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LEGISLATIVE ACTION

Senate

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House

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Senator Lee moved the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Section 507.01, Florida Statutes, is reordered
and amended to read:

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

(1) "Accessorial services" means any service performed by a
mover which results in a charge to the shipper and is incidental
to the transportation or shipment of household goods, including,
but not limited to, valuation coverage; preparation of written



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12 inventory; equipment, including dollies, hand trucks, pads,
13 blankets, and straps; storage, packing, unpacking, or crating of
14 articles; hoisting or lowering; waiting time; carrying articles
15 excessive distances to or from the mover's vehicle, which may be
16 cited as "long carry"; overtime loading and unloading;
17 reweighing; disassembly or reassembly; elevator or stair
18 carrying; boxing or servicing of appliances; and furnishing of
19 packing or crating materials. The term includes services not
20 performed by the mover but performed by a third party at the
21 request of the shipper or mover, if the charges for these
22 services are to be paid to the mover by the shipper at or before
23 the time of delivery.

24 (2) "Additional services" means any additional
25 transportation of household goods which is performed by a mover,
26 is not specifically included in a binding estimate or contract,
27 and results in a charge to the shipper.

28 (3)~~(2)~~ "Advertise" means to advise, announce, give notice
29 of, publish, or call attention by use of oral, written, or
30 graphic statement made in a newspaper or other publication or on
31 radio or television, any electronic medium, or contained in any
32 notice, handbill, sign, including signage on vehicle, flyer,
33 catalog or letter, or printed on or contained in any tag or
34 label attached to or accompanying any good.

35 (4) "Binding estimate" means a written or electronic
36 document that specifies the total cost of a move, including, but
37 not limited to, the loading, transportation or shipment, and
38 unloading of household goods and accessorial services the
39 shipper must pay for the complete move of his or her household
40 goods.



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41 (5)~~(3)~~ "Compensation" means money, fee, emolument, quid pro
42 quo, barter, remuneration, pay, reward, indemnification, or
43 satisfaction.

44 (6)~~(4)~~ "Contract for service" or "bill of lading" means a
45 written document approved by the shipper in writing before the
46 performance of any service which authorizes services from the
47 named mover and lists the services and all costs associated with
48 the household move and accessorial services to be performed.

49 (7)~~(5)~~ "Department" means the Department of Agriculture and
50 Consumer Services.

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

56 (8)~~(7)~~ "Household goods" or "goods" means personal effects
57 or other personal property commonly found in a home, personal
58 residence, or other dwelling, including, but not limited to,
59 household furniture. The term does not include freight or
60 personal property moving to or from a factory, store, or other
61 place of business.

62 (9)~~(8)~~ "Household move" or "move" means the loading of
63 household goods into a vehicle, moving container, or other mode
64 of transportation or shipment; the transportation or shipment of
65 those household goods; and the unloading of those household
66 goods, when the transportation or shipment originates and
67 terminates at one of the following ultimate locations,
68 regardless of whether the mover temporarily stores the goods
69 while en route between the originating and terminating



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70 locations:

71 (a) From one dwelling to another dwelling;

72 (b) From a dwelling to a storehouse or warehouse that is
73 owned or rented by the shipper or the shipper's agent; or

74 (c) From a storehouse or warehouse that is owned or rented
75 by the shipper or the shipper's agent to a dwelling.

76 (10) "Impracticable operations" means operations of the
77 mover which are necessary to complete the move due to
78 substantial and unforeseen conditions arising after execution of
79 a contract for household services. Such conditions must make it
80 impractical for a mover to perform pickup or delivery services
81 for a household move as originally provided in the contract.

82 (11)~~(9)~~ "Mover" means a person who, for compensation,
83 contracts for or engages in the loading, transportation or
84 shipment, or unloading of household goods as part of a household
85 move. The term does not include a postal, courier, envelope, or
86 package service that, or a personal laborer who, does not
87 advertise ~~itself~~ as a mover or moving service.

