



518216

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
03/24/2015	.	
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The Committee on Commerce and Tourism (Bean) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Present subsections (6) through (9) of section 507.01, Florida Statutes, are amended, and new subsection (8) is added to that section, to read:

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

~~(6) "Estimate" means a written document that sets forth the total costs and describes the basis of those costs, relating to~~



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11 ~~a shipper's household move, including, but not limited to, the~~
12 ~~loading, transportation or shipment, and unloading of household~~
13 ~~goods and accessorial services.~~

14 (6)~~(7)~~ "Household goods" or "goods" means personal effects
15 or other personal property commonly found in a home, personal
16 residence, or other dwelling, including, but not limited to,
17 household furniture. The term does not include freight or
18 personal property moving to or from a factory, store, or other
19 place of business.

20 (7)~~(8)~~ "Household move" or "move" means the loading of
21 household goods into a vehicle, moving container, or other mode
22 of transportation or shipment; the transportation or shipment of
23 those household goods; and the unloading of those household
24 goods, when the transportation or shipment originates and
25 terminates at one of the following ultimate locations,
26 regardless of whether the mover temporarily stores the goods
27 while en route between the originating and terminating
28 locations:

29 (a) From one dwelling to another dwelling;

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

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

34 (8) "Impracticable operations" means conditions that arise
35 after execution of a contract for household moving services
36 which make it impractical for a mover to perform pickup or
37 delivery services for a household move.

38 (9) "Additional Services" means any additional
39 transportation of household goods that is performed by a mover,



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40 is not specifically included in a binding estimate, and which
41 results in a charge to the shipper.

42 (10)(9) "Mover" means a person who, for compensation,
43 contracts for or engages in the loading, transportation or
44 shipment, or unloading of household goods as part of a household
45 move. The term does not include a postal, courier, envelope, or
46 package service that does not advertise itself as a mover or
47 moving service.

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

50 507.02 Construction; intent; application.—

51 (3) This chapter is intended to provide consistency and
52 transparency in moving practices and to secure the satisfaction
53 and confidence of shippers and members of the public when using
54 a mover.

55 Section 3. Subsections (1), (3), (4), and (5) of section
56 507.04, Florida Statutes, are amended to read:

57 507.04 Required insurance coverages; liability limitations;
58 valuation coverage.—

59 (1) CARGO LIABILITY INSURANCE.—

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

65 2. The mover must provide the department with evidence of
66 liability insurance coverage before the mover is registered with
67 the department under s. 507.03. All insurance coverage
68 maintained by a mover must remain in effect throughout the



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69 mover's registration period. ~~A mover's failure to maintain~~
70 ~~insurance coverage in accordance with this paragraph constitutes~~
71 ~~an immediate threat to the public health, safety, and welfare.~~
72 ~~If a mover fails to maintain insurance coverage, the department~~
73 ~~may immediately suspend the mover's registration or eligibility~~
74 ~~for registration, and the mover must immediately cease operating~~
75 ~~as a mover in this state. In addition, and notwithstanding the~~
76 ~~availability of any administrative relief pursuant to chapter~~
77 ~~120, the department may seek from the appropriate circuit court~~
78 ~~an immediate injunction prohibiting the mover from operating in~~
79 ~~this state until the mover complies with this paragraph, a civil~~
80 ~~penalty not to exceed \$5,000, and court costs.~~

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

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

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

90

91 The original bond or certificate of deposit must be filed with
92 the department and must designate the department as the sole
93 beneficiary. The department must use the bond or certificate of
94 deposit exclusively for the payment of claims to consumers who
95 are injured by the fraud, misrepresentation, breach of contract,
96 misfeasance, malfeasance, or financial failure of the mover or
97 moving broker or by a violation of this chapter by the mover or



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98 broker. Liability for these injuries may be determined in an
99 administrative proceeding of the department or through a civil
100 action in a court of competent jurisdiction. However, claims
101 against the bond or certificate of deposit must only be paid, in
102 amounts not to exceed the determined liability for these
103 injuries, by order of the department in an administrative
104 proceeding. The bond or certificate of deposit is subject to
105 successive claims, but the aggregate amount of these claims may
106 not exceed the amount of the bond or certificate of deposit.

