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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/08/2015	.	
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Appropriations Subcommittee on General Government (Lee)  
recommended the following:

1           **Senate Substitute for Amendment (949376) (with title**  
2 **amendment)**

3  
4           Delete lines 82 - 567  
5 and insert:

6           Section 1. Present subsections (2) through (5) of section  
7 507.01, Florida Statutes, are redesignated as subsections (3)  
8 through (6), respectively, present subsections (9), (10), and  
9 (11) of that section are redesignated as subsections (10), (11),  
10 and (12), respectively, present subsections (12) and (13) of



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11 that section are redesignated as subsections (14) and (15),  
12 respectively, new subsections (2), (9), and (13) are added to  
13 that section, and present subsections (6) and (9) are amended,  
14 to read:

15 507.01 Definitions.—As used in this chapter, the term:

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

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

25 (9) "Impracticable operations" means conditions arising  
26 after execution of a contract for household moving services  
27 which make it impractical for a mover to perform pickup or  
28 delivery services for a household move.

29 ~~(10)~~ (9) "Mover" means a person who, for compensation,  
30 contracts for or engages in the loading, transportation or  
31 shipment, or unloading of household goods as part of a household  
32 move. The term does not include a postal, courier, envelope, or  
33 package service that, or a personal laborer who, does not  
34 advertise itself as a mover or moving service.

35 (13) "Personal laborer" means an individual hired directly  
36 by the shipper to assist in the loading and unloading of the  
37 shipper's own household goods. The term does not include any  
38 individual who has contracted with or is compensated by a third-  
39 party or whose services are brokered as part of a household



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40 move.

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

43 507.02 Construction; intent; application.—

44 (3) This chapter is intended to provide consistency and  
45 transparency in moving practices and to secure the satisfaction  
46 and confidence of shippers and members of the public when using  
47 a mover.

48 Section 3. Subsections (1), (3), (4), and (5) of section  
49 507.04, Florida Statutes, are amended to read:

50 507.04 Required insurance coverages; liability limitations;  
51 valuation coverage.—

52 (1) CARGO LIABILITY INSURANCE.—

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

58 2. The mover must provide the department with evidence of  
59 liability insurance coverage before the mover is registered with  
60 the department under s. 507.03. All insurance coverage  
61 maintained by a mover must remain in effect throughout the  
62 mover's registration period. ~~A mover's failure to maintain~~  
63 ~~insurance coverage in accordance with this paragraph constitutes~~  
64 ~~an immediate threat to the public health, safety, and welfare.~~  
65 ~~If a mover fails to maintain insurance coverage, the department~~  
66 ~~may immediately suspend the mover's registration or eligibility~~  
67 ~~for registration, and the mover must immediately cease operating~~  
68 ~~as a mover in this state. In addition, and notwithstanding the~~



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69 ~~availability of any administrative relief pursuant to chapter~~  
70 ~~120, the department may seek from the appropriate circuit court~~  
71 ~~an immediate injunction prohibiting the mover from operating in~~  
72 ~~this state until the mover complies with this paragraph, a civil~~  
73 ~~penalty not to exceed \$5,000, and court costs.~~

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

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

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

83  
84 The original bond or certificate of deposit must be filed with  
85 the department and must designate the department as the sole  
86 beneficiary. The department must use the bond or certificate of  
87 deposit exclusively for the payment of claims to consumers who  
88 are injured by the fraud, misrepresentation, breach of contract,  
89 misfeasance, malfeasance, or financial failure of the mover or  
90 moving broker or by a violation of this chapter by the mover or  
91 broker. Liability for these injuries may be determined in an  
92 administrative proceeding of the department or through a civil  
93 action in a court of competent jurisdiction. However, claims  
94 against the bond or certificate of deposit must only be paid, in  
95 amounts not to exceed the determined liability for these  
96 injuries, by order of the department in an administrative  
97 proceeding. The bond or certificate of deposit is subject to



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98 successive claims, but the aggregate amount of these claims may  
99 not exceed the amount of the bond or certificate of deposit.