88 (12)~~(10)~~ "Moving broker" or "broker" means a person who,
89 for compensation, arranges for another person to load, transport
90 or ship, or unload household goods as part of a household move
91 or who, for compensation, refers a shipper to a mover by
92 telephone, postal or electronic mail, Internet website, or other
93 means.

94 (13)~~(11)~~ "Moving container" means a receptacle holding at
95 least 200 cubic feet of volume which is used to transport or
96 ship household goods as part of a household move.

97 (14) "Personal laborer" means an individual hired directly
98 by the shipper to assist in the loading and unloading of the



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99 shipper's own household goods. The term does not include any
100 individual who has contracted with or is compensated by a third-
101 party or whose services are brokered as part of a household
102 move.

103 ~~(15)-(12)~~ "Shipper" means a person who uses the services of
104 a mover to transport or ship household goods as part of a
105 household move.

106 ~~(16)-(13)~~ "Storage" means the temporary warehousing of a
107 shipper's goods while under the care, custody, and control of
108 the mover.

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

111 507.02 Construction; intent; application.—

112 (3) This chapter is intended to provide consistency and
113 transparency in moving practices and to create the presumption
114 that movers of household goods will make necessary disclosures
115 and educate uninformed shippers in order to secure the
116 satisfaction and confidence of shippers and members of the
117 public when using a mover.

118 Section 3. Subsection (8) of section 507.03, Florida
119 Statutes, is amended to read:

120 507.03 Registration.—

121 (8) The department may deny, refuse to renew, or revoke the
122 registration of any mover or moving broker based upon a
123 determination that the mover or moving broker, or any of the
124 mover's or moving broker's directors, officers, owners, or
125 general partners:

126 (a) Has failed to meet the requirements for registration as
127 provided in this chapter;



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128 (b) Has been convicted of a crime involving fraud, theft,
129 larceny, embezzlement, or fraudulent conversion or
130 misappropriation of property or a crime arising from conduct
131 during a movement of household goods ~~dishonest dealing, or any~~
132 ~~other act of moral turpitude;~~

133 (c) Has not satisfied a civil fine or penalty arising out
134 of any administrative or enforcement action brought by any
135 governmental agency or private person based upon conduct
136 involving fraud, theft, dishonest dealing, or any violation of
137 this chapter;

138 (d) Has pending against him or her any criminal,
139 administrative, or enforcement proceedings in any jurisdiction,
140 based upon conduct involving fraud, theft, larceny,
141 embezzlement, or fraudulent conversion or misappropriation of
142 property or a crime arising from conduct during a movement of
143 household goods ~~dishonest dealing, or any other act of moral~~
144 ~~turpitude; or~~

145 (e) Has had a judgment entered against him or her in any
146 action brought by the department or the Department of Legal
147 Affairs under this chapter or ss. 501.201-501.213, the Florida
148 Deceptive and Unfair Trade Practices Act.

149 Section 4. Subsections (1), (3), (4), and (5) of section
150 507.04, Florida Statutes, are amended to read:

151 507.04 Required insurance coverages; liability limitations;
152 valuation coverage.—

153 (1) CARGO LIABILITY INSURANCE.—

154 (a)1. Except as provided in paragraph (b), each mover
155 operating in this state must maintain current and valid cargo
156 liability insurance coverage of at least \$10,000 per shipment



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157 for the loss or damage of household goods resulting from the
158 negligence of the mover or its employees or agents.