107 (3) INSURANCE COVERAGES.—The insurance coverages required
108 under paragraph (1)(a) and subsection (2) must be issued by an
109 insurance company or carrier licensed to transact business in
110 this state under the Florida Insurance Code as designated in s.
111 624.01. The department shall require a mover to present a
112 certificate of insurance of the required coverages before
113 issuance or renewal of a registration certificate under s.
114 507.03. The department shall be named as a certificateholder in
115 the certificate and must be notified at least 10 days before
116 cancellation of insurance coverage. A mover's failure to
117 maintain insurance coverage constitutes an immediate threat to
118 the public health, safety, and welfare. If a mover fails to
119 maintain insurance coverage, the department may immediately
120 suspend the mover's registration or eligibility for
121 registration, and the mover must immediately cease operating as
122 a mover in this state. In addition, and notwithstanding the
123 availability of any administrative relief pursuant to chapter
124 120, the department may seek from the appropriate circuit court
125 an immediate injunction prohibiting the mover from operating in
126 this state until the mover complies with this paragraph, a civil



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127 penalty not to exceed \$5,000, and court costs.

128 (4) ~~LIABILITY LIMITATIONS; VALUATION RATES.~~ A mover may not
129 limit its liability for the loss or damage of household goods to
130 a valuation rate that is less than 60 cents per pound per
131 article. A provision of a contract for moving services is void
132 if the provision limits a mover's liability to a valuation rate
133 that is less than the minimum rate under this subsection. If a
134 mover limits its liability for a shipper's goods, the mover must
135 disclose the limitation, including the valuation rate, to the
136 shipper in writing at the time that the estimate and contract
137 for services are executed and before any moving or accessorial
138 services are provided. The disclosure must also inform the
139 shipper of the opportunity to purchase valuation coverage if the
140 mover offers that coverage under subsection (5).

141 (5) VALUATION COVERAGE.—A mover shall ~~may~~ offer valuation
142 coverage to compensate a shipper for the loss or damage of the
143 shipper's household goods that are lost or damaged during a
144 household move. ~~If a mover offers valuation coverage,~~ The
145 coverage must indemnify the shipper for at least the cost of
146 replacement of the goods less depreciated value ~~minimum~~
147 ~~valuation rate required under subsection (4).~~ The mover must
148 disclose the terms of the coverage to the shipper in writing
149 within ~~at the time that~~ the binding estimate and again when the
150 contract for services is ~~are~~ executed and before any moving or
151 accessorial services are provided. The disclosure must inform
152 the shipper of the cost of the valuation coverage, if any ~~the~~
153 ~~valuation rate of the coverage, and the opportunity to reject~~
154 ~~the coverage. If valuation coverage compensates a shipper for at~~
155 ~~least the minimum valuation rate required under subsection (4),~~



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156 ~~the coverage satisfies the mover's liability for the minimum~~
157 ~~valuation rate.~~

158 Section 4. Section 507.05, Florida Statutes, is amended to
159 read:

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

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

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

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

182 (a) The shipper may waive the 48 hour waiting period and
183 such waiver must be made by signed acknowledgement in the
184 contract.



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185 (b) At a minimum, the binding estimate must include all of
186 the following:

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

189 2. The date the estimate was prepared and the proposed date
190 of the move, if any.

191 3. An itemized breakdown and description of services, and
192 the total cost to the shipper of loading, transporting or
193 shipping, unloading, and accessorial services.

194 4. A statement that the estimate is binding on the mover
195 and the shipper and that the charges shown apply only to those
196 services specifically identified in the estimate.

197 5. Identification of acceptable forms of payment.

198 (c) A mover may charge a one-time fee, not to exceed \$100,
199 for providing a binding estimate.

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

203 (e) A binding estimate may only be amended by the mover
204 before the scheduled loading of household goods for shipment
205 when the shipper has requested additional services of the mover
206 not previously disclosed in the original binding estimate, or
207 upon mutual agreement of the mover and the shipper. Once a mover
208 begins to load the household goods for a move, failure to
209 execute a new binding estimate signifies the mover has
210 reaffirmed the original binding estimate.

