4 that kind. A person buys goods in ~~the~~ ordinary course if the  
5 sale to the person comports with the usual or customary  
6 practices in the kind of business in which the seller is  
7 engaged or with the seller's own usual or customary practices.  
8 A person who sells oil, gas, or other minerals at the wellhead  
9 or minehead is a person in the business of selling goods of  
10 that kind. A buyer in ~~the~~ ordinary course of business may buy  
11 for cash, by exchange of other property, or on secured or  
12 unsecured credit and may acquire goods or documents of title  
13 under a preexisting contract for sale. Only a buyer who takes  
14 possession of the goods or has a right to recover the goods  
15 from the seller under chapter 672 may be a buyer in ~~the~~  
16 ordinary course of business. "Buyer in ordinary course of  
17 business" does not include a person who acquires goods in a  
18 transfer in bulk or as security for or in total or partial  
19 satisfaction of a money debt ~~is not a buyer in the ordinary~~  
20 ~~course of business.~~

21 (10) ~~A term or clause is~~ "Conspicuous," with reference  
22 to a term, means when it is so written, displayed, or  
23 presented that a reasonable person against whom it is to  
24 operate ought to have noticed it. Whether a term is  
25 "conspicuous" is a decision for the court. Conspicuous terms  
26 include the following:

27 (a) A ~~printed~~ heading in capitals in a size equal to  
28 or larger than that of the surrounding text or in a ~~(as+~~  
29 ~~NONNEGOTIABLE BILL OF LADING)~~ ~~is conspicuous. Language in the~~  
30 ~~body of a form is conspicuous if it is in larger or other~~  
31

1 ~~contrasting~~ type, font, or color in contrast to the  
 2 surrounding text of the same or lesser size.

3 (b) Language in the body of a record or display in  
 4 type larger than that of the surrounding text; in a type,  
 5 font, or color in contrast to the surrounding text of the same  
 6 size; or set off from surrounding text of the same size by  
 7 symbols or other marks that call attention to the language.  
 8 ~~But in a telegram any stated term is conspicuous. Whether a~~  
 9 ~~term or clause is conspicuous or not is for decision by the~~  
 10 ~~court.~~

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

14 (12)(11) "Contract," as distinguished from  
 15 "agreement," means the total legal obligation that which  
 16 results from the parties' agreement as determined affected by  
 17 this code and as supplemented by any other applicable laws  
 18 ~~rules of law. (Compare "agreement.")~~

19 (13)(12) "Creditor" includes a general creditor, a  
 20 secured creditor, a lien creditor, and any representative of  
 21 creditors, including an assignee for the benefit of creditors,  
 22 a trustee in bankruptcy, a receiver in equity, and an executor  
 23 or administrator of an insolvent debtor's or assignor's  
 24 estate.

25 (14)(13) "Defendant" includes a person in the position  
 26 of defendant in a ~~cross action or~~ counterclaim, cross-claim,  
 27 or third-party claim.

28 (15)(14) "Delivery," with respect to an instrument  
 29 ~~instruments, document documents~~ of title, or chattel paper, ~~or~~  
 30 ~~certificated securities~~ means voluntary transfer of  
 31 possession.

1           ~~(16)~~~~(15)~~ "Document of title" includes bill of lading,  
 2 dock warrant, dock receipt, warehouse receipt or order for the  
 3 delivery of goods, and ~~also~~ any other document that ~~which~~ in  
 4 the regular course of business or financing is treated as  
 5 adequately evidencing that the person in possession of it is  
 6 entitled to receive, hold, and dispose of the document and the  
 7 goods it covers. To be a document of title, a document must  
 8 purport to be issued by or addressed to a bailee and purport  
 9 to cover goods in the bailee's possession which are either  
 10 identified or are fungible portions of an identified mass.

11           ~~(17)~~~~(16)~~ "Fault" means a default, breach, or wrongful  
 12 act or, omission ~~or breach~~.

