

1 A bill to be entitled

2 An act relating to household moving services; amending
3 s. 507.01, F.S.; revising and defining terms; amending
4 s. 507.02, F.S.; clarifying intent; amending s.
5 507.04, F.S.; removing a prohibition that a mover may
6 not limit its liability for the loss or damage of
7 household goods to a specified valuation rate;
8 removing a requirement that a mover disclose a
9 liability limitation when the mover limits its
10 liability for a shipper's goods; requiring a mover to
11 offer valuation coverage to compensate a shipper for
12 the loss or damage of the shipper's household goods
13 that are lost or damaged during a household move;
14 requiring the valuation coverage to indemnify the
15 shipper for at least the cost of repair or replacement
16 of the goods unless waived or amended by the shipper;
17 authorizing the shipper to waive or amend the
18 valuation coverage; requiring that the waiver be made
19 by signed or electronic acknowledgment in the contract
20 for service; revising the time at which the mover must
21 disclose the terms of the coverage, including any
22 deductibles, to the shipper in writing; revising the
23 information that the disclosure must provide to the
24 shipper; amending s. 507.05, F.S.; requiring a mover
25 to conduct a physical survey and provide a binding
26 estimate in certain circumstances unless waived in

27 writing by the shipper; requiring specified content to
28 be included in the binding estimate; authorizing a
29 shipper to waive the binding estimate in certain
30 circumstances; requiring the mover and shipper to sign
31 the estimate; requiring the mover to provide the
32 shipper with a copy of the estimate at the time of
33 signature; providing that a binding estimate may only
34 be amended under certain circumstances; authorizing a
35 mover to charge more than the binding estimate in
36 certain circumstances; requiring a mover to allow a
37 shipper to consider whether additional services are
38 needed; requiring a mover to retain a copy of the
39 binding estimate for a specified period; requiring a
40 mover to provide a contract for service to the shipper
41 before providing moving or accessorial services;
42 requiring a driver to have possession of the contract
43 before leaving the point of origin; requiring a mover
44 to retain a contract for service for a specified
45 period; creating s. 507.054, F.S.; requiring the
46 department to prepare a publication that summarizes
47 the rights and responsibilities of, and remedies
48 available to, movers and shippers; requiring the
49 publication to meet certain specifications; requiring
50 the shipper to acknowledge receipt of the publication;
51 creating s. 507.055, F.S.; requiring a mover to
52 provide certain disclosures to a prospective shipper;

53 amending s. 507.06, F.S.; requiring a mover to tender
54 household goods for delivery on the agreed upon
55 delivery date or within a specified period unless
56 waived by the shipper; requiring a mover to notify and
57 provide certain information to a shipper if the mover
58 is unable to perform delivery on the agreed upon date
59 or during the specified period; creating s. 507.065,
60 F.S.; providing a maximum amount that a mover may
61 charge a shipper; requiring a mover to bill a shipper
62 for certain amounts within a specified period;
63 creating s. 507.066, F.S.; specifying the amount of
64 payment that the mover may collect upon delivery of
65 partially lost or destroyed household goods; requiring
66 a mover to determine the proportion of lost or
67 destroyed household goods; prohibiting a mover from
68 collecting or requiring a shipper to pay any charges
69 other than specific valuation rate charges if a
70 household goods shipment is totally lost or destroyed
71 in transit; amending s. 507.07, F.S.; providing that
72 it is a violation of ch. 507, F.S., to fail to comply
73 with specified provisions; providing that it is a
74 violation of ch. 507, F.S., to increase the contracted
75 cost for moving services in certain circumstances;
76 conforming a provision to a change made by the act;
77 amending s. 507.09, F.S.; requiring the department,
78 upon verification by certain entities, to immediately

79 suspend a registration or the processing of an
 80 application for a registration in certain
 81 circumstances; amending s. 507.11, F.S.; providing
 82 criminal penalties; creating s. 507.14, F.S.;;
 83 requiring the department to adopt rules; providing an
 84 effective date.