100 (3) INSURANCE COVERAGES.—The insurance coverages required  
101 under paragraph (1)(a) and subsection (2) must be issued by an  
102 insurance company or carrier licensed to transact business in  
103 this state under the Florida Insurance Code as designated in s.  
104 624.01. The department shall require a mover to present a  
105 certificate of insurance of the required coverages before  
106 issuance or renewal of a registration certificate under s.  
107 507.03. The department shall be named as a certificateholder in  
108 the certificate and must be notified at least 10 days before  
109 cancellation of insurance coverage. A mover's failure to  
110 maintain insurance coverage constitutes an immediate threat to  
111 the public health, safety, and welfare. If a mover fails to  
112 maintain insurance coverage, the department may immediately  
113 suspend the mover's registration or eligibility for  
114 registration, and the mover must immediately cease operating as  
115 a mover in this state. In addition, and notwithstanding the  
116 availability of any administrative relief pursuant to chapter  
117 120, the department may seek from the appropriate circuit court  
118 an immediate injunction prohibiting the mover from operating in  
119 this state until the mover complies with this paragraph. The  
120 mover may also be assessed a civil penalty not to exceed \$5,000  
121 and court costs.

122 (4) ~~LIABILITY LIMITATIONS; VALUATION RATES.~~ ~~A mover may not~~  
123 ~~limit its liability for the loss or damage of household goods to~~  
124 ~~a valuation rate that is less than 60 cents per pound per~~  
125 ~~article. A provision of a contract for moving services is void~~  
126 ~~if the provision limits a mover's liability to a valuation rate~~



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127 ~~that is less than the minimum rate under this subsection. If a~~  
128 ~~mover limits its liability for a shipper's goods, the mover must~~  
129 ~~disclose the limitation, including the valuation rate, to the~~  
130 ~~shipper in writing at the time that the estimate and contract~~  
131 ~~for services are executed and before any moving or accessorial~~  
132 ~~services are provided. The disclosure must also inform the~~  
133 ~~shipper of the opportunity to purchase valuation coverage if the~~  
134 ~~mover offers that coverage under subsection (5).~~

135       ~~(5)~~ VALUATION COVERAGE.—A mover shall ~~may~~ offer valuation  
136 coverage to compensate a shipper for the loss or damage of the  
137 shipper's household goods that are lost or damaged during a  
138 household move. ~~If a mover offers valuation coverage,~~ The  
139 coverage must indemnify the shipper for at least the cost of  
140 repair or replacement of the goods, unless waived or amended by  
141 the shipper. The shipper may waive or amend the valuation  
142 coverage, and the waiver must be made in a signed acknowledgment  
143 in the contract ~~minimum valuation rate required under subsection~~  
144 ~~(4)~~. The mover must disclose the terms of the coverage to the  
145 shipper in writing, including any deductibles, in at the time  
146 ~~that~~ the binding estimate and again when the contract for  
147 services is ~~are~~ executed and before any moving or accessorial  
148 services are provided. The disclosure must inform the shipper of  
149 the cost of the valuation coverage, if any ~~the valuation rate of~~  
150 ~~the coverage, and the opportunity to reject the coverage. If~~  
151 ~~valuation coverage compensates a shipper for at least the~~  
152 ~~minimum valuation rate required under subsection (4), the~~  
153 ~~coverage satisfies the mover's liability for the minimum~~  
154 ~~valuation rate.~~

155       Section 4. Section 507.05, Florida Statutes, is amended to



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156 read:

157       507.05 Physical surveys, binding estimates, and contracts  
158 for service. ~~Before providing any moving or accessorial~~  
159 ~~services, a contract and estimate must be provided to a~~  
160 ~~prospective shipper in writing, must be signed and dated by the~~  
161 ~~shipper and the mover, and must include:~~

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

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

170       (3) BINDING ESTIMATE.—Before executing a contract for  
171 service for a household move, and at least 48 hours before the  
172 scheduled time and date of a shipment of household goods, a  
173 mover must provide a binding estimate of the total charges,  
174 including, but not limited to, the loading, transportation or  
175 shipment, and unloading of household goods and accessorial  
176 services. The binding estimate shall be based on a physical  
177 survey conducted pursuant to subsection (1), unless waived  
178 pursuant to subsection (2).