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

213 1. The shipper tenders additional household goods, requests



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214 additional services, or requires services that are not
215 specifically included in the binding estimate, in which case the
216 mover is not required to honor the estimate. If, despite the
217 addition of household goods or the need for additional services,
218 the mover chooses to perform the move, it must, before loading
219 the household goods, inform the shipper of the associated
220 charges in writing. The mover may require full payment at the
221 destination for the costs associated with the additional
222 requested services and the full amount of the original binding
223 estimate.

224 2. Upon issuance of the contract for services, the mover
225 advises the shipper, in advance of performing additional
226 services, including accessorial services, that such services are
227 essential to properly performing the move. The mover must allow
228 the shipper at least 1 hour to determine whether to authorize
229 the additional services.

230 a. If the shipper agrees to pay for the additional
231 services, the mover must execute a written addendum to the
232 contract for services, which must be signed by the shipper. The
233 addendum may be sent to the shipper by facsimile, e-mail,
234 overnight courier, or certified mail, with return receipt
235 requested. The mover must bill the shipper for the agreed upon
236 additional services within 15 days after the delivery of those
237 additional services pursuant to s. 507.06.

238 b. If the shipper does not agree to pay for the additional
239 services, the mover may perform and, pursuant to s. 507.06, bill
240 the shipper for those additional services necessary to complete
241 the delivery.

242 (g) A mover shall retain a copy of the binding estimate for



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243 each move performed for at least 1 year after its preparation
244 date as an attachment to the contract for service.

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

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

249 1. (1) The name, telephone number, and physical address
250 where the mover's employees are available during normal business
251 hours.

252 2. (2) The date the contract ~~was~~ ~~or estimate is~~ prepared and
253 the ~~any~~ proposed date of the move, ~~if any.~~

254 3. (3) The name and address of the shipper, the addresses
255 where the articles are to be picked up and delivered, and a
256 telephone number where the shipper may be reached.

257 4. (4) The name, telephone number, and physical address of
258 any location where the household goods will be held pending
259 further transportation, including situations in which ~~where~~ the
260 mover retains possession of household goods pending resolution
261 of a fee dispute with the shipper.

262 5. (5) A binding estimate provided in accordance with s.
263 ~~507.05 An itemized breakdown and description and total of all~~
264 ~~costs and services for loading, transportation or shipment,~~
265 ~~unloading, and accessorial services to be provided during a~~
266 ~~household move or storage of household goods.~~

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

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



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

273 8.(6) Acceptable forms of payment, which must be clearly
274 and conspicuously disclosed to the shipper on the binding
275 estimate and the contract for services. A mover must ~~shall~~
276 accept at least a minimum ~~of~~ two of the three following forms of
277 payment:

278 a.(a) Cash, cashier's check, money order, or traveler's
279 check;

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

282 c.(c) Valid credit card, which shall include, but not be
283 limited to, Visa or MasterCard. ~~A mover must clearly and~~
284 ~~conspicuously disclose to the shipper in the estimate and~~
285 ~~contract for services the forms of payments the mover will~~
286 ~~accept, including the forms of payment described in paragraphs~~
287 ~~(a)-(c).~~

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

290 (c) A copy of the contract for service must accompany the
291 household goods whenever they are in the mover's or the mover's
292 agent's possession. Before a vehicle that is being used for the
293 move leaves the point of origin, the driver responsible for the
294 move must have the contract for service in his or her
295 possession.

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

299 Section 5. Section 507.054, Florida Statutes, is created to
300 read:



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301 507.054 Publication.—

302 (1) The department shall prepare a publication that
303 includes a summary of the rights and responsibilities of, and
304 remedies available to movers and shippers under this chapter.
305 The publication must include a statement that a mover's failure
306 to relinquish household goods as required by this chapter
307 constitutes a felony of the third degree, punishable as provided
308 in s. 775.082, s. 775.083, or s. 775.084, that any other
309 violation of this chapter constitutes a misdemeanor of the first
310 degree, punishable as provided in s. 775.082 or s. 775.083, and
311 that any violation of this chapter constitutes a violation of
312 the Florida Deceptive and Unfair Trade Practices Act. The
313 publication must also include a notice to the shipper about the
314 potential risks of shipping sentimental or family heirloom
315 items.