85

86 Be It Enacted by the Legislature of the State of Florida:

87

88 Section 1. Subsections (2) through (5) of section 507.01,
 89 Florida Statutes, are renumbered as subsections (3) through (6),
 90 respectively, subsections (9) through (11) are renumbered as
 91 subsections (10) through (12), respectively, subsections (12)
 92 and (13) are renumbered as subsections (14) and (15),
 93 respectively, present subsections (6) and (9) are amended, and
 94 new subsections (2), (9), and (13) are added to that section, to
 95 read:

96 507.01 Definitions.—As used in this chapter, the term:

97 (2) "Additional services" means any additional
 98 transportation of household goods that is performed by a mover,
 99 is not specifically included in a binding estimate or contract,
 100 and results in a charge to the shipper.

101 ~~(6) "Estimate" means a written document that sets forth~~
 102 ~~the total costs and describes the basis of those costs, relating~~
 103 ~~to a shipper's household move, including, but not limited to,~~
 104 ~~the loading, transportation or shipment, and unloading of~~

105 ~~household goods and accessorial services.~~

106 (9) "Impracticable operations" means conditions arising
 107 after the execution of a contract for household moving services
 108 that make it impractical for a mover to perform pickup or
 109 delivery services for a household move.

110 ~~(10)~~(9) "Mover" means a person who, for compensation,
 111 contracts for or engages in the loading, transportation or
 112 shipment, or unloading of household goods as part of a household
 113 move. The term does not include a postal, courier, envelope, or
 114 package service that, or a personal laborer who, does not
 115 advertise ~~itself~~ as a mover or moving service.

116 (13) "Personal laborer" means an individual hired directly
 117 by the shipper to assist in the loading or unloading of the
 118 shipper's own household goods. The term does not include any
 119 individual who has contracted with or is compensated by a third-
 120 party or whose services are brokered as part of a household
 121 move.

122 Section 2. Subsection (3) of section 507.02, Florida
 123 Statutes, is amended to read:

124 507.02 Construction; intent; application.-

125 (3) This chapter is intended to provide consistency and
 126 transparency in moving practices and to secure the satisfaction
 127 and confidence of shippers and members of the public when using
 128 a mover.

129 Section 3. Subsections (1), (3), (4), and (5) of section
 130 507.04, Florida Statutes, are amended to read:

131 507.04 Required insurance coverages; liability
 132 limitations; valuation coverage.—

133 (1) CARGO LIABILITY INSURANCE.—

134 (a)1. Except as provided in paragraph (b), each mover
 135 operating in this state must maintain current and valid cargo
 136 liability insurance coverage of at least \$10,000 per shipment
 137 for the loss or damage of household goods resulting from the
 138 negligence of the mover or its employees or agents.

139 2. The mover must provide the department with evidence of
 140 liability insurance coverage before the mover is registered with
 141 the department under s. 507.03. All insurance coverage
 142 maintained by a mover must remain in effect throughout the
 143 mover's registration period. ~~A mover's failure to maintain~~
 144 ~~insurance coverage in accordance with this paragraph constitutes~~
 145 ~~an immediate threat to the public health, safety, and welfare.~~
 146 ~~If a mover fails to maintain insurance coverage, the department~~
 147 ~~may immediately suspend the mover's registration or eligibility~~
 148 ~~for registration, and the mover must immediately cease operating~~
 149 ~~as a mover in this state. In addition, and notwithstanding the~~
 150 ~~availability of any administrative relief pursuant to chapter~~
 151 ~~120, the department may seek from the appropriate circuit court~~
 152 ~~an immediate injunction prohibiting the mover from operating in~~
 153 ~~this state until the mover complies with this paragraph, a civil~~
 154 ~~penalty not to exceed \$5,000, and court costs.~~

155 (b) A mover that operates two or fewer vehicles, in lieu
 156 of maintaining the cargo liability insurance coverage required

157 | under paragraph (a), may, and each moving broker must, maintain
158 | one of the following alternative coverages:

159 | 1. A performance bond in the amount of \$25,000, for which
160 | the surety of the bond must be a surety company authorized to
161 | conduct business in this state; or

162 | 2. A certificate of deposit in a Florida banking
163 | institution in the amount of \$25,000.