179       (a) The shipper may waive the binding estimate if the  
180 waiver is made by signed or electronic acknowledgment before the  
181 commencement of the 48-hour period before the household goods  
182 are loaded. The mover shall retain a copy of the waiver as an  
183 addendum to the contract for services. To be enforceable, a  
184 waiver executed under this paragraph must, at a minimum, include



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185 a statement in uppercase type that is at least 5 points larger  
186 than, and clearly distinguishable from, the rest of the text of  
187 the waiver or release containing the statement. The exact  
188 statement to be included in a waiver of a binding estimate to be  
189 used by all movers shall be determined by the department in  
190 rulemaking and must include a delineation of the specific rights  
191 that a shipper may lose by waiving the binding estimate.

192 (b) The shipper may also waive the 48-hour period if the  
193 moving services requested commence within 48 hours of the  
194 shipper's initial contact with the mover contracted to perform  
195 the moving services.

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

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

200 2. The date the estimate was prepared and the proposed date  
201 of the move, if any.

202 3. An itemized breakdown and description of services, and  
203 the total cost to the shipper of loading, transporting or  
204 shipping, unloading, and accessorial services.

205 4. A statement that the estimate is binding on the mover  
206 and the shipper and that the charges shown apply only to those  
207 services specifically identified in the estimate.

208 5. Identification of acceptable forms of payment.

209 (d) A mover may charge a one-time fee, not to exceed \$100,  
210 for providing a binding estimate.

211 (e) The binding estimate must be signed by the mover and  
212 the shipper, and a copy must be provided to the shipper by the  
213 mover at the time that the estimate is signed.





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214       (f) A binding estimate may only be amended by the mover  
215 before the scheduled loading of household goods for shipment  
216 when the shipper has requested additional services of the mover  
217 not previously disclosed in the original binding estimate, or  
218 upon mutual agreement of the mover and the shipper. Once a mover  
219 begins to load the household goods for a move, failure to  
220 execute a new binding estimate signifies the mover has  
221 reaffirmed the original binding estimate.

222       (g) A mover may not collect more than the amount of the  
223 binding estimate unless:

224       1. The shipper waives receipt of a binding estimate under  
225 this subsection.

226       2. The shipper tenders additional household goods, requests  
227 additional services, or requires services that are not  
228 specifically included in the binding estimate, in which case the  
229 mover is not required to honor the estimate. If, despite the  
230 addition of household goods or the need for additional services,  
231 the mover chooses to perform the move, it must, before loading  
232 the household goods, inform the shipper of the associated  
233 charges in writing. The mover may require full payment at the  
234 destination for the costs associated with the additional  
235 requested services and the full amount of the original binding  
236 estimate.

237       3. Upon issuance of the contract for services, the mover  
238 advises the shipper, in advance of performing additional  
239 services, including accessorial services, that such services are  
240 essential to properly performing the move. The mover must allow  
241 the shipper at least 1 hour to determine whether to authorize  
242 the additional services.



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243 a. If the shipper agrees to pay for the additional  
244 services, the mover must execute a written addendum to the  
245 contract for services, which must be signed by the shipper. The  
246 addendum may be sent to the shipper by facsimile, e-mail,  
247 overnight courier, or certified mail, with return receipt  
248 requested. The mover must bill the shipper for the agreed upon  
249 additional services within 15 days after the delivery of those  
250 additional services pursuant to s. 507.06.