13           ~~(18)~~~~(17)~~ "Fungible goods" ~~with respect to goods or~~  
 14 ~~securities~~ means:

15           ~~(a)~~ Goods ~~or securities~~ of which any unit ~~is~~, by  
 16 nature or usage of trade, is the equivalent of any other like  
 17 unit; ~~or-~~

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

22           ~~(19)~~~~(18)~~ "Genuine" means free of forgery or  
 23 counterfeiting.

24           ~~(20)~~~~(19)~~ "Good faith," except as otherwise provided in  
 25 this code, means honesty in fact and in the observance of  
 26 reasonable commercial standards of fair dealing ~~conduct or~~  
 27 ~~transaction concerned~~.

28           ~~(21)~~~~(20)~~ "Holder," ~~with respect to a negotiable~~  
 29 ~~instrument,~~ means:

30           ~~(a)~~ The person in possession of a negotiable if the  
 31 instrument that is payable either to bearer or, ~~in the case of~~

1 ~~an instrument payable to an identified person that is, if the~~  
2 ~~identified person is in possession; or. "Holder," with respect~~  
3 ~~to a document of title, means~~

4 (b) The person in possession of a document of title if  
5 the goods are deliverable either to bearer or to the order of  
6 the person in possession.

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

10 (22) "Insolvency proceeding proceedings" includes an  
11 any assignment for the benefit of creditors or other  
12 proceeding proceedings intended to liquidate or rehabilitate  
13 the estate of the person involved.

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

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

18 (b) Being unable to or cannot pay his or her debts as  
19 they become due; or

20 (c) Being is insolvent within the meaning of the  
21 Federal Bankruptcy Law.

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

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

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

29 ~~(b) He or she has received a notice or notification of~~  
30 ~~it; or~~

31

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

4  
5 ~~A person "knows" or has "knowledge" of a fact when he or she~~  
6 ~~has actual knowledge of it. "Discover" or "learn" or a word or~~  
7 ~~phrase of similar import refers to knowledge rather than to~~  
8 ~~reason to know. The time and circumstances under which a~~  
9 ~~notice or notification may cease to be effective are not~~  
10 ~~determined by this code.~~

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

16           ~~(a) It comes to his or her attention; or~~

17           ~~(b) It is duly delivered at the place of business~~  
18 ~~through which the contract was made or at any other place held~~  
19 ~~out by the person as the place for receipt of such~~  
20 ~~communications.~~

21           ~~(27) Notice, knowledge or a notice or notification~~  
22 ~~received by an organization is effective for a particular~~  
23 ~~transaction from the time when it is brought to the attention~~  
24 ~~of the individual conducting that transaction, and in any~~  
25 ~~event from the time when it would have been brought to his or~~  
26 ~~her attention if the organization had exercised due diligence.~~  
27 ~~An organization exercises due diligence if it maintains~~  
28 ~~reasonable routines for communicating significant information~~  
29 ~~to the person conducting the transaction and there is~~  
30 ~~reasonable compliance with the routines. Due diligence does~~  
31 ~~not require an individual acting for the organization to~~

1 ~~communicate information unless such communication is part of~~  
2 ~~his or her regular duties or unless the individual has reason~~  
3 ~~to know of the transaction and that the transaction would be~~  
4 ~~materially affected by the information.~~

5 ~~(25)(28)~~ "Organization" means a person other than an  
6 individual includes a corporation, government or governmental  
7 subdivision or agency, business trust, estate, trust,  
8 partnership or association, two or more persons having a joint  
9 or common interest, or any other legal or commercial entity.

10 ~~(26)(29)~~ "Party," as distinguished distinct from  
11 "third party," means a person who has engaged in a transaction  
12 or made an agreement subject to within this code.

13 ~~(27)(30)~~ "Person" means includes an individual;  
14 corporation; business trust; estate; trust; partnership;  
15 limited liability company; association; joint venture;  
16 government; governmental subdivision, agency, or  
17 instrumentality; public corporation; or any other legal or  
18 commercial entity or an organization (see s. 671.102).