159 2. The mover must provide the department with evidence of
160 liability insurance coverage before the mover is registered with
161 the department under s. 507.03. All insurance coverage
162 maintained by a mover must remain in effect throughout the
163 mover's registration period. ~~A mover's failure to maintain
164 insurance coverage in accordance with this paragraph constitutes
165 an immediate threat to the public health, safety, and welfare.
166 If a mover fails to maintain insurance coverage, the department
167 may immediately suspend the mover's registration or eligibility
168 for registration, and the mover must immediately cease operating
169 as a mover in this state. In addition, and notwithstanding the
170 availability of any administrative relief pursuant to chapter
171 120, the department may seek from the appropriate circuit court
172 an immediate injunction prohibiting the mover from operating in
173 this state until the mover complies with this paragraph, a civil
174 penalty not to exceed \$5,000, and court costs.~~

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

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

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

184
185 The original bond or certificate of deposit must be filed with



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186 the department and must designate the department as the sole
187 beneficiary. The department must use the bond or certificate of
188 deposit exclusively for the payment of claims to consumers who
189 are injured by the fraud, misrepresentation, breach of contract,
190 misfeasance, malfeasance, or financial failure of the mover or
191 moving broker or by a violation of this chapter by the mover or
192 broker. Liability for these injuries may be determined in an
193 administrative proceeding of the department or through a civil
194 action in a court of competent jurisdiction. However, claims
195 against the bond or certificate of deposit must only be paid, in
196 amounts not to exceed the determined liability for these
197 injuries, by order of the department in an administrative
198 proceeding. The bond or certificate of deposit is subject to
199 successive claims, but the aggregate amount of these claims may
200 not exceed the amount of the bond or certificate of deposit.

201 (3) INSURANCE COVERAGES.—The insurance coverages required
202 under paragraph (1)(a) and subsection (2) must be issued by an
203 insurance company or carrier licensed to transact business in
204 this state under the Florida Insurance Code as designated in s.
205 624.01. The department shall require a mover to present a
206 certificate of insurance of the required coverages before
207 issuance or renewal of a registration certificate under s.
208 507.03. The department shall be named as a certificateholder in
209 the certificate and must be notified at least 10 days before
210 cancellation of insurance coverage. A mover's failure to
211 maintain insurance coverage constitutes an immediate threat to
212 the public health, safety, and welfare. If a mover fails to
213 maintain insurance coverage, the department may immediately
214 suspend the mover's registration or eligibility for



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215 registration, and the mover must immediately cease operating as
216 a mover in this state. In addition, and notwithstanding the
217 availability of any administrative relief pursuant to chapter
218 120, the department may seek from the appropriate circuit court
219 an immediate injunction prohibiting the mover from operating in
220 this state until the mover complies with this paragraph. The
221 mover may also be assessed a civil penalty not to exceed \$5,000
222 and court costs.

223 (4) INDEMNIFICATION LIABILITY LIMITATIONS; VALUATION
224 RATES. ~~A mover may not limit its liability for the loss or~~
225 ~~damage of household goods to a valuation rate that is less than~~
226 ~~60 cents per pound per article. A provision of a contract for~~
227 ~~moving services is void if the provision limits a mover's~~
228 ~~liability to a valuation rate that is less than the minimum rate~~
229 ~~under this subsection. If a mover limits its liability for a~~
230 ~~shipper's goods, the mover must disclose the limitation,~~
231 ~~including the valuation rate, to the shipper in writing at the~~
232 ~~time that the estimate and contract for services are executed~~
233 ~~and before any moving or accessorial services are provided. The~~
234 ~~disclosure must also inform the shipper of the opportunity to~~
235 ~~purchase valuation coverage if the mover offers that coverage~~
236 ~~under subsection (5).~~

237 (5) ~~VALUATION COVERAGE.~~ A mover shall indemnify ~~may offer~~
238 ~~valuation coverage to compensate a shipper for the full~~
239 replacement value ~~loss or damage~~ of the shipper's household
240 goods that are lost or damaged by the mover during a household
241 move. The shipper may waive or amend the indemnification, and
242 the waiver must be made by a signed or electronic acknowledgment
243 in the contract ~~If a mover offers valuation coverage, the~~