251 b. If the shipper does not agree to pay for the additional  
252 services, the mover may perform and, pursuant to s. 507.06, bill  
253 the shipper for those additional services necessary to complete  
254 the delivery.

255 (h) A mover shall retain a copy of the binding estimate for  
256 each move performed for at least 1 year after its preparation  
257 date as an attachment to the contract for service.

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

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

262 1.~~(1)~~ The name, telephone number, and physical address  
263 where the mover's employees are available during normal business  
264 hours.

265 2.~~(2)~~ The date the contract was ~~or estimate is~~ prepared and  
266 the ~~any~~ proposed date of the move, if any.

267 3.~~(3)~~ The name and address of the shipper, the addresses  
268 where the articles are to be picked up and delivered, and a  
269 telephone number where the shipper may be reached.

270 4.~~(4)~~ The name, telephone number, and physical address of  
271 any location where the household goods will be held pending



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272 further transportation, including situations in which ~~where~~ the  
273 mover retains possession of household goods pending resolution  
274 of a fee dispute with the shipper.

275 5.~~(5)~~ A binding estimate provided in accordance with  
276 subsection (3) ~~An itemized breakdown and description and total~~  
277 ~~of all costs and services for loading, transportation or~~  
278 ~~shipment, unloading, and accessorial services to be provided~~  
279 ~~during a household move or storage of household goods.~~

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

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

286 8.~~(6)~~ Acceptable forms of payment, which must be clearly  
287 and conspicuously disclosed to the shipper on the binding  
288 estimate and the contract for services. A mover must ~~shall~~  
289 accept at least ~~a minimum~~ of two of the three following forms of  
290 payment:

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

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

295 c.~~(c)~~ Valid credit card, which shall include, but not be  
296 limited to, Visa or MasterCard. ~~A mover must clearly and~~  
297 ~~conspicuously disclose to the shipper in the estimate and~~  
298 ~~contract for services the forms of payments the mover will~~  
299 ~~accept, including the forms of payment described in paragraphs~~  
300 ~~(a)-(c).~~



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

303       (c) A copy of the contract for service must accompany the  
304 household goods whenever they are in the mover's or the mover's  
305 agent's possession. Before a vehicle that is being used for the  
306 move leaves the point of origin, the driver responsible for the  
307 move must have the contract for service in his or her  
308 possession.

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

312       Section 5. Section 507.054, Florida Statutes, is created to  
313 read:

314       507.054 Publication.—

315       (1) The department shall prepare a publication that  
316 includes a summary of the rights and responsibilities of, and  
317 remedies available to movers and shippers under this chapter.  
318 The publication must include a statement that a mover's failure  
319 to relinquish household goods as required by this chapter  
320 constitutes a felony of the third degree, punishable as provided  
321 in s. 775.082, s. 775.083, or s. 775.084, that any other  
322 violation of this chapter constitutes a misdemeanor of the first  
323 degree, punishable as provided in s. 775.082 or s. 775.083, and  
324 that any violation of this chapter constitutes a violation of  
325 the Florida Deceptive and Unfair Trade Practices Act. The  
326 publication must also include a notice to the shipper about the  
327 potential risks of shipping sentimental or family heirloom  
328 items.

329       (2) A mover may provide exact copies of the department's



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330 publication to shippers or may customize the color, design, and  
331 dimension of the front and back covers of the standard  
332 department publication. If the mover customizes the publication,  
333 the customized publication must include the content specified in  
334 subsection (1) and meet the following requirements:

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

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

342 (3) The shipper must acknowledge receipt of the publication  
343 by signed acknowledgement in the contract.