19 ~~(28)~~ "Present value" means the amount as of a date  
20 certain of one or more sums payable in the future, discounted  
21 to the date certain by use of either an interest rate  
22 specified by the parties if that rate is not manifestly  
23 unreasonable at the time the transaction is entered into or,  
24 if an interest rate is not so specified, a commercially  
25 reasonable rate that takes into account the facts and  
26 circumstances at the time the transaction is entered into.

27 ~~(31)~~ "Presumption" or "presumed" ~~means that the trier~~  
28 ~~of fact must find the existence of the fact presumed unless~~  
29 ~~and until evidence is introduced which would support a finding~~  
30 ~~of its nonexistence.~~

31

1           ~~(29)(32)~~ "Purchase" means ~~includes~~ taking by sale,  
2 lease, discount, negotiation, mortgage, pledge, lien, security  
3 interest, issue or reissue, gift, or any other voluntary  
4 transaction creating an interest in property.

5           ~~(30)(33)~~ "Purchaser" means a person who takes by  
6 purchase.

7           ~~(31)~~ "Record" means information that is inscribed on a  
8 tangible medium or that is stored in an electronic or other  
9 medium and is retrievable in perceivable form.

10          ~~(32)(34)~~ "Remedy" means any remedial right to which an  
11 aggrieved party is entitled with or without resort to a  
12 tribunal.

13          ~~(33)(35)~~ "Representative" means a person empowered to  
14 act for another, including ~~includes~~ an agent, an officer of a  
15 corporation or association, and a trustee, executor, or  
16 administrator of an estate, ~~or any other person empowered to~~  
17 ~~act for another.~~

18          ~~(34)(36)~~ "Right Rights" includes "remedy" ~~remedies~~.

19          ~~(35)(37)~~ "Security interest" means an interest in  
20 personal property or fixtures which secures payment or  
21 performance of an obligation. "Security interest" ~~The term~~  
22 ~~also~~ includes any interest of a consignor and a buyer of  
23 accounts, chattel paper, a payment intangible, or a promissory  
24 note in a transaction that ~~which~~ is subject to chapter 679.

25 "Security interest" does not include the special property  
26 interest of a buyer of goods on identification of those goods  
27 to a contract for sale under s. 672.401 ~~is not a security~~  
28 ~~interest~~, but a buyer may also acquire a security interest by  
29 complying with chapter 679. Except as otherwise provided in s.  
30 672.505, the right of a seller or lessor of goods under  
31 chapter 672 or chapter 680 to retain or acquire possession of

1 the goods is not a security interest, but a seller or lessor  
2 may also acquire a security interest by complying with chapter  
3 679. The retention or reservation of title by a seller of  
4 goods, notwithstanding shipment or delivery to the buyer under  
5 ~~(s. 672.401)~~, is limited in effect to a reservation of a  
6 security interest. Whether a transaction in the form of a  
7 lease creates a ~~lease or~~ security interest is determined by  
8 the facts of each case; however:

9 (a) A transaction in the form of a lease creates a  
10 security interest if the consideration that the lessee is to  
11 pay the lessor for the right to possession and use of the  
12 goods is an obligation for the term of the lease not subject  
13 to termination by the lessee, ~~and:~~

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

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

19 3. The lessee has an option to renew the lease for the  
20 remaining economic life of the goods for no additional  
21 consideration or nominal additional consideration upon  
22 compliance with the lease agreement; or

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

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

28 1. The present value of the consideration the lessee  
29 is obligated to pay the lessor for the right to possession and  
30 use of the goods is substantially equal to or is greater than  
31



1 the fair market value of the goods at the time the lease is  
2 entered into;

3 2. The lessee assumes the risk of loss of the goods ~~or~~  
4 ~~agrees to pay taxes; insurance; filing, recording, or~~  
5 ~~registration fees; or service or maintenance costs with~~  
6 ~~respect to the goods;~~

7 3. The lessee agrees to pay, with respect to the  
8 goods, taxes; insurance; filing, recording, or registration  
9 fees; or service or maintenance costs;

10 ~~4.3.~~ The lessee has an option to renew the lease or to  
11 become the owner of the goods;

12 ~~5.4.~~ The lessee has an option to renew the lease for a  
13 fixed rent that is equal to or greater than the reasonably  
14 predictable fair market rent for the use of the goods for the  
15 term of the renewal at the time the option is to be performed;  
16 or

17 ~~6.5.~~ The lessee has an option to become the owner of  
18 the goods for a fixed price that is equal to or greater than  
19 the reasonably predictable fair market value of the goods at  
20 the time the option is to be performed.