316 (2) A mover may provide exact copies of the department's
317 publication to shippers or may customize the color, design, and
318 dimension of the front and back covers of the standard
319 department publication. If the mover customizes the publication,
320 the customized publication must include the content specified in
321 subsection (1) and meet the following requirements:

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

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

329 (3) The shipper must acknowledge receipt of the publication



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330 by signed acknowledgement in the contract.

331 Section 6. Section 507.055, Florida Statutes, is created to
332 read:

333 507.055 Required disclosure and acknowledgment of rights
334 and remedies.—Before executing a contract for service for a
335 move, a mover must provide to a prospective shipper all of the
336 following:

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

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

340 Section 7. Subsection (1) of section 507.06, Florida
341 Statutes, is amended, and subsections (4) and (5) are added to
342 that section, to read:

343 507.06 Delivery and storage of household goods.—

344 (1) On the agreed upon delivery date or within the
345 timeframe specified in the contract for service, a—A mover must
346 relinquish household goods to a shipper and must place the
347 household goods inside a shipper's dwelling or, if directed by
348 the shipper, inside a storehouse or warehouse that is owned or
349 rented by the shipper or the shipper's agent, unless the shipper
350 has not tendered payment pursuant to ss. 507.065 or 507.066 in
351 the amount specified in a written contract or estimate signed
352 and dated by the shipper. This requirement may be waived by the
353 shipper. A mover may not, under any circumstances, refuse to
354 relinquish prescription medicines and household goods for use by
355 children, including children's furniture, clothing, or toys—
356 under any circumstances.

357 (3) A mover that lawfully fails to relinquish a shipper's
358 household goods may place the goods in storage until payment in



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359 accordance with ss. 507.065 or 507.066 is tendered; however, the
360 mover must notify the shipper of the location where the goods
361 are stored and the amount due within 5 days after receipt of a
362 written request for that information from the shipper, which
363 request must include the address where the shipper may receive
364 the notice. A mover may not require a prospective shipper to
365 waive any rights or requirements under this section.

366 (4) If a mover becomes aware that it will be unable to
367 perform either the pickup or the delivery of household goods on
368 the date agreed upon or during the timeframe specified in the
369 contract for service due to circumstances not anticipated by the
370 contract, the mover shall notify the shipper of the delay and
371 advise the shipper of the amended date or timeframe within which
372 the mover expects to pick up or deliver the household goods in a
373 timely manner.

374 Section 8. Section 507.065, Florida Statutes, is created to
375 read:

376 507.065 Payment.-

377 (1) Except as provided in s. 507.05(3), the maximum amount
378 that a mover may charge before relinquishing household goods to
379 a shipper is the exact amount of the binding estimate, plus
380 charges for any additional services requested or agreed to in
381 writing by the shipper after the contract for service was issued
382 and for impracticable operations, if applicable.

383 (2) A mover must bill a shipper for any charges assessed
384 under this chapter which are not collected upon delivery of
385 household goods at their destination within 15 days after such
386 delivery. A mover may assess a late fee for any uncollected
387 charges if the shipper fails to make payment within 30 days



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388 after receipt of the bill.

389 Section 9. Section 507.066, Florida Statutes, is created to
390 read:

391 507.066 Collection for losses.—

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

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

396 1. A prorated percentage of the binding estimate. The
397 prorated percentage must equal the percentage of the weight of
398 the portion of the household goods delivered relative to the
399 total weight of the household goods that were ordered to be
400 moved.

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

403 3. Charges for impracticable operations, if applicable;
404 however, such charges may not exceed 15 percent of all other
405 charges due at delivery.

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

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

413 (c) A mover must determine, at its own expense, the
414 proportion of the household goods, based on actual or
415 constructive weight, which were lost or destroyed in transit.

416 (2) TOTAL LOSSES.—A mover may not collect, or require a



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417 shipper to pay, freight charges, including a charge for
418 accessorial services, when a household goods shipment is lost or
419 destroyed in transit; however, the mover may collect a specific
420 valuation rate charge due, as provided in s. 507.04(4). This
421 subsection does not apply if the loss or destruction was due to
422 an act or omission of the shipper.