344 Section 6. Section 507.055, Florida Statutes, is created to  
345 read:

346 507.055 Required disclosure and acknowledgment of rights  
347 and remedies.—Before executing a contract for service for a  
348 move, a mover must provide to a prospective shipper all of the  
349 following:

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

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

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

356 507.06 Delivery and storage of household goods.—

357 (1) On the agreed upon delivery date or within the  
358 timeframe specified in the contract for service, a mover must



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359 relinquish household goods to a shipper and must place the  
360 household goods inside a shipper's dwelling or, if directed by  
361 the shipper, inside a storehouse or warehouse that is owned or  
362 rented by the shipper or the shipper's agent, unless the shipper  
363 has not tendered payment pursuant to s. 507.065 ~~in the amount~~  
364 ~~specified in a written contract or estimate signed and dated by~~  
365 ~~the shipper.~~ This requirement may be waived by the shipper. A  
366 mover may not, under any circumstances, refuse to relinquish  
367 prescription medicines and household goods for use by children,  
368 including children's furniture, clothing, or toys, ~~under any~~  
369 ~~circumstances.~~

370 (3) A mover that lawfully fails to relinquish a shipper's  
371 household goods may place the goods in storage until payment in  
372 accordance with s. 507.065 is tendered; however, the mover must  
373 notify the shipper of the location where the goods are stored  
374 and the amount due within 5 days after receipt of a written  
375 request for that information from the shipper, which request  
376 must include the address where the shipper may receive the  
377 notice. A mover may not require a prospective shipper to waive  
378 any rights or requirements under this section.

379 (4) If a mover becomes aware that it will be unable to  
380 perform either the pickup or the delivery of household goods on  
381 the date agreed upon or during the timeframe specified in the  
382 contract for service due to circumstances not anticipated by the  
383 contract, the mover shall notify the shipper of the delay and  
384 advise the shipper of the amended date or timeframe within which  
385 the mover expects to pick up or deliver the household goods in a  
386 timely manner.

387 Section 8. Section 507.065, Florida Statutes, is created to



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388 read:

389 507.065 Payment.—

390 (1) Except as provided in s. 507.05(3), the maximum amount  
391 that a mover may charge before relinquishing household goods to  
392 a shipper is the exact amount of the binding estimate, unless  
393 waived by the shipper, plus charges for any additional services  
394 requested or agreed to in writing by the shipper after the  
395 contract for service was issued and for impracticable  
396 operations, if applicable.

397 (2) A mover must bill a shipper for any charges assessed  
398 under this chapter which are not collected upon delivery of  
399 household goods at their destination within 15 days after such  
400 delivery. A mover may assess a late fee for any uncollected  
401 charges if the shipper fails to make payment within 30 days  
402 after receipt of the bill.

403 Section 9. Subsections (1), (4), and (5) and paragraphs (a)  
404 and (b) of subsection (6), of section 507.07, Florida Statutes,  
405 are amended, to read:

406 507.07 Violations.—It is a violation of this chapter:

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

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



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

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

424 ~~(a) (b)~~ Unless expressly authorized by this chapter, to seek  
425 or solicit a waiver or acceptance of limitation from a shipper  
426 concerning rights or benefits provided under this chapter.

427 Section 10. Section 507.09, Florida Statutes, is amended to  
428 read:

429 507.09 Administrative remedies; penalties.—

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

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

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

438 (c) Directing that the person cease and desist specified  
439 activities.

440 (d) Refusing to register or revoking or suspending a  
441 registration.

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

444 (2) The department shall, upon notification and subsequent  
445 written verification by a law enforcement agency, a court, a





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446 state attorney, or the Department of Law Enforcement,  
447 immediately suspend a registration or the processing of an  
448 application for a registration if the registrant, applicant, or  
449 an officer or director of the registrant or applicant is  
450 formally charged with a crime involving fraud, theft, larceny,  
451 embezzlement, or fraudulent conversion or misappropriation of  
452 property or a crime arising from conduct during a movement of  
453 household goods until final disposition of the case or removal  
454 or resignation of that officer or director.