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

22 ~~1.~~ Additional consideration is ~~not~~ nominal if it is  
23 less than the lessee's reasonably predictable cost of  
24 performing under the lease agreement if the option is not  
25 exercised. Additional consideration is not nominal if:

26 1. When the option to renew the lease is granted to  
27 the lessee, the rent is stated to be the fair market rent for  
28 the use of the goods for the term of the renewal determined at  
29 the time the option is to be performed; ~~or if,~~

30 2. When the option to become the owner of the goods is  
31 granted to the lessee, the price is stated to be the fair

1 market value of the goods determined at the time the option is  
 2 to be performed. ~~Additional consideration is nominal if it is~~  
 3 ~~less than the lessee's reasonably predictable cost of~~  
 4 ~~performing under the lease agreement if the option is not~~  
 5 ~~exercised.~~

6 (d)2. ~~The "Reasonably predictable" and "remaining~~  
 7 ~~economic life of the goods" and "reasonably predictable" fair~~  
 8 ~~market rent, fair market value, or cost of performing under~~  
 9 ~~the lease agreement must~~ ~~are to~~ be determined with reference  
 10 to the facts and circumstances at the time the transaction is  
 11 entered into.

12 ~~3.~~ ~~"Present value" means the amount as of a date~~  
 13 ~~certain of one or more sums payable in the future, discounted~~  
 14 ~~to the date certain. The discount is determined by the~~  
 15 ~~interest rate specified by the parties if the rate is not~~  
 16 ~~manifestly unreasonable at the time the transaction is entered~~  
 17 ~~into; otherwise, the discount is determined by a commercially~~  
 18 ~~reasonable rate that takes into account the facts and~~  
 19 ~~circumstances of each case at the time the transaction was~~  
 20 ~~entered into.~~

21 ~~(36)(38)~~ "Send<sub>1</sub>" in connection with a ~~any~~ writing<sub>1</sub>  
 22 record<sub>1</sub>, or notice<sub>1</sub>, means:

23 (a) To deposit in the mail or deliver for transmission  
 24 by any other usual means of communication with postage or cost  
 25 of transmission provided for and properly addressed and<sub>1</sub> in  
 26 the case of an instrument<sub>1</sub> to an address specified thereon or  
 27 otherwise agreed<sub>7</sub> or<sub>1</sub> if there be none<sub>1</sub> to any address  
 28 reasonable under the circumstances; or~~-~~

29 (b) In any other way to cause to be received ~~The~~  
 30 ~~receipt of any record writing~~ or notice within the time ~~at~~

31

1 ~~which~~ it would have arrived if properly sent ~~has the effect of~~  
2 ~~a proper sending.~~

3 (37)(39) "Signed" means bearing includes any symbol  
4 executed or adopted by a party with present intention to adopt  
5 or accept authenticate a writing.

6 (38) "State" means a state of the United States, the  
7 District of Columbia, Puerto Rico, the United States Virgin  
8 Islands, or any territory or insular possession subject to the  
9 jurisdiction of the United States.

10 (39)(40) "Surety" includes a guarantor or other  
11 secondary obligor.

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

15 (40)(42) "Term" means a that portion of an agreement  
16 which relates to a particular matter.

17 (41)(43) "Unauthorized" signature means a signature  
18 ~~one~~ made without actual, implied, or apparent authority. The  
19 term and includes a forgery.

20 (44) ~~"Value." Except as otherwise provided with~~  
21 ~~respect to negotiable instruments and bank collections (ss.~~  
22 ~~673.3031, 674.2101, and 674.2111), a person gives value for~~  
23 ~~rights if he or she acquires them:~~

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

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

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

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

3           ~~(42)(45)~~ "Warehouse receipt" means a written receipt  
 4 ~~or an electronic notification of receipt~~ issued by a person  
 5 engaged in the business of storing goods for hire.

