

Amendment No.

CHAMBER ACTION

Senate

House

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Representative Rouson offered the following:

Amendment

Remove lines 146-168 and insert:

(9) A dealer waives any predispute arbitration agreement and the requirement that a customer provide a notice of claim before initiating civil litigation as provided in this section if the dealer fails to provide to the customer, at the time of sale or other transaction to which this part applies, a document separate from any contract or agreement that is written in the same language as the contract or agreement and that provides the following form in at least 12-point type:

NOTICE OF CUSTOMER'S RIGHTS REGARDING UNFAIR AND DECEPTIVE PRACTICES BY MOTOR VEHICLE DEALERS

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17 If you feel your motor vehicle dealer has engaged in one of
18 the unfair and deceptive acts listed below, Florida law
19 requires that you provide to the dealer written notice of a
20 claim against the dealer at least 30 days before you can
21 sue or arbitrate with your dealer.

22
23 This notice to the dealer must be delivered by United
24 States mail or other nationally recognized carrier, return
25 receipt requested, and include substantially the following:

- 26
27 1. Your name, address, and telephone number.
28 2. The name and address of the dealer.
29 3. A description of the underlying facts of the claim,
30 including a description of each item for which actual
31 damages are claimed.
32 4. The amount of damages, or, if you don't know, the
33 best estimate of the damages.

34
35 Include copies of any documents you have upon which your
36 claim is based.

37
38 Here is a list of unfair or deceptive acts or practices
39 found in s. 501.976, Florida Statutes; these are examples
40 of what a motor vehicle dealer may NOT do:

- 41
42 1. Represent directly or indirectly that a motor
43 vehicle is a factory executive vehicle or executive vehicle
44 unless such vehicle was purchased directly from the

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45 manufacturer or a subsidiary of the manufacturer and the
46 vehicle was used exclusively by the manufacturer, its
47 subsidiary, or a dealer for the commercial or personal use
48 of the manufacturer's, subsidiary's, or dealer's employees.

49 2. Represent directly or indirectly that a vehicle is
50 a demonstrator unless the vehicle complies with the
51 definition of a demonstrator in s. 320.60, Florida
52 Statutes.

53 3. Represent the previous usage or status of a
54 vehicle to be something that it was not, or make usage or
55 status representations unless the dealer has correct
56 information regarding the history of the vehicle to support
57 the representations.

58 4. Represent the quality of care, regularity of
59 servicing, or general condition of a vehicle unless known
60 by the dealer to be true and supportable by material fact.

61 5. Represent orally or in writing that a particular
62 vehicle has not sustained structural or substantial skin
63 damage unless the statement is made in good faith and the
64 vehicle has been inspected by the dealer or his or her
65 agent to determine whether the vehicle has incurred such
66 damage.

67 6. Sell a vehicle without fully and conspicuously
68 disclosing in writing at or before the consummation of sale
69 any warranty or guarantee terms, obligations, or conditions
70 that the dealer or manufacturer has given to the buyer. If
71 the warranty obligations are to be shared by the dealer and
72 the buyer, the method of determining the percentage of

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73 repair costs to be assumed by each party must be disclosed.
74 If the dealer intends to disclaim or limit any expressed or
75 implied warranty, the disclaimer must be in writing in a
76 conspicuous manner and in lay terms in accordance with
77 chapter 672, Florida Statutes, and the Magnuson-Moss
78 Warranty-Federal Trade Commission Improvement Act.

79 7. Provide an express or implied warranty and fail to
80 honor such warranty unless properly disclaimed pursuant to
81 paragraph 6..

82 8. Misrepresent warranty coverage, application
83 period, or any warranty transfer cost or conditions to a
84 customer.

85 9. Obtain signatures from a customer on contracts
86 that are not fully completed at the time the customer signs
87 or that do not reflect accurately the negotiations and
88 agreement between the customer and the dealer.