164 |

165 | The original bond or certificate of deposit must be filed with
166 | the department and must designate the department as the sole
167 | beneficiary. The department must use the bond or certificate of
168 | deposit exclusively for the payment of claims to consumers who
169 | are injured by the fraud, misrepresentation, breach of contract,
170 | misfeasance, malfeasance, or financial failure of the mover or
171 | moving broker or by a violation of this chapter by the mover or
172 | broker. Liability for these injuries may be determined in an
173 | administrative proceeding of the department or through a civil
174 | action in a court of competent jurisdiction. However, claims
175 | against the bond or certificate of deposit must only be paid, in
176 | amounts not to exceed the determined liability for these
177 | injuries, by order of the department in an administrative
178 | proceeding. The bond or certificate of deposit is subject to
179 | successive claims, but the aggregate amount of these claims may
180 | not exceed the amount of the bond or certificate of deposit.

181 | (3) INSURANCE COVERAGES.—The insurance coverages required
182 | under paragraph (1) (a) and subsection (2) must be issued by an

183 insurance company or carrier licensed to transact business in
 184 this state under the Florida Insurance Code as designated in s.
 185 624.01. The department shall require a mover to present a
 186 certificate of insurance of the required coverages before
 187 issuance or renewal of a registration certificate under s.
 188 507.03. The department shall be named as a certificateholder in
 189 the certificate and must be notified at least 10 days before
 190 cancellation of insurance coverage. A mover's failure to
 191 maintain insurance coverage constitutes an immediate threat to
 192 the public health, safety, and welfare. If a mover fails to
 193 maintain insurance coverage, the department may immediately
 194 suspend the mover's registration or eligibility for
 195 registration, and the mover must immediately cease operating as
 196 a mover in this state. In addition, and notwithstanding the
 197 availability of any administrative relief pursuant to chapter
 198 120, the department may seek from the appropriate circuit court
 199 an immediate injunction prohibiting the mover from operating in
 200 this state until the mover complies with this paragraph, a civil
 201 penalty not to exceed \$5,000, and court costs.

202 (4) ~~LIABILITY LIMITATIONS; VALUATION RATES. A mover may~~
 203 ~~not limit its liability for the loss or damage of household~~
 204 ~~goods to a valuation rate that is less than 60 cents per pound~~
 205 ~~per article. A provision of a contract for moving services is~~
 206 ~~void if the provision limits a mover's liability to a valuation~~
 207 ~~rate that is less than the minimum rate under this subsection.~~
 208 ~~If a mover limits its liability for a shipper's goods, the mover~~

209 ~~must disclose the limitation, including the valuation rate, to~~
210 ~~the shipper in writing at the time that the estimate and~~
211 ~~contract for services are executed and before any moving or~~
212 ~~accessorial services are provided. The disclosure must also~~
213 ~~inform the shipper of the opportunity to purchase valuation~~
214 ~~coverage if the mover offers that coverage under subsection (5).~~
215 (5) VALUATION COVERAGE.—A mover shall ~~may~~ offer valuation
216 coverage to compensate a shipper for the loss or damage of the
217 shipper's household goods that are lost or damaged during a
218 household move. ~~If a mover offers valuation coverage,~~ The
219 coverage must indemnify the shipper for at least the cost of
220 repair or replacement of the goods, unless waived or amended by
221 the shipper. The shipper may waive or amend the valuation
222 coverage. Such waiver must be made by signed or electronic
223 acknowledgment in the contract for service ~~minimum valuation~~
224 ~~rate required under subsection (4).~~ The mover must disclose the
225 terms of the coverage, including any deductibles, to the shipper
226 in writing within ~~at the time that the~~ binding estimate and
227 again when the contract for services is ~~are~~ executed and before
228 any moving or accessorial services are provided. The disclosure
229 must inform the shipper of the cost of the valuation coverage,
230 if any ~~the valuation rate of the coverage,~~ and the opportunity
231 ~~to reject the coverage. If valuation coverage compensates a~~
232 ~~shipper for at least the minimum valuation rate required under~~
233 ~~subsection (4), the coverage satisfies the mover's liability for~~
234 ~~the minimum valuation rate.~~

235 Section 4. Section 507.05, Florida Statutes, is amended to
236 read:

237 507.05 Physical surveys, binding estimates, and contracts
238 for service. ~~Before providing any moving or accessorial~~
239 ~~services, a contract and estimate must be provided to a~~
240 ~~prospective shipper in writing, must be signed and dated by the~~
241 ~~shipper and the mover, and must include:~~

242 (1) PHYSICAL SURVEY.—A mover must conduct a physical
243 survey of the household goods to be moved and provide the
244 prospective shipper with a binding estimate of the cost of the
245 move.

