

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 amending s. 507.07, F.S.; providing that it is a
64 violation of chapter 507, F.S., to fail to comply with
65 specified provisions; providing that it is a violation
66 of chapter 507, F.S., to increase the contracted cost
67 for moving services in certain circumstances;
68 conforming a provision to a change made by the act;
69 amending s. 507.09, F.S.; requiring the department,
70 upon verification by certain entities, to immediately
71 suspend a registration or the processing of an
72 application for a registration in certain
73 circumstances; amending s. 507.11, F.S.; providing
74 criminal penalties; creating s. 507.14, F.S.;
75 requiring the department to adopt rules; providing an
76 effective date.

77
78 Be It Enacted by the Legislature of the State of Florida:

79
80 Section 1. Subsections (2) through (5) of section 507.01,
81 Florida Statutes, are renumbered as subsections (3) through (6),
82 respectively, subsections (9) through (11) are renumbered as
83 subsections (10) through (12), respectively, subsections (12)
84 and (13) are renumbered as subsections (14) and (15),
85 respectively, present subsections (6) and (9) are amended, and
86 new subsections (2), (9), and (13) are added to that section, to
87 read:

88 507.01 Definitions.—As used in this chapter, the term:

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

93 ~~(6) "Estimate" means a written document that sets forth~~
94 ~~the total costs and describes the basis of those costs, relating~~
95 ~~to a shipper's household move, including, but not limited to,~~
96 ~~the loading, transportation or shipment, and unloading of~~
97 ~~household goods and accessorial services.~~

98 (9) "Impracticable operations" means conditions arising
99 after the execution of a contract for household moving services
100 that make it impractical for a mover to perform pickup or
101 delivery services for a household move.

102 (10)-(9) "Mover" means a person who, for compensation,
103 contracts for or engages in the loading, transportation or
104 shipment, or unloading of household goods as part of a household

105 | move. The term does not include a postal, courier, envelope, or
 106 | package service that, or a personal laborer who, does not
 107 | advertise ~~itself~~ as a mover or moving service.

108 | (13) "Personal laborer" means an individual hired directly
 109 | by the shipper to assist in the loading or unloading of the
 110 | shipper's own household goods. The term does not include any
 111 | individual who has contracted with or is compensated by a third-
 112 | party or whose services are brokered as part of a household
 113 | move.

114 | Section 2. Subsection (3) of section 507.02, Florida
 115 | Statutes, is amended to read:

116 | 507.02 Construction; intent; application.-

117 | (3) This chapter is intended to provide consistency and
 118 | transparency in moving practices and to secure the satisfaction
 119 | and confidence of shippers and members of the public when using
 120 | a mover.

121 | Section 3. Subsections (1), (3), (4), and (5) of section
 122 | 507.04, Florida Statutes, are amended to read:

123 | 507.04 Required insurance coverages; liability
 124 | limitations; valuation coverage.-

125 | (1) CARGO LIABILITY INSURANCE.-

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

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

147 (b) A mover that operates two or fewer vehicles, in lieu
148 of maintaining the cargo liability insurance coverage required
149 under paragraph (a), may, and each moving broker must, maintain
150 one of the following alternative coverages:

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

154 2. A certificate of deposit in a Florida banking
155 institution in the amount of \$25,000.

156

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

173 (3) INSURANCE COVERAGES.—The insurance coverages required
174 under paragraph (1)(a) and subsection (2) must be issued by an
175 insurance company or carrier licensed to transact business in
176 this state under the Florida Insurance Code as designated in s.
177 624.01. The department shall require a mover to present a
178 certificate of insurance of the required coverages before
179 issuance or renewal of a registration certificate under s.
180 507.03. The department shall be named as a certificateholder in
181 the certificate and must be notified at least 10 days before
182 cancellation of insurance coverage. A mover's failure to

183 maintain insurance coverage constitutes an immediate threat to
184 the public health, safety, and welfare. If a mover fails to
185 maintain insurance coverage, the department may immediately
186 suspend the mover's registration or eligibility for
187 registration, and the mover must immediately cease operating as
188 a mover in this state. In addition, and notwithstanding the
189 availability of any administrative relief pursuant to chapter
190 120, the department may seek from the appropriate circuit court
191 an immediate injunction prohibiting the mover from operating in
192 this state until the mover complies with this paragraph, a civil
193 penalty not to exceed \$5,000, and court costs.