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244 ~~coverage must indemnify the shipper for at least the minimum~~
245 ~~valuation rate required under subsection (4).~~ The mover must
246 disclose the terms of the indemnification coverage to the
247 shipper in writing ~~in at the time that~~ the binding estimate and
248 ~~again when the~~ contract for services is ~~are~~ executed and before
249 any moving or accessorial services are provided. ~~The disclosure~~
250 ~~must inform the shipper of the cost of the valuation coverage,~~
251 ~~the valuation rate of the coverage, and the opportunity to~~
252 ~~reject the coverage. If valuation coverage compensates a shipper~~
253 ~~for at least the minimum valuation rate required under~~
254 ~~subsection (4), the coverage satisfies the mover's liability for~~
255 ~~the minimum valuation rate.~~

256 Section 5. Section 507.05, Florida Statutes, is amended to
257 read:

258 507.05 Physical surveys, binding estimates, and contracts
259 ~~for service. Before providing any moving or accessorial~~
260 ~~services, a contract and estimate must be provided to a~~
261 ~~prospective shipper in writing, must be signed and dated by the~~
262 ~~shipper and the mover, and must include:~~

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

266 (2) WAIVER OF SURVEY.—A shipper may elect to waive the
267 physical survey, and such waiver must be in writing and signed
268 or electronically acknowledged by the shipper before provision
269 or waiver of the binding estimate by the shipper. The mover
270 shall retain a copy of the waiver as an addendum to the contract
271 for service.

272 (3) BINDING ESTIMATE.—Before executing a contract for



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273 service for a household move, and at least 48 hours before the
274 scheduled time and date of a shipment of household goods, a
275 mover must provide a binding estimate. The binding estimate
276 shall be based on a physical survey conducted under subsection
277 (1), unless waived pursuant to subsection (2).

278 (a) The shipper may waive the binding estimate if the
279 waiver is made by signed or electronic acknowledgment before the
280 commencement of the 48-hour period before the household goods
281 are loaded. The mover shall retain a copy of the waiver as an
282 addendum to the contract for services. To be enforceable, a
283 waiver executed under this paragraph must, at a minimum, include
284 a statement in uppercase type that is at least 5 points larger
285 than, and clearly distinguishable from, the rest of the text of
286 the waiver or release containing the statement. The exact
287 statement to be included in a waiver of a binding estimate to be
288 used by all movers shall be determined by the department in
289 rulemaking and must include a delineation of the specific rights
290 that a shipper may lose by waiving the binding estimate.

291 (b) The shipper may also waive the 48-hour period if the
292 moving services requested commence within 48 hours of the
293 shipper's initial contact with the mover contracted to perform
294 the moving services.

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

297 1. The table of measures or hourly quotation used by the
298 mover or the mover's agent in preparing the binding estimate.

299 2. The date the binding estimate was prepared and the
300 proposed date of the move, if any.

301 3. An itemized breakdown and description of services, and



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302 the total cost to the shipper of loading, transporting or
303 shipping, unloading, and accessorial services.

304 4. A statement that the estimate is binding on the mover
305 and the shipper and that the charges shown apply only to those
306 services specifically identified in the estimate.

307 5. Identification of acceptable forms of payment.

308 (d) The binding estimate must be signed or electronically
309 acknowledged by the mover and the shipper, and a copy must be
310 provided to the shipper by the mover at the time that the
311 binding estimate is signed or electronically acknowledged.

312 (e) A binding estimate may only be amended by the mover
313 before the scheduled loading of household goods for shipment
314 when the shipper has requested additional services of the mover
315 not previously disclosed in the original binding estimate, or
316 upon mutual agreement of the mover and the shipper. Once a mover
317 begins to load the household goods for a move, failure to
318 execute a new binding estimate signifies the mover has
319 reaffirmed the original binding estimate.

320 (f) A mover may not collect more than the amount of the
321 binding estimate unless:

322 1. The shipper waives receipt of a binding estimate under
323 this subsection.