246 (2) WAIVER OF SURVEY.—A shipper may elect to waive the
247 physical survey, and such waiver must be in writing and signed
248 by the shipper before the household goods are loaded. The mover
249 shall retain a copy of the waiver as an addendum to the contract
250 for service.

251 (3) BINDING ESTIMATE.—Before executing a contract for
252 service for a household move, and at least 48 hours before the
253 scheduled time and date of a shipment of household goods, a
254 mover must provide a binding estimate of the total charges,
255 including, but not limited to, the loading, transportation or
256 shipment, and unloading of household goods and accessorial
257 services. The binding estimate shall be based on a physical
258 survey conducted pursuant to subsection (1), unless waived
259 pursuant to subsection (2).

260 (a) The shipper may waive the binding estimate if the

261 waiver is made by signed or electronic acknowledgment in the
262 contract for service at least 48 hours before the household
263 goods are loaded. The mover shall retain a copy of the waiver as
264 an addendum to the contract for service. To be enforceable, a
265 waiver executed under this paragraph must, at a minimum, include
266 a statement in uppercase type that is at least 5 points larger
267 than, and clearly distinguishable from, the rest of the text of
268 the waiver or release containing the statement. The statement
269 shall be determined by rule of the department, must be used by
270 all movers, and must include a delineation of the specific
271 rights that a shipper may lose by waiving the binding estimate.

272 (b) The shipper may also waive the 48-hour period if the
273 requested moving services begin within 48 hours after the
274 shipper's initial contact with the mover contracted to perform
275 the moving services.

276 (c) At a minimum, the binding estimate must include all of
277 the following:

278 1. The table of measures used by the mover or the mover's
279 agent in preparing the estimate.

280 2. The date the estimate was prepared and the proposed
281 date of the move, if any.

282 3. An itemized breakdown and description of services, and
283 the total cost to the shipper of loading, transporting or
284 shipping, unloading, and accessorial services.

285 4. A statement that the estimate is binding on the mover
286 and the shipper and that the charges shown apply only to those

287 services specifically identified in the estimate.

288 5. Identification of acceptable forms of payment.

289 (d) The binding estimate must be signed by the mover and
290 the shipper, and a copy must be provided to the shipper by the
291 mover at the time that the estimate is signed.

292 (e) A binding estimate may only be amended by the mover
293 before the scheduled loading of household goods for shipment
294 when the shipper has requested additional services of the mover
295 not previously disclosed in the original binding estimate, or
296 upon mutual agreement of the mover and the shipper. Once a mover
297 begins to load the household goods for a move, failure to
298 execute a new binding estimate signifies the mover has
299 reaffirmed the original binding estimate.

300 (f) A mover may not collect more than the amount of the
301 binding estimate, unless:

302 1. The shipper waives receipt of a binding estimate under
303 this subsection.

304 2. The shipper tenders additional household goods,
305 requests additional services, or requires services that are not
306 specifically included in the binding estimate, in which case the
307 mover is not required to honor the estimate. If, despite the
308 addition of household goods or the need for additional services,
309 the mover chooses to perform the move, it must, before loading
310 the household goods, inform the shipper of the associated
311 charges in writing. The mover may require full payment at the
312 destination for the costs associated with the additional

313 requested services and the full amount of the original binding
314 estimate.

315 3. Upon issuance of the contract for services, the mover
316 advises the shipper, in advance of performing additional
317 services, including accessorial services, that such services are
318 essential to properly performing the move. The mover must allow
319 the shipper at least 1 hour to determine whether to authorize
320 the additional services.

321 a. If the shipper agrees to pay for the additional
322 services, the mover must execute a written addendum to the
323 contract for services, which must be signed by the shipper. The
324 addendum may be sent to the shipper by facsimile, e-mail,
325 overnight courier, or certified mail, with return receipt
326 requested. The mover must bill the shipper for the agreed upon
327 additional services within 15 days after the delivery of those
328 additional services pursuant to s. 507.06.

329 b. If the shipper does not agree to pay for the additional
330 services, the mover may perform and, pursuant to s. 507.06, bill
331 the shipper for those additional services necessary to complete
332 the delivery.

333 (g) A mover shall retain a copy of the binding estimate
334 for each move performed for at least 1 year after its
335 preparation date as an attachment to the contract for service.