89 10. Require or accept a deposit from a prospective
90 customer before entering into a binding contract for the
91 purchase and sale of a vehicle unless the customer is given
92 a written receipt that states how long the dealer will hold
93 the vehicle from other sale and the amount of the deposit,
94 and clearly and conspicuously states whether and upon what
95 conditions the deposit is refundable or nonrefundable.

96 11. Add to the cash price of a vehicle as defined in
97 s. 520.02(2), Florida Statutes, any fee or charge other
98 than those provided in that section and in rule 69V-50.001,
99 Florida Administrative Code. All fees or charges permitted
100 to be added to the cash price by rule 69V-50.001, Florida

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101 Administrative Code, must be fully disclosed to customers
102 in all binding contracts concerning the vehicle's selling
103 price.

104 12. Alter or change the odometer mileage of a
105 vehicle.

106 13. Sell a vehicle without disclosing to the customer
107 the actual year and model of the vehicle.

108 14. File a lien against a new vehicle purchased with
109 a check unless the dealer fully discloses to the purchaser
110 that a lien will be filed if purchase is made by check and
111 fully discloses to the buyer the procedures and cost to the
112 buyer for gaining title to the vehicle after the lien is
113 filed.

114 15. Increase the price of the vehicle after having
115 accepted an order of purchase or a contract from a buyer,
116 notwithstanding subsequent receipt of an official price
117 change notification. The price of a vehicle may be
118 increased after a dealer accepts an order of purchase or a
119 contract from a buyer if:

120 a. A trade-in vehicle is reappraised because it
121 subsequently is damaged, or parts or accessories are
122 removed;

123 b. The price increase is caused by the addition of
124 new equipment, as required by state or federal law;

125 c. The price increase is caused by the revaluation of
126 the United States dollar by the Federal Government, in the
127 case of a foreign-made vehicle;

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128 d. The price increase is caused by state or federal
129 tax rate changes; or

130 e. Price protection is not provided by the
131 manufacturer, importer, or distributor.

132 16. Advertise the price of a vehicle unless the
133 vehicle is identified by year, make, model, and a commonly
134 accepted trade, brand, or style name. The advertised price
135 must include all fees or charges that the customer must
136 pay, including freight or destination charge, dealer
137 preparation charge, and charges for undercoating or
138 rustproofing. State and local taxes, tags, registration
139 fees, and title fees, unless otherwise required by local
140 law or standard, need not be disclosed in the
141 advertisement. When two or more dealers advertise jointly,
142 with or without participation of the franchisor, the
143 advertised price need not include fees and charges that are
144 variable among the individual dealers cooperating in the
145 advertisement, but the nature of all charges that are not
146 included in the advertised price must be disclosed in the
147 advertisement.

148 17. Charge a customer for any predelivery service
149 required by the manufacturer, distributor, or importer for
150 which the dealer is reimbursed by the manufacturer,
151 distributor, or importer.

152 18. Charge a customer for any predelivery service
153 without having printed on all documents that include a line
154 item for predelivery service the following disclosure:
155 "This charge represents costs and profit to the dealer for

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156 items such as inspecting, cleaning, and adjusting vehicles,
157 and preparing documents related to the sale."

158 19. Fail to disclose damage to a new motor vehicle,
159 as defined in s. 319.001(9), Florida Statutes, of which the
160 dealer had actual knowledge, if the dealer's actual cost of
161 repairs exceeds the threshold amount, excluding replacement
162 items.

163
164 THIS LIST IS NOT AN EXHAUSTIVE LIST OF UNFAIR OR DECEPTIVE
165 ACTS OR PRACTICES.

166
167 [Dealership Name]

168 [Authorized Dealership Management Representative]

169 [Dealership Address]

170

171 I have explained this document to the customer.

172

173 [Signature of Authorized Dealer Management Representative]

174 (Date signed)

175

176 [Customer's Signature] [Date Signed]