6           ~~(43)(46)~~ ~~"Written" or "Writing"~~ includes printing,  
 7 typewriting, or any other intentional reduction to tangible  
 8 form. "Written" has a corresponding meaning.

9           Section 9. Section 671.202, Florida Statutes, is  
 10 amended to read:

11           671.202 Prima facie evidence by third-party  
 12 documents.--A document in due form purporting to be a bill of  
 13 lading, policy or certificate of insurance, official weigher's  
 14 or inspector's certificate, consular invoice, or any other  
 15 document authorized or required by the contract to be issued  
 16 by a third party is ~~shall be~~ prima facie evidence of its own  
 17 authenticity and genuineness and of the facts stated in the  
 18 document by the third party.

19           Section 10. Section 671.203, Florida Statutes, is  
 20 amended to read:

21           671.203 Obligation of good faith.--Every contract or  
 22 duty within this code imposes an obligation of good faith in  
 23 its performance and ~~or~~ enforcement.

24           Section 11. Section 671.204, Florida Statutes, is  
 25 amended to read:

26           671.204 Actions taken within Time; reasonable time;  
 27 ~~"seasonably."~~

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

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

4           ~~(2)(3)~~ An action is taken "seasonably" if ~~when~~ it is  
 5 taken at or within the time agreed or, if no time is agreed,  
 6 at or within a reasonable time.

7           Section 12. Section 671.205, Florida Statutes, is  
 8 amended to read:

9           671.205 Course of performance; course of dealing; and  
 10 usage of trade.--

11           (1) A "course of performance" is a sequence of conduct  
 12 between the parties to a particular transaction that exists  
 13 if:

14           (a) The agreement of the parties with respect to the  
 15 transaction involves repeated occasions for performance by a  
 16 party; and

17           (b) The other party, with knowledge of the nature of  
 18 the performance and opportunity for objection to it, accepts  
 19 the performance or acquiesces in it without objection.

20           ~~(2)(1)~~ A "course of dealing" is a sequence of ~~previous~~  
 21 conduct concerning previous transactions between the parties  
 22 to a particular transaction which is fairly to be regarded as  
 23 establishing a common basis of understanding for interpreting  
 24 their expressions and other conduct.

25           ~~(3)(2)~~ A "usage of trade" is any practice or method of  
 26 dealing having such regularity of observance in a place,  
 27 vocation, or trade as to justify an expectation that it will  
 28 be observed with respect to the transaction in question. The  
 29 existence and scope of such a usage are to be proved as facts.  
 30 If it is established that such a usage is embodied in a  
 31 written trade code or similar record, ~~writing~~ the

1 interpretation of the record writing is a question of law for  
2 the court.

3 ~~(4)(3)~~ A course of performance or a course of dealing  
4 between the parties or ~~and any~~ usage of trade in the vocation  
5 or trade in which they are engaged or of which they are or  
6 should be aware is relevant in ascertaining the give  
7 ~~particular~~ meaning of the parties' ~~to and supplement or~~  
8 ~~qualify terms of an~~ agreement, may give particular meaning to  
9 specific terms of the agreement, and may supplement or qualify  
10 the terms of the agreement. A usage of trade applicable in the  
11 place in which part of the performance under the agreement is  
12 to occur may be so utilized as to that part of the  
13 performance.

14 ~~(5)(4)~~ Except as otherwise provided in subsection (6),  
15 the express terms of an agreement and any ~~an~~ applicable course  
16 of performance, course of dealing, or usage of trade must  
17 ~~shall~~ be construed whenever ~~wherever~~ reasonable as consistent  
18 with each other. If; ~~but when~~ such a construction is  
19 unreasonable:

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

22 (b) Course of performance prevails over course of  
23 dealing and usage of trade; and

24 (c) Course of dealing prevails over ~~controls~~ usage of  
25 trade.

26 (6) A course of performance is relevant to show a  
27 waiver or modification of any term inconsistent with the  
28 course of performance.