194 ~~(4) LIABILITY LIMITATIONS; VALUATION RATES.—A mover may~~
195 ~~not limit its liability for the loss or damage of household~~
196 ~~goods to a valuation rate that is less than 60 cents per pound~~
197 ~~per article. A provision of a contract for moving services is~~
198 ~~void if the provision limits a mover's liability to a valuation~~
199 ~~rate that is less than the minimum rate under this subsection.~~
200 ~~If a mover limits its liability for a shipper's goods, the mover~~
201 ~~must disclose the limitation, including the valuation rate, to~~
202 ~~the shipper in writing at the time that the estimate and~~
203 ~~contract for services are executed and before any moving or~~
204 ~~accessorial services are provided. The disclosure must also~~
205 ~~inform the shipper of the opportunity to purchase valuation~~
206 ~~coverage if the mover offers that coverage under subsection (5).~~

207 ~~(5) VALUATION COVERAGE.—A mover shall ~~may~~ offer valuation~~
208 ~~coverage to compensate a shipper for the loss or damage of the~~

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

227 Section 4. Section 507.05, Florida Statutes, is amended to
228 read:

229 507.05 Physical surveys, binding estimates, and contracts
230 for service. ~~Before providing any moving or accessorial~~
231 ~~services, a contract and estimate must be provided to a~~
232 ~~prospective shipper in writing, must be signed and dated by the~~
233 ~~shipper and the mover, and must include:~~

234 (1) PHYSICAL SURVEY.—A mover must conduct a physical

235 survey of the household goods to be moved and provide the
236 prospective shipper with a binding estimate of the cost of the
237 move.

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

243 (3) BINDING ESTIMATE.—Before executing a contract for
244 service for a household move, and at least 48 hours before the
245 scheduled time and date of a shipment of household goods, a
246 mover must provide a binding estimate of the total charges,
247 including, but not limited to, the loading, transportation or
248 shipment, and unloading of household goods and accessorial
249 services. The binding estimate shall be based on a physical
250 survey conducted pursuant to subsection (1), unless waived
251 pursuant to subsection (2).

252 (a) The shipper may waive the binding estimate if the
253 waiver is made by signed or electronic acknowledgment in the
254 contract for service at least 48 hours before the household
255 goods are loaded. The mover shall retain a copy of the waiver as
256 an addendum to the contract for service. To be enforceable, a
257 waiver executed under this paragraph must, at a minimum, include
258 a statement in uppercase type that is at least 5 points larger
259 than, and clearly distinguishable from, the rest of the text of
260 the waiver or release containing the statement. The statement

261 shall be determined by rule of the department, must be used by
 262 all movers, and must include a delineation of the specific
 263 rights that a shipper may lose by waiving the binding estimate.

264 (b) The shipper may also waive the 48-hour period if the
 265 requested moving services begin within 48 hours after the
 266 shipper's initial contact with the mover contracted to perform
 267 the moving services.

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

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

272 2. The date the estimate was prepared and the proposed
 273 date of the move, if any.

274 3. An itemized breakdown and description of services, and
 275 the total cost to the shipper of loading, transporting or
 276 shipping, unloading, and accessorial services.

277 4. A statement that the estimate is binding on the mover
 278 and the shipper and that the charges shown apply only to those
 279 services specifically identified in the estimate.

280 5. Identification of acceptable forms of payment.

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

284 (e) A binding estimate may only be amended by the mover
 285 before the scheduled loading of household goods for shipment
 286 when the shipper has requested additional services of the mover

287 not previously disclosed in the original binding estimate, or
288 upon mutual agreement of the mover and the shipper. Once a mover
289 begins to load the household goods for a move, failure to
290 execute a new binding estimate signifies the mover has
291 reaffirmed the original binding estimate.

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

294 1. The shipper waives receipt of a binding estimate under
295 this subsection.

296 2. The shipper tenders additional household goods,
297 requests additional services, or requires services that are not
298 specifically included in the binding estimate, in which case the
299 mover is not required to honor the estimate. If, despite the
300 addition of household goods or the need for additional services,
301 the mover chooses to perform the move, it must, before loading
302 the household goods, inform the shipper of the associated
303 charges in writing. The mover may require full payment at the
304 destination for the costs associated with the additional
305 requested services and the full amount of the original binding
306 estimate.

307 3. Upon issuance of the contract for services, the mover
308 advises the shipper, in advance of performing additional
309 services, including accessorial services, that such services are
310 essential to properly performing the move. The mover must allow
311 the shipper at least 1 hour to determine whether to authorize
312 the additional services.

313 a. If the shipper agrees to pay for the additional
314 services, the mover must execute a written addendum to the
315 contract for services, which must be signed by the shipper. The
316 addendum may be sent to the shipper by facsimile, e-mail,
317 overnight courier, or certified mail, with return receipt
318 requested. The mover must bill the shipper for the agreed upon
319 additional services within 15 days after the delivery of those
320 additional services pursuant to s. 507.06.