423 (3) SHIPPER'S RIGHTS.—A shipper's rights under this section
424 are in addition to any other rights the shipper may have with
425 respect to household goods that were lost or destroyed while in
426 the custody of the mover or the mover's agent. These rights also
427 apply regardless of whether the shipper exercises his or her
428 right to obtain a refund of the portion of a mover's published
429 freight charges corresponding to the portion of the lost or
430 destroyed household goods, including any charges for accessorial
431 services, at the time the mover disposes of claims for loss,
432 damage, or injury to the household goods.

433 Section 10. Subsections (1), (4), and (5) of section
434 507.07, Florida Statutes, are amended, to read:

435 507.07 Violations.—It is a violation of this chapter:

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

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



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

450 Section 11. Section 507.09, Florida Statutes, is amended to
451 read:

452 507.09 Administrative remedies; penalties.—

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

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

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

461 (c) Directing that the person cease and desist specified
462 activities.

463 (d) Refusing to register or revoking or suspending a
464 registration.

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

467 (2) The department shall, upon notification and subsequent
468 written verification by a law enforcement agency, a court, a
469 state attorney, or the Department of Law Enforcement,
470 immediately suspend a registration or the processing of an
471 application for a registration if the registrant, applicant, or
472 an officer or director of the registrant or applicant is
473 formally charged with a crime involving fraud, theft, larceny,
474 embezzlement, or fraudulent conversion or misappropriation of



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475 property or a crime arising from conduct during a movement of
476 household goods until final disposition of the case or removal
477 or resignation of that officer or director.

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

481 ~~(3) The department may adopt rules under ss. 120.536(1) and~~
482 ~~120.54 to administer this chapter.~~

483 Section 12. Section 507.11, Florida Statutes, is amended to
484 read:

485 507.11 Criminal penalties.—

486 (1) The refusal of a mover or a mover's employee, agent, or
487 contractor to comply with an order from a law enforcement
488 officer to relinquish a shipper's household goods after the
489 officer determines that the shipper has tendered payment in
490 accordance with ss. 507.065 and 507.066 ~~of the amount of a~~
491 ~~written estimate or contract~~, or after the officer determines
492 that the mover did not produce a signed estimate or contract for
493 service upon which demand is being made for payment, is a felony
494 of the third degree, punishable as provided in s. 775.082, s.
495 775.083, or s. 775.084. A mover's compliance with an order from
496 a law enforcement officer to relinquish household goods to a
497 shipper is not a waiver or finding of fact regarding any right
498 to seek further payment from the shipper.

499 (2) Except as provided in subsection (1), any person or
500 business that violates this chapter commits a misdemeanor of the
501 first degree, punishable as provided in s. 775.082 or s.
502 775.083.

503 Section 13. Section 507.14, Florida Statutes, is created



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504 to read:

505 507.14 Rulemaking.—The department shall adopt rules to
506 administer this chapter.

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

508

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

510 And the title is amended as follows:

511 Delete everything before the enacting clause

512 and insert:

513 A bill to be entitled
514 An act relating to household moving services; amending
515 s. 507.01, F.S.; defining terms; amending s. 507.02,
516 F.S.; clarifying intent; amending s. 507.04, F.S.;
517 removing a prohibition that a mover may not limit its
518 liability for the loss or damage of household goods to
519 a specified valuation rate; removing a requirement
520 that a mover disclose a liability limitation when the
521 mover limits its liability for a shipper's goods;
522 requiring a mover to offer valuation coverage to
523 compensate a shipper for the loss or damage of the
524 shipper's household goods that are lost or damaged
525 during a household move; requiring the valuation
526 coverage to indemnify the shipper for at least the
527 cost of replacement goods less depreciated value;
528 revising the time at which the mover must disclose the
529 terms of the coverage to the shipper in writing;
530 revising the information that the disclosure must
531 provide to the shipper; amending s. 507.05, F.S.;
532 requiring a mover to conduct a physical survey and



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533 provide a binding estimate in certain circumstances
534 unless waived by the shipper; requiring specified
535 content for the binding estimate; authorizing the
536 mover to provide a maximum one-time fee for providing
537 a binding estimate; requiring the mover and shipper to
538 sign the estimate; requiring the mover to provide the
539 shipper with a copy of the estimate at the time of
540 signature; providing that a binding estimate may only
541 be amended under certain circumstances; authorizing a