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

1           ~~(7)(6)~~ Evidence of a relevant usage of trade offered  
 2 by one party is not admissible unless that party ~~and until he~~  
 3 ~~or she~~ has given the other party ~~such~~ notice that ~~as~~ the court  
 4 finds sufficient to prevent unfair surprise to the other party  
 5 ~~latter~~.

6           Section 13. Section 671.206, Florida Statutes, is  
 7 repealed.

8           Section 14. Section 671.208, Florida Statutes, is  
 9 amended to read:

10           671.208 Option to accelerate at will.--A term  
 11 providing that one party or the party's successor in interest  
 12 may accelerate payment or performance or require collateral or  
 13 additional collateral "at will" or "when she or he deems  
 14 herself or himself insecure" or in words of similar import  
 15 must ~~shall~~ be construed to mean that she or he has ~~shall have~~  
 16 power to do so only if she or he in good faith believes that  
 17 the prospect of payment or performance is impaired. The burden  
 18 of establishing lack of good faith is on the party against  
 19 whom the power has been exercised.

20           Section 15. Section 671.209, Florida Statutes, is  
 21 created to read:

22           671.209 Notice; knowledge.--

23           (1) Subject to subsection (6), a person has "notice"  
 24 of a fact if the person:

25           (a) Has actual knowledge of it;

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

27           (c) From all the facts and circumstances known to the  
 28 person at the time in question, has reason to know that it  
 29 exists.

30           (2) "Knowledge" means actual knowledge. "Knows" has a  
 31 corresponding meaning.

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

3           (4) A person "notifies" or "gives a notice or  
4 notification to" another person by taking such steps as may be  
5 reasonably required to inform the other person in ordinary  
6 course, regardless of whether the other person actually comes  
7 to know of it.

8           (5) Subject to subsection (6), a person "receives" a  
9 notice or notification when:

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

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

15           (6) Notice, knowledge, or a notice or notification  
16 received by an organization is effective for a particular  
17 transaction from the time it is brought to the attention of  
18 the person conducting that transaction and, in any event, from  
19 the time it would have been brought to the person's attention  
20 if the organization had exercised due diligence. An  
21 organization exercises due diligence if it maintains  
22 reasonable routines for communicating significant information  
23 to the person conducting the transaction and there is  
24 reasonable compliance with the routines. Due diligence does  
25 not require an individual acting for the organization to  
26 communicate information unless the communication is part of  
27 the individual's regular duties or the individual has reason  
28 to know of the transaction and that the transaction would be  
29 materially affected by the information.

30           Section 16. Section 671.21, Florida Statutes, is  
31 created to read:



1           671.21 Presumptions.--Whenever this code creates a  
2 "presumption" with respect to a fact or provides that a fact  
3 is "presumed," the trier of fact must find the existence of  
4 the fact presumed unless evidence is introduced which supports  
5 a finding of its nonexistence.

6           Section 17. Section 671.211, Florida Statutes, is  
7 created to read:

8           671.211 Value.--Except as otherwise provided with  
9 respect to negotiable instruments and bank collections as  
10 provided in ss. 673.3031, 674.2101, and 674.2111, a person  
11 gives value for rights if the person acquires them:

12           (1) In return for a binding commitment to extend  
13 credit or for the extension of immediately available credit  
14 whether or not drawn upon and whether or not a charge-back is  
15 provided for in the event of difficulties in collection;

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

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

20           (4) In return for any consideration sufficient to  
21 support a simple contract.

22           Section 18. Section 671.212, Florida Statutes, is  
23 created to read:

24           671.212 Relation to Electronic Signatures in Global  
25 and National Commerce Act.--This code modifies, limits, and  
26 supersedes the federal Electronic Signatures in Global and  
27 National Commerce Act, 15 U.S.C. ss. 7001 et seq., except that  
28 nothing in this code modifies, limits, or supersedes 15 U.S.C.  
29 s. 7001(c) or authorizes electronic delivery of any of the  
30 notices described in 15 U.S.C. s. 7003(b).