321 b. If the shipper does not agree to pay for the additional
322 services, the mover may perform and, pursuant to s. 507.06, bill
323 the shipper for those additional services necessary to complete
324 the delivery.

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

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

331 (a) At a minimum, the contract for service must include:

332 1.(1) The name, telephone number, and physical address
333 where the mover's employees are available during normal business
334 hours.

335 2.(2) The date the contract ~~was~~ ~~or estimate is~~ prepared
336 and ~~the any~~ proposed date of the move, if any.

337 3.(3) The name and address of the shipper, the addresses
338 where the articles are to be picked up and delivered, and a

339 telephone number where the shipper may be reached.

340 4.~~(4)~~ The name, telephone number, and physical address of
341 any location where the household goods will be held pending
342 further transportation, including situations in which ~~where~~ the
343 mover retains possession of household goods pending resolution
344 of a fee dispute with the shipper.

345 5.~~(5)~~ A binding estimate provided in accordance with
346 subsection (3) An itemized breakdown and description and total
347 of all costs and services for loading, transportation or
348 shipment, unloading, and accessorial services to be provided
349 during a household move or storage of household goods.

350 6. The total charges owed by the shipper based on the
351 binding estimate and the terms and conditions for their payment,
352 including any required minimum payment.

353 7. If the household goods are transported under an
354 agreement to collect payment upon delivery, the maximum payment
355 that the mover may demand at the time of delivery.

356 8.~~(6)~~ Acceptable forms of payment, which must be clearly
357 and conspicuously disclosed to the shipper on the binding
358 estimate and the contract for service. A mover must ~~shall~~ accept
359 at least a minimum of two of the three following forms of
360 payment:

361 a.~~(a)~~ Cash, cashier's check, money order, or traveler's
362 check;

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

365 c.~~(e)~~ Valid credit card, which shall include, but not be
366 limited to, Visa or MasterCard. ~~A mover must clearly and~~
367 ~~conspicuously disclose to the shipper in the estimate and~~
368 ~~contract for services the forms of payments the mover will~~
369 ~~accept, including the forms of payment described in paragraphs~~
370 ~~(a)–(e).~~

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

373 (c) A copy of the contract for service must accompany the
374 household goods whenever they are in the mover's or the mover's
375 agent's possession. Before a vehicle that is being used for the
376 move leaves the point of origin, the driver responsible for the
377 move must have the contract for service in his or her
378 possession.

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

382 Section 5. Section 507.054, Florida Statutes, is created
383 to read:

384 507.054 Publication.—

385 (1) The department shall prepare a publication that
386 includes a summary of the rights and responsibilities of, and
387 remedies available to, movers and shippers under this chapter.
388 The publication must include a statement that the mover's
389 failure to relinquish household goods as required by this
390 chapter constitutes a felony of the third degree, punishable as

391 provided in s. 775.082, s. 775.083, or s. 775.084; that any
392 other violation of this chapter constitutes a misdemeanor of the
393 first degree, punishable as provided in s. 775.082 or s.
394 775.083; and that any violation of this chapter constitutes a
395 violation of the Florida Deceptive and Unfair Trade Practices
396 Act. The publication must also include a notice to the shipper
397 about the potential risks of shipping sentimental or family
398 heirloom items.

399 (2) A mover may provide exact copies of the department's
400 publication to shippers or may customize the color, design, and
401 dimension of the front and back covers of the standard
402 department publication. If the mover customizes the publication,
403 the customized publication must include the content specified in
404 subsection (1) and meet the following requirements:

405 (a) The font size used must be at least 10 points, with
406 the exception that the following must appear prominently on the
407 front cover in at least 12-point boldface type: "Your Rights and
408 Responsibilities When You Move. Furnished by Your Mover, as
409 Required by Florida Law."

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

412 (3) The shipper must acknowledge receipt of the
413 publication by signed or electronic acknowledgement in the
414 contract for service.

415 Section 6. Section 507.055, Florida Statutes, is created
416 to read:

417 507.055 Required disclosure and acknowledgment of rights
418 and remedies.—Before executing a contract for service for a
419 move, a mover must provide to a prospective shipper the
420 publication required under s. 507.054 and a concise, easy-to-
421 read, and accurate binding estimate required under s. 507.05(3).