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

458 ~~(3) The department may adopt rules under ss. 120.536(1) and~~  
459 ~~120.54 to administer this chapter.~~

460 Section 11. Subsection (4) of section 507.10, Florida  
461 Statutes, is amended to read:

462 507.10 Civil penalties; remedies.-

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

468 Section 12. Section 507.11, Florida Statutes, is amended to  
469 read:

470 507.11 Criminal penalties.-

471 (1) The refusal of a mover or a mover's employee, agent, or  
472 contractor to comply with an order from a law enforcement  
473 officer to relinquish a shipper's household goods after the  
474 officer determines that the shipper has tendered payment in



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475 accordance with s. 507.065 ~~of the amount of a~~

476

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

478 And the title is amended as follows:

479 Delete lines 15 - 75

480 and insert:

481 cost of repair or replacement goods unless waived or  
482 amended by the shipper; authorizing the shipper to  
483 waive or amend the valuation coverage; requiring that  
484 the waiver be made in a signed acknowledgment in the  
485 contract; revising the time at which the mover must  
486 disclose the terms of the coverage to the shipper in  
487 writing, including any deductibles; revising the  
488 information that the disclosure must provide to the  
489 shipper; amending s. 507.05, F.S.; requiring a mover  
490 to conduct a physical survey and provide a binding  
491 estimate in certain circumstances unless waived by the  
492 shipper; requiring specified content for the binding  
493 estimate; authorizing a shipper to waive the binding  
494 estimate in certain circumstances; authorizing the  
495 mover to provide a maximum one-time fee for providing  
496 a binding estimate; requiring the mover and shipper to  
497 sign the estimate; requiring the mover to provide the  
498 shipper with a copy of the estimate at the time of  
499 signature; providing that a binding estimate may only  
500 be amended under certain circumstances; authorizing a  
501 mover to charge more than the binding estimate in  
502 certain circumstances; requiring a mover to allow a  
503 shipper to consider whether additional services are



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504 needed; requiring a mover to retain a copy of the  
505 binding estimate for a specified period; requiring a  
506 mover to provide a contract for service to the shipper  
507 before providing moving or accessorial services;  
508 requiring a driver to have possession of the contract  
509 before leaving the point of origin; requiring a mover  
510 to retain a contract of service for a specified  
511 period; creating s. 507.054, F.S.; requiring the  
512 department to prepare a publication that summarizes  
513 the rights and responsibilities of, and remedies  
514 available to, movers and shippers; requiring the  
515 publication to meet certain specifications; creating  
516 s. 507.055, F.S.; requiring a mover to provide certain  
517 disclosures to a prospective shipper; amending s.  
518 507.06, F.S.; requiring a mover to tender household  
519 goods for delivery on the agreed upon delivery date or  
520 within a specified period unless waived by the  
521 shipper; requiring a mover to notify and provide  
522 certain information to a shipper if the mover is  
523 unable to perform delivery on the agreed upon date or  
524 during the specified period; creating s. 507.065,  
525 F.S.; providing a maximum amount that a mover may  
526 charge a shipper unless waived by the shipper;  
527 requiring a mover to bill a shipper for specified  
528 charges in certain circumstances; authorizing a mover  
529 to assess a late fee for any uncollected charges in  
530 certain circumstances; amending s. 507.07, F.S.;

531 providing that it is a violation of ch. 507, F.S., to  
532 fail to comply with specified provisions; providing



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533 that it is a violation of ch. 507, F.S., to increase  
534 the contracted cost for moving services in certain  
535 circumstances; conforming provisions to changes made  
536 by this act; amending s. 507.09, F.S.; requiring the  
537 department, upon verification by certain entities, to  
538 immediately suspend a registration or the processing  
539 of an application for a registration in certain  
540 circumstances; amending s. 507.10, F.S.; conforming a  
541 provision to a change made by this act; amending s.  
542 507.11, F.S.; providing