31

1           Section 19. Section 671.213, Florida Statutes, is  
2 created to read:

3           671.213 Subordinated obligations.--An obligation may  
4 be issued as subordinated to performance of another obligation  
5 of the person obligated, or a creditor may subordinate its  
6 right to performance of an obligation by agreement with either  
7 the person obligated or another creditor of the person  
8 obligated. Subordination does not create a security interest  
9 as against either the common debtor or a subordinated  
10 creditor.

11           Section 20. Subsection (2) of section 559.9232,  
12 Florida Statutes, is amended to read:

13           559.9232 Definitions; exclusion of rental-purchase  
14 agreements from certain regulations.--

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

18           (a) A lease or agreement ~~that~~ ~~which~~ constitutes a  
19 credit sale as defined in 12 C.F.R. s. 226.2(a)(16) and s.  
20 1602(g) of the federal Truth in Lending Act, 15 U.S.C. ss.  
21 1601 et seq.;

22           (b) A lease ~~that~~ ~~which~~ constitutes a "consumer lease"  
23 as defined in 12 C.F.R. s. 213.2(a)(6);

24           (c) Any lease for agricultural, business, or  
25 commercial purposes;

26           (d) Any lease made to an organization;

27           (e) A lease or agreement ~~that~~ ~~which~~ constitutes a  
28 "retail installment contract" or "retail installment  
29 transaction" as those terms are defined in s. 520.31; or

30           (f) A security interest as defined in s. 671.201(35)  
31 ~~s. 671.201(37)~~.

1 Section 21. Paragraph (g) of subsection (2) of section  
2 563.022, Florida Statutes, is amended to read:

3 563.022 Relations between beer distributors and  
4 manufacturers.--

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

7 (g) "Good faith" means honesty in fact in the conduct  
8 or transaction concerned as defined and interpreted under s.  
9 671.201(20) ~~s. 671.201(19)~~.

10 Section 22. Paragraph (b) of subsection (3) and  
11 paragraph (d) of subsection (16) of section 668.50, Florida  
12 Statutes, are amended to read:

13 668.50 Uniform Electronic Transaction Act.--

14 (3) SCOPE.--

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

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

19 2. The Uniform Commercial Code other than s. ss-  
20 671.107 ~~and 671.206~~ and chapters 672 and 680;

21 3. The Uniform Computer Information Transactions Act;  
22 or

23 4. Rules relating to judicial procedure.

24 (16) TRANSFERABLE RECORDS.--

25 (d) Except as otherwise agreed, a person having  
26 control of a transferable record is the holder, as defined in  
27 s. 671.201(21) ~~s. 671.201(20)~~, of the transferable record and  
28 has the same rights and defenses as a holder of an equivalent  
29 record or writing under the Uniform Commercial Code,  
30 including, if the applicable statutory requirements under s.  
31 673.3021, s. 677.501, or s. 679.308 are satisfied, the rights

1 and defenses of a holder in due course, a holder to which a  
2 negotiable document of title has been duly negotiated, or a  
3 purchaser, respectively. Delivery, possession, and indorsement  
4 are not required to obtain or exercise any of the rights under  
5 this paragraph.

6 Section 23. Subsection (1) of section 670.106, Florida  
7 Statutes, is amended to read:

8 670.106 Time payment order is received.--

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

27 Section 24. Subsection (2) of section 670.204, Florida  
28 Statutes, is amended to read:

29 670.204 Refund of payment and duty of customer to  
30 report with respect to unauthorized payment order.--

31

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

5           Section 25. Subsection (3) of section 675.102, Florida  
6 Statutes, is amended to read:

7           675.102 Scope.--

8           (3) With the exception of this subsection, subsections  
9 (1) and (4), ss. 675.103(1)(i) and (j), 675.106(4), and  
10 675.114(4), and except to the extent prohibited in ss.  
11 671.102(2) ~~ss. 671.102(3)~~ and 675.117(4), the effect of this  
12 chapter may be varied by agreement or by a provision stated or  
13 incorporated by reference in an undertaking. A term in an  
14 agreement or undertaking generally excusing liability or  
15 generally limiting remedies for failure to perform obligations  
16 is not sufficient to vary obligations prescribed by this  
17 chapter.