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

425 507.06 Delivery and storage of household goods.—

426 (1) On the agreed upon delivery date or within the
427 timeframe specified in the contract for service, a mover must
428 relinquish household goods to a shipper and must place the
429 household goods inside a shipper's dwelling or, if directed by
430 the shipper, inside a storehouse or warehouse that is owned or
431 rented by the shipper or the shipper's agent, unless the shipper
432 has not tendered payment in accordance with s. 507.065 ~~in the~~
433 ~~amount specified in a written contract or estimate signed and~~
434 ~~dated by the shipper.~~ This requirement may be waived by the
435 shipper. A mover may not, under any circumstances, refuse to
436 relinquish prescription medicines and household goods for use by
437 children, including children's furniture, clothing, or toys,
438 ~~under any circumstances.~~

439 (3) A mover that lawfully fails to relinquish a shipper's
440 household goods may place the goods in storage until payment in
441 accordance with s. 507.065 is tendered; however, the mover must
442 notify the shipper of the location where the goods are stored

443 and the amount due within 5 days after receipt of a written
444 request for that information from the shipper, which request
445 must include the address where the shipper may receive the
446 notice. A mover may not require a prospective shipper to waive
447 any rights or requirements under this section.

448 (4) If a mover becomes aware that it cannot perform the
449 pickup or the delivery of household goods on the date agreed
450 upon or during the timeframe specified in the contract for
451 service due to unanticipated circumstances, the mover shall
452 notify the shipper of the delay and advise the shipper of the
453 amended date or timeframe within which the mover expects to pick
454 up or deliver the household goods in a timely manner.

455 Section 8. Section 507.065, Florida Statutes, is created
456 to read:

457 507.065 Payment.—

458 (1) Except as provided in s. 507.05(3), the maximum amount
459 that a mover may charge before relinquishing household goods to
460 a shipper is the exact amount of the binding estimate, unless
461 waived by the shipper, plus charges for any additional services
462 requested or agreed to in writing by the shipper after the
463 contract for service was issued and for impracticable
464 operations, if applicable.

465 (2) A mover must bill a shipper for any charges assessed
466 under this chapter that are not collected upon delivery of
467 household goods at their destination within 15 days after such
468 delivery. A mover may assess a late fee for any uncollected

469 charges if the shipper fails to make payment within 30 days
 470 after receipt of the bill.

471 Section 9. Subsections (1), (4), and (5) of section
 472 507.07, Florida Statutes, are amended to read:

473 507.07 Violations.—It is a violation of this chapter:

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

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

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

488 Section 10. Section 507.09, Florida Statutes, is amended
 489 to read:

490 507.09 Administrative remedies; penalties.—

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

495 rules or orders issued pursuant to this chapter:

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

497 (b) Imposing an administrative fine in the Class II
 498 category pursuant to s. 570.971 for each act or omission.

499 (c) Directing that the person cease and desist specified
 500 activities.

501 (d) Refusing to register or revoking or suspending a
 502 registration.

503 (e) Placing the registrant on probation, subject to the
 504 conditions specified by the department.

505 (2) The department shall, upon notification and subsequent
 506 written verification by a law enforcement agency, a court, a
 507 state attorney, or the Department of Law Enforcement,
 508 immediately suspend a registration or the processing of an
 509 application for a registration if the registrant, the applicant,
 510 or an officer or a director of the registrant or applicant is
 511 formally charged with a crime involving fraud, theft, larceny,
 512 embezzlement, or fraudulent conversion or misappropriation of
 513 property or a crime arising from conduct during a movement of
 514 household goods until final disposition of the case or removal
 515 or resignation of that officer or director.

516 (3) The administrative proceedings that ~~which~~ could result
 517 in the entry of an order imposing any of the penalties specified
 518 in subsection (1) or subsection (2) are governed by chapter 120.

519 ~~(3) The department may adopt rules under ss. 120.536(1)~~
 520 ~~and 120.54 to administer this chapter.~~

521 Section 11. Subsection (1) of section 507.11, Florida
 522 Statutes, is amended to read:

523 507.11 Criminal penalties.—

524 (1) The refusal of a mover or a mover's employee, agent,
 525 or contractor to comply with an order from a law enforcement
 526 officer to relinquish a shipper's household goods after the
 527 officer determines that the shipper has tendered payment in
 528 accordance with s. 507.065 ~~of the amount of a written estimate~~
 529 ~~or contract~~, or after the officer determines that the mover did
 530 not produce a signed estimate or contract for service upon which
 531 demand is being made for payment, is a felony of the third
 532 degree, punishable as provided in s. 775.082, s. 775.083, or s.
 533 775.084. A mover's compliance with an order from a law
 534 enforcement officer to relinquish household goods to a shipper
 535 is not a waiver or finding of fact regarding any right to seek
 536 further payment from the shipper.

537 Section 12. Section 507.14, Florida Statutes, is created
 538 to read:

539 507.14 Rulemaking.—The department shall adopt rules to
 540 administer this chapter.

541 Section 13. This act shall take effect July 1, 2015.