336 (4) CONTRACT FOR SERVICE.—Before providing any moving or
337 accessorial services, a mover must provide a contract for
338 service to the shipper, which the shipper must sign and date.

339 (a) At a minimum, the contract for service must include:
 340 1.(1) The name, telephone number, and physical address
 341 where the mover's employees are available during normal business
 342 hours.
 343 2.(2) The date the contract ~~was~~ or estimate is prepared
 344 and the any proposed date of the move, if any.
 345 3.(3) The name and address of the shipper, the addresses
 346 where the articles are to be picked up and delivered, and a
 347 telephone number where the shipper may be reached.
 348 4.(4) The name, telephone number, and physical address of
 349 any location where the household goods will be held pending
 350 further transportation, including situations in which ~~where~~ the
 351 mover retains possession of household goods pending resolution
 352 of a fee dispute with the shipper.
 353 5.(5) A binding estimate provided in accordance with
 354 subsection (3) An itemized breakdown and description and total
 355 of all costs and services for loading, transportation or
 356 shipment, unloading, and accessorial services to be provided
 357 during a household move or storage of household goods.
 358 6. The total charges owed by the shipper based on the
 359 binding estimate and the terms and conditions for their payment,
 360 including any required minimum payment.
 361 7. If the household goods are transported under an
 362 agreement to collect payment upon delivery, the maximum payment
 363 that the mover may demand at the time of delivery.
 364 8.(6) Acceptable forms of payment, which must be clearly

365 and conspicuously disclosed to the shipper on the binding
366 estimate and the contract for service. A mover must ~~shall~~ accept
367 at least a minimum of two of the three following forms of
368 payment:

369 a. (a) Cash, cashier's check, money order, or traveler's
370 check;

371 b. (b) Valid personal check, showing upon its face the name
372 and address of the shipper or authorized representative; or

373 c. (c) Valid credit card, which shall include, but not be
374 limited to, Visa or MasterCard. ~~A mover must clearly and~~
375 ~~conspicuously disclose to the shipper in the estimate and~~
376 ~~contract for services the forms of payments the mover will~~
377 ~~accept, including the forms of payment described in paragraphs~~
378 ~~(a) - (c).~~

379 (b) Each addendum to the contract for service is an
380 integral part of the contract.

381 (c) A copy of the contract for service must accompany the
382 household goods whenever they are in the mover's or the mover's
383 agent's possession. Before a vehicle that is being used for the
384 move leaves the point of origin, the driver responsible for the
385 move must have the contract for service in his or her
386 possession.

387 (d) A mover shall retain a contract for service for each
388 move it performs for at least 1 year after the date the contract
389 for service was signed.

390 Section 5. Section 507.054, Florida Statutes, is created

391 to read:

392 507.054 Publication.-

393 (1) The department shall prepare a publication that
394 includes a summary of the rights and responsibilities of, and
395 remedies available to, movers and shippers under this chapter.
396 The publication must include a statement that the mover's
397 failure to relinquish household goods as required by this
398 chapter constitutes a felony of the third degree, punishable as
399 provided in s. 775.082, s. 775.083, or s. 775.084; that any
400 other violation of this chapter constitutes a misdemeanor of the
401 first degree, punishable as provided in s. 775.082 or s.
402 775.083; and that any violation of this chapter constitutes a
403 violation of the Florida Deceptive and Unfair Trade Practices
404 Act. The publication must also include a notice to the shipper
405 about the potential risks of shipping sentimental or family
406 heirloom items.

407 (2) A mover may provide exact copies of the department's
408 publication to shippers or may customize the color, design, and
409 dimension of the front and back covers of the standard
410 department publication. If the mover customizes the publication,
411 the customized publication must include the content specified in
412 subsection (1) and meet the following requirements:

413 (a) The font size used must be at least 10 points, with
414 the exception that the following must appear prominently on the
415 front cover in at least 12-point boldface type: "Your Rights and
416 Responsibilities When You Move. Furnished by Your Mover, as

417 Required by Florida Law."

418 (b) The size of the publication must be at least 36 square
419 inches.

420 (3) The shipper must acknowledge receipt of the
421 publication by signed or electronic acknowledgement in the
422 contract for service.