324 2. The shipper tenders additional household goods, requests
325 additional services, or requires services that are not
326 specifically included in the binding estimate, in which case the
327 mover may execute an addendum to the binding estimate describing
328 the additional household goods or need for additional services
329 and the associated charges in writing. The mover must allow the
330 shipper at least 1 hour to determine whether to execute the



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331 addendum. The mover may require full payment at the destination
332 for the costs associated with the additional requested services
333 as provided in the addendum to the binding estimate. If the
334 shipper refuses to execute the addendum, the mover may refuse to
335 ship the additional goods or perform the additional services
336 requested.

337 3. The mover advises the shipper, in advance of
338 performance, that impracticable operations are essential to
339 properly perform the move. The mover must allow the shipper at
340 least 1 hour to determine whether to authorize the additional
341 services.

342 a. If the shipper agrees to pay for the impracticable
343 operations, the mover must execute a written addendum to the
344 contract for services, which must be signed or electronically
345 acknowledged by the shipper. The addendum may be delivered to
346 the shipper by personal delivery, facsimile, e-mail, overnight
347 courier, or certified mail, with return receipt requested. The
348 mover must bill the shipper for the agreed upon additional
349 services within 15 days after the delivery of those additional
350 services pursuant to s. 507.065.

351 b. If the shipper does not agree to pay for the additional
352 services, the mover may perform and, pursuant to s. 507.06, bill
353 the shipper for those additional services necessary to complete
354 the delivery. It is the mover's burden to show that the
355 impracticable operations were necessary to properly perform the
356 move.

357 (g) A mover shall retain a copy of the binding estimate and
358 any addendums thereto for each move performed for at least 1
359 year after its preparation date as an attachment to the contract



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360 for service.

361 (4) CONTRACT FOR SERVICE.—Before providing any moving or
362 accessorial services, a mover must provide a contract for
363 service to the shipper, which the shipper must sign or
364 electronically acknowledge and date.

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

366 1.(1) The name, telephone number, and physical address
367 where the mover's employees are available during normal business
368 hours.

369 2.(2) The date the contract ~~was~~ ~~or estimate is~~ prepared and
370 the ~~any~~ proposed date of the move, if any.

371 3.(3) The name and address of the shipper, the addresses
372 where the articles are to be picked up and delivered, and a
373 telephone number where the shipper may be reached.

374 4.(4) The name, telephone number, and physical address of
375 any location where the household goods will be held pending
376 further transportation, including situations in which ~~where~~ the
377 mover retains possession of household goods pending resolution
378 of a fee dispute with the shipper.

379 5.(5) A binding estimate provided in accordance with
380 subsection (3) ~~An itemized breakdown and description and total~~
381 ~~of all costs and services for loading, transportation or~~
382 ~~shipment, unloading, and accessorial services to be provided~~
383 ~~during a household move or storage of household goods.~~

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

387 7. If the household goods are transported under an
388 agreement to collect payment upon delivery, the maximum payment



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389 that the mover may demand at the time of delivery.

390 8.(6) Acceptable forms of payment, which must be clearly
391 and conspicuously disclosed to the shipper on the binding
392 estimate and the contract for services. A mover must ~~shall~~
393 accept at least a minimum of two of the three following forms of
394 payment:

395 a.(a) Cash, cashier's check, money order, or traveler's
396 check;

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

399 c.(c) Valid credit card, which shall include, but not be
400 limited to, Visa or MasterCard.

401
402 ~~A mover must clearly and conspicuously disclose to the shipper~~
403 ~~in the estimate and contract for services the forms of payments~~
404 ~~the mover will accept, including the forms of payment described~~
405 ~~in paragraphs (a)-(c).~~

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

408 (c) A copy of the contract for service must accompany the
409 household goods whenever they are in the mover's or the mover's
410 agent's possession. Before a vehicle that is being used for the
411 move leaves the point of origin, the driver responsible for the
412 move must have the contract for service in his or her
413 possession.

414 (d) A mover shall retain a contract for service for each
415 move it performs for at least 1 year after the date the contract
416 for service was signed or electronically acknowledged.