18           Section 26. Subsection (1) of section 679.525, Florida  
19 Statutes, is amended to read:

20           679.525 Processing fees.--

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

25           (a) For filing an initial financing statement, \$25 for  
26 the first page, which shall include the cost of filing a  
27 termination statement for the financing statement;

28           (b) For filing an amendment, \$12 for the first page;

29           (c) For indexing by additional debtor, secured party,  
30 or assignee, \$3 per additional name indexed;

31           (d) For use of a nonapproved form, \$5;

1 (e) For each additional page attached to a record, \$3;

2 ~~(f) For filing a financing statement communicated by~~  
 3 ~~an electronic filing process authorized by the filing office,~~  
 4 ~~\$15 with no additional fees for multiple names or attached~~  
 5 ~~pages;~~

6 ~~(g) For filing an amendment communicated by an~~  
 7 ~~electronic filing process authorized by the filing office, \$5~~  
 8 ~~with no additional fees for multiple names or attached pages;~~

9 (f)(h) For a certified copy of a financing statement  
 10 and any and all associated amendments, \$30; and

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

12 Section 27. Subsection (2) of section 680.518, Florida  
 13 Statutes, is amended to read:

14 680.518 Cover; substitute goods.--

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

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

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

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

3           680.519 Lessee's damages for nondelivery, repudiation,  
4 default, or breach of warranty in regard to accepted goods.--

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

20           Section 29. Subsection (2) of section 680.527, Florida  
21 Statutes, is amended to read:

22           680.527 Lessor's rights to dispose of goods.--

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

31

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

3 (b) The present value, as of the same date, of the  
4 commencement of the term of the new lease agreement of the  
5 total rent for the then remaining lease term of the original  
6 lease agreement minus the present value, as of the same date,  
7 of the rent under the new lease agreement applicable to that  
8 period of the new lease term which is comparable to the then  
9 remaining term of the original lease agreement; and

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

12 Section 30. Subsection (1) of section 680.528, Florida  
13 Statutes, is amended to read:

14 680.528 Lessor's damages for nonacceptance or  
15 repudiation.--

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

26 (a) Accrued and unpaid rent as of the date of default  
27 if the lessee has never taken possession of the goods, or, if  
28 the lessee has taken possession of the goods, as of the date  
29 the lessor repossesses the goods or an earlier date on which  
30 the lessee makes a tender of the goods to the lessor.

31



1 (b) The present value as of the date determined under  
2 paragraph (a) of the total rent for the then remaining lease  
3 term of the original lease agreement minus the present value  
4 as of the same date of the market rent at the place where the  
5 goods were located on that date computed for the same lease  
6 term.

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

9 Section 31. Subsection (6) of section 713.901, Florida  
10 Statutes, is amended to read:

11 713.901 Florida Uniform Federal Lien Registration  
12 Act.--

13 (6) FEES.--

14 (a) The charges or fees of the Secretary of State,  
15 with respect to a notice or certificate filed under this  
16 section, or for searching records with respect thereto, are:

17 1. For filing a notice of lien, which fee shall  
18 include the cost of filing a certificate of release or  
19 nonstatement for said notice of lien, \$25.

20 2. For indexing of each additional debtor or secured  
21 party, \$3.

22 3. For each additional facing page attached to a  
23 notice or certificate, \$3.

24 4. For use of a nonapproved form, \$5.

25 5. For filing a certificate of discharge or  
26 subordination, \$12.

27 6. For filing a refiled notice of federal lien, \$12.

28 7. For filing any other document required or permitted  
29 to be filed under this act, \$12.

30 8. For certifying any record, \$10 ~~shall be the same as~~  
31 ~~prescribed in s. 15.091.~~

1           (b) The charges or fees of the clerks of the circuit  
2 court with respect to a notice or certificate filed under this  
3 section shall be the same as prescribed in s. 28.24, relating  
4 to instruments recorded in the official records.

5           Section 32. This act shall take effect January 1,  
6 2008.

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