423 Section 6. Section 507.055, Florida Statutes, is created
424 to read:

425 507.055 Required disclosure and acknowledgment of rights
426 and remedies.—Before executing a contract for service for a
427 move, a mover must provide to a prospective shipper the
428 publication required under s. 507.054 and a concise, easy-to-
429 read, and accurate binding estimate required under s. 507.05(3).

430 Section 7. Subsections (1) and (3) of section 507.06,
431 Florida Statutes, are amended, and subsection (4) is added to
432 that section, to read:

433 507.06 Delivery and storage of household goods.—

434 (1) On the agreed upon delivery date or within the
435 timeframe specified in the contract for service, a mover must
436 relinquish household goods to a shipper and must place the
437 household goods inside a shipper's dwelling or, if directed by
438 the shipper, inside a storehouse or warehouse that is owned or
439 rented by the shipper or the shipper's agent, unless the shipper
440 has not tendered payment in accordance with s. 507.065 or s.
441 507.066 in the amount specified in a written contract or
442 estimate signed and dated by the shipper. This requirement may

443 be waived by the shipper. A mover may not, under any
444 circumstances, refuse to relinquish prescription medicines and
445 household goods for use by children, including children's
446 furniture, clothing, or toys, ~~under any circumstances.~~

447 (3) A mover that lawfully fails to relinquish a shipper's
448 household goods may place the goods in storage until payment in
449 accordance with s. 507.065 or s. 507.066 is tendered; however,
450 the mover must notify the shipper of the location where the
451 goods are stored and the amount due within 5 days after receipt
452 of a written request for that information from the shipper,
453 which request must include the address where the shipper may
454 receive the notice. A mover may not require a prospective
455 shipper to waive any rights or requirements under this section.

456 (4) If a mover becomes aware that it cannot perform the
457 pickup or the delivery of household goods on the date agreed
458 upon or during the timeframe specified in the contract for
459 service due to unanticipated circumstances, the mover shall
460 notify the shipper of the delay and advise the shipper of the
461 amended date or timeframe within which the mover expects to pick
462 up or deliver the household goods in a timely manner.

463 Section 8. Section 507.065, Florida Statutes, is created
464 to read:

465 507.065 Payment.—

466 (1) Except as provided in s. 507.05(3), the maximum amount
467 that a mover may charge before relinquishing household goods to
468 a shipper is the exact amount of the binding estimate, unless

469 waived by the shipper, plus charges for any additional services
470 requested or agreed to in writing by the shipper after the
471 contract for service was issued and for impracticable
472 operations, if applicable.

473 (2) A mover must bill a shipper for any charges assessed
474 under this chapter that are not collected upon delivery of
475 household goods at their destination within 15 days after such
476 delivery. A mover may assess a late fee for any uncollected
477 charges if the shipper fails to make payment within 30 days
478 after receipt of the bill.

479 Section 9. Section 507.066, Florida Statutes, is created
480 to read:

481 507.066 Collection for losses.—

482 (1) PARTIAL LOSSES.—A mover may collect an adjusted
483 payment from a shipper if part of a shipment of household goods
484 is lost or destroyed.

485 (a) A mover may collect the following at delivery:

486 1. A prorated percentage of the binding estimate. The
487 prorated percentage must equal the percentage of the weight of
488 the portion of the household goods delivered relative to the
489 total weight of the household goods that were ordered to be
490 moved.

491 2. Charges for any additional services requested by the
492 shipper after the contract for service was issued.

493 3. Charges for impracticable operations, if applicable;
494 however, such charges may not exceed 15 percent of all other

495 charges due at delivery.

496 4. Any specific valuation rate charges due, as provided in
497 s. 507.04(4), if applicable.

498 (b) The mover may bill and collect from the shipper any
499 remaining charges not collected at the time of delivery in
500 accordance with s. 507.065. This paragraph does not apply if the
501 loss or destruction of household goods occurred as a result of
502 an act or omission of the shipper.

503 (c) A mover must determine, at its own expense, the
504 proportion of the household goods, based on actual or
505 constructive weight, that were lost or destroyed in transit.

506 (2) TOTAL LOSSES.—A mover may not collect, or require a
507 shipper to pay, freight charges, including a charge for
508 accessorial services, when a household goods shipment is lost or
509 destroyed in transit; however, the mover may collect a specific
510 valuation rate charge due, as provided in s. 507.04(4). This
511 subsection does not apply if the loss or destruction was due to
512 an act or omission of the shipper.