417 Section 6. Section 507.054, Florida Statutes, is created to



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418 read:

419 507.054 Publication.—

420 (1) The department shall prepare a publication that
421 includes a summary of the rights and responsibilities of, and
422 remedies available to movers and shippers under this chapter.
423 The publication must include a statement that a mover's failure
424 to relinquish household goods as required by this chapter
425 constitutes a felony of the third degree, punishable as provided
426 in s. 775.082, s. 775.083, or s. 775.084, that any other
427 violation of this chapter constitutes a misdemeanor of the first
428 degree, punishable as provided in s. 775.082 or s. 775.083, and
429 that any violation of this chapter constitutes a violation of
430 the Florida Deceptive and Unfair Trade Practices Act. The
431 publication must also include a notice to the shipper about the
432 potential risks of shipping sentimental or family heirloom
433 items. The department shall make the publication available to
434 the public on the department's website.

435 (2) A mover must provide an electronic or hard copy of the
436 department's publication to shippers at the physical survey, or
437 if the physical survey is timely waived by the shipper, before
438 contracting for the household move.

439 (3) A mover may customize the color, design, and dimension
440 of the front and back covers of the standard department
441 publication. If the mover customizes the publication, the
442 customized publication must include the content specified in
443 subsection (1) and meet the following requirements:

444 (a) The font size used must be at least 10 points, with the
445 exception that the following must appear prominently on the
446 front cover in at least 12-point boldface type: "Your Rights and



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447 Responsibilities When You Move. Furnished by Your Mover, as
448 Required by Florida Law.”

449 (b) The size of the booklet must be at least 36 square
450 inches.

451 (4) The shipper must acknowledge receipt of the electronic
452 or hard copy of the publication by signed or electronic
453 acknowledgment in the contract.

454 Section 7. Section 507.055, Florida Statutes, is created to
455 read:

456 507.055 Required disclosure and acknowledgment of rights
457 and remedies.—Before executing a contract for service for a
458 move, a mover must provide to a prospective shipper all of the
459 following:

460 (1) The publication required under s. 507.054.

461 (2) A concise, easy-to-read, and accurate binding estimate
462 required under s. 507.05(3).

463 Section 8. Subsections (1) and (3) of section 507.06,
464 Florida Statutes, are amended, and subsection (4) is added to
465 that section, to read:

466 507.06 Delivery and storage of household goods.—

467 (1) On the agreed upon delivery date or within the
468 timeframe specified in the contract for service, a mover must
469 relinquish household goods to a shipper and must place the
470 household goods inside a shipper’s dwelling or, if directed by
471 the shipper, inside a storehouse or warehouse that is owned or
472 rented by the shipper or the shipper’s agent, unless the shipper
473 has not tendered payment pursuant to s. 507.065 in the amount
474 specified in a written contract or estimate signed and dated by
475 the shipper. This requirement may be waived by the shipper. A



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476 mover may not, under any circumstances, refuse to relinquish
477 prescription medicines and household goods for use by children,
478 including children's furniture, clothing, or toys, ~~under any~~
479 ~~circumstances.~~

480 (3) A mover that lawfully fails to relinquish a shipper's
481 household goods may place the goods in storage until payment in
482 accordance with s. 507.065 is tendered; however, the mover must
483 notify the shipper of the location where the goods are stored
484 and the amount due within 5 days after receipt of a written
485 request for that information from the shipper, which request
486 must include the address where the shipper may receive the
487 notice. A mover may not require a prospective shipper to waive
488 any rights or requirements under this section.

489 (4) If a mover becomes aware that it will be unable to
490 perform either the pickup or the delivery of household goods on
491 the date agreed upon or during the timeframe specified in the
492 contract for service due to circumstances not anticipated by the
493 contract, the mover shall notify the shipper of the delay and
494 advise the shipper of the amended date or timeframe within which
495 the mover expects to pick up or deliver the household goods in a
496 timely manner.