513 (3) SHIPPER'S RIGHTS.—A shipper's rights under this
514 section are in addition to any other rights the shipper may have
515 with respect to household goods that were lost or destroyed
516 while in the custody of the mover or the mover's agent. These
517 rights also apply regardless of whether the shipper exercises
518 his or her right to obtain a refund of the portion of a mover's
519 published freight charges corresponding to the portion of the
520 lost or destroyed household goods, including any charges for

521 accessorial services, at the time the mover disposes of claims
 522 for loss, damage, or injury to the household goods.

523 Section 10. Subsections (1), (4), and (5) of section
 524 507.07, Florida Statutes, are amended to read:

525 507.07 Violations.—It is a violation of this chapter:

526 (1) To operate ~~conduct business as a mover or moving~~
 527 ~~broker, or advertise to engage in violation the business of~~
 528 ~~moving or~~ fail to comply with ss. 507.03-507.10, or any other
 529 requirement under this chapter ~~offering to move, without being~~
 530 ~~registered with the department.~~

531 (4) To increase the contracted cost ~~fail to honor and~~
 532 ~~comply with all provisions of the contract for moving services~~
 533 in any way other than provided for in this chapter ~~or bill of~~
 534 ~~lading regarding the purchaser's rights, benefits, and~~
 535 ~~privileges thereunder.~~

536 (5) To withhold delivery of household goods or in any way
 537 hold household goods in storage against the expressed wishes of
 538 the shipper if payment has been made as delineated in the
 539 estimate or contract for services, or pursuant to this chapter.

540 Section 11. Section 507.09, Florida Statutes, is amended
 541 to read:

542 507.09 Administrative remedies; penalties.—

543 (1) The department may enter an order doing one or more of
 544 the following if the department finds that a mover or moving
 545 broker, or a person employed or contracted by a mover or broker,
 546 has violated or is operating in violation of this chapter or the

547 rules or orders issued pursuant to this chapter:

548 (a) Issuing a notice of noncompliance under s. 120.695.

549 (b) Imposing an administrative fine in the Class II

550 category pursuant to s. 570.971 for each act or omission.

551 (c) Directing that the person cease and desist specified

552 activities.

553 (d) Refusing to register or revoking or suspending a

554 registration.

555 (e) Placing the registrant on probation, subject to the

556 conditions specified by the department.

557 (2) The department shall, upon notification and subsequent

558 written verification by a law enforcement agency, a court, a

559 state attorney, or the Department of Law Enforcement,

560 immediately suspend a registration or the processing of an

561 application for a registration if the registrant, the applicant,

562 or an officer or a director of the registrant or applicant is

563 formally charged with a crime involving fraud, theft, larceny,

564 embezzlement, or fraudulent conversion or misappropriation of

565 property or a crime arising from conduct during a movement of

566 household goods until final disposition of the case or removal

567 or resignation of that officer or director.

568 (3) The administrative proceedings that ~~which~~ could result

569 in the entry of an order imposing any of the penalties specified

570 in subsection (1) or subsection (2) are governed by chapter 120.

571 ~~(3) The department may adopt rules under ss. 120.536(1)~~

572 ~~and 120.54 to administer this chapter.~~

573 Section 12. Subsection (1) of section 507.11, Florida
 574 Statutes, is amended to read:

575 507.11 Criminal penalties.—

576 (1) The refusal of a mover or a mover's employee, agent,
 577 or contractor to comply with an order from a law enforcement
 578 officer to relinquish a shipper's household goods after the
 579 officer determines that the shipper has tendered payment in
 580 accordance with s. 507.065 or s. 507.066 ~~of the amount of a~~
 581 ~~written estimate or contract~~, or after the officer determines
 582 that the mover did not produce a signed estimate or contract for
 583 service upon which demand is being made for payment, is a felony
 584 of the third degree, punishable as provided in s. 775.082, s.
 585 775.083, or s. 775.084. A mover's compliance with an order from
 586 a law enforcement officer to relinquish household goods to a
 587 shipper is not a waiver or finding of fact regarding any right
 588 to seek further payment from the shipper.

589 Section 13. Section 507.14, Florida Statutes, is created
 590 to read:

591 507.14 Rulemaking.—The department shall adopt rules to
 592 administer this chapter.

593 Section 14. This act shall take effect July 1, 2015.