497 Section 9. Section 507.065, Florida Statutes, is created to
498 read:

499 507.065 Payment.-

500 (1) Except as provided in s. 507.05(3), the maximum amount
501 that a mover may charge before relinquishing household goods to
502 a shipper is the exact amount of the binding estimate, unless
503 waived by the shipper.

504 (2) A mover must bill a shipper for any charges assessed



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505 under this chapter which are not collected upon delivery of
506 household goods at their destination within 15 days after such
507 delivery. A mover may assess a late fee for any uncollected
508 charges if the shipper fails to make payment within 30 days
509 after receipt of the bill.

510 Section 10. Subsections (1), (4), and (5) and paragraphs
511 (a) and (b) of subsection (6) of section 507.07, Florida
512 Statutes, are amended to read:

513 507.07 Violations.—It is a violation of this chapter:

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

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

524 (5) To withhold delivery of household goods or in any way
525 hold household goods in storage against the expressed wishes of
526 the shipper if payment has been made as delineated in the
527 binding estimate or contract for services, or pursuant to this
528 chapter.

529 (6) ~~(a) To include in any contract any provision purporting~~
530 ~~to waive or limit any right or benefit provided to shippers~~
531 ~~under this chapter.~~

532 ~~(a)(b)~~ Unless expressly authorized by this chapter, to seek
533 or solicit a waiver or acceptance of limitation from a shipper



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534 concerning rights or benefits provided under this chapter.

535 Section 11. Section 507.09, Florida Statutes, is amended to
536 read:

537 507.09 Administrative remedies; penalties.—

538 (1) The department may enter an order doing one or more of
539 the following if the department finds that a mover or moving
540 broker, or a person employed or contracted by a mover or broker,
541 has violated or is operating in violation of this chapter or the
542 rules or orders issued pursuant to this chapter:

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

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

546 (c) Directing that the person cease and desist specified
547 activities.

548 (d) Refusing to register or revoking or suspending a
549 registration.

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

552 (2) The department shall, upon notification and subsequent
553 written verification by a law enforcement agency, a court, a
554 state attorney, or the Department of Law Enforcement,
555 immediately suspend a registration or the processing of an
556 application for a registration if the registrant, applicant, or
557 an officer or director of the registrant or applicant is
558 formally charged with a crime involving fraud, theft, larceny,
559 embezzlement, or fraudulent conversion or misappropriation of
560 property or a crime arising from conduct during a movement of
561 household goods until final disposition of the case or removal
562 or resignation of that officer or director.



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

566 ~~(3) The department may adopt rules under ss. 120.536(1) and~~
567 ~~120.54 to administer this chapter.~~

568 Section 12. Subsection (4) of section 507.10, Florida
569 Statutes, is amended to read:

570 507.10 Civil penalties; remedies.—

571 (4) Except as expressly authorized by this chapter, any
572 provision in a contract for services or bill of lading from a
573 mover or moving broker that purports to waive, limit, restrict,
574 or avoid any of the duties, obligations, or prescriptions of the
575 mover or broker, as provided in this chapter, is void.

576 Section 13. Section 507.11, Florida Statutes, is amended to
577 read:

578 507.11 Criminal penalties.—

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



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592 the shipper.

593 (2) Except as provided in subsection (1), any person or
594 business that violates this chapter commits a misdemeanor of the
595 first degree, punishable as provided in s. 775.082 or s.
596 775.083.

597 Section 14. Section 507.14, Florida Statutes, is created to
598 read:

599 507.14 Rulemaking.—The department shall adopt rules to
600 administer this chapter.

601 Section 15. This act shall take effect July 1, 2015.

602

603 ===== T I T L E A M E N D M E N T =====

604 And the title is amended as follows:

605 Delete everything before the enacting clause
606 and insert:

607 A bill to be entitled

608 An act relating to household moving services; amending
609 s. 507.01, F.S.; defining and redefining terms;
610 amending s. 507.02, F.S.; clarifying intent; amending
611 s. 507.03, F.S.; revising the conditions under which
612 the Department of Agriculture and Consumer Services is
613 authorized to deny, refuse to renew, or revoke the
614 registration of any mover or moving broker; amending
615 s. 507.04, F.S.; removing a prohibition that precludes
616 a mover from limiting its liability for the loss or
617 damage of household goods to a specified valuation
618 rate; removing a requirement that a mover disclose a
619 liability limitation when the mover limits its
620 liability for a shipper's goods; requiring a mover to



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621 indemnify a shipper for the loss of or damage to the
622 shipper's household goods caused by the mover during a
623 household move; requiring the mover to indemnify the
624 shipper for at least the cost of repair or replacement
625 of goods unless waived or amended by the shipper;
626 authorizing the shipper to waive or amend the
627 indemnification for loss of or damage to the shipper's
628 household goods; requiring that the waiver be made in
629 a signed or electronic acknowledgment in the contract;
630 revising the time at which the mover must disclose the
631 terms of the coverage, including any deductibles, to
632 the shipper in writing; revising the information that
633 the disclosure must provide to the shipper; amending
634 s. 507.05, F.S.; requiring a mover to conduct a
635 physical survey and provide a binding estimate in
636 certain circumstances unless waived by the shipper;
637 requiring specified content for the binding estimate;
638 authorizing a shipper to waive the binding estimate in
639 certain circumstances; requiring the mover and shipper
640 to sign or electronically acknowledge the estimate;
641 requiring the mover to provide the shipper with a copy
642 of the estimate at the time of signature or electronic
643 acknowledgment; providing that a binding estimate may
644 be amended only under certain circumstances;
645 authorizing a mover to charge more than the binding
646 estimate in certain circumstances; requiring a mover
647 to allow a shipper at least 1 hour to determine
648 whether to authorize impracticable operations;
649 requiring a mover to retain a copy of the binding



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650 estimate for a specified period; requiring a mover to
651 provide a contract for service to the shipper before
652 providing moving or accessorial services; requiring a
653 driver to have possession of the contract before
654 leaving the point of origin; requiring a mover to
655 retain a contract of service for a specified period;
656 creating s. 507.054, F.S.; requiring the department to
657 prepare a publication that summarizes the rights and
658 responsibilities of, and remedies available to, movers
659 and shippers; requiring the department to make the
660 publication available to the public on the
661 department's website; requiring the mover to provide
662 an electronic or hard copy of the department's
663 publication to shippers at specified times; requiring
664 the publication to meet certain specifications;
665 requiring the shipper to acknowledge receipt of the
666 copy of the publication by signed or electronic
667 acknowledgment; creating s. 507.055, F.S.; requiring a
668 mover to provide certain disclosures to a prospective
669 shipper; amending s. 507.06, F.S.; requiring a mover
670 to tender household goods for delivery on the agreed
671 upon delivery date or within a specified period unless
672 waived by the shipper; requiring a mover to notify and
673 provide certain information to a shipper if the mover
674 is unable to perform delivery on the agreed upon date
675 or during the specified period; creating s. 507.065,
676 F.S.; providing a maximum amount that a mover may
677 charge a shipper unless waived by the shipper;
678 requiring a mover to bill a shipper for specified



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679 charges in certain circumstances; authorizing a mover
680 to assess a late fee for any uncollected charges in
681 certain circumstances; amending s. 507.07, F.S.;
682 providing that it is a violation of ch. 507, F.S., to
683 fail to comply with specified provisions; providing
684 that it is a violation of ch. 507, F.S., to increase
685 the contracted cost for moving services in certain
686 circumstances; conforming provisions to changes made
687 by the act; amending s. 507.09, F.S.; requiring the
688 department, upon verification by certain entities, to
689 immediately suspend a registration or the processing
690 of an application for a registration in certain
691 circumstances; amending s. 507.10, F.S.; conforming a
692 provision to changes made by the act; amending s.
693 507.11, F.S.; providing criminal penalties; creating
694 s. 507.14, F.S.; requiring the department to adopt
695 rules; providing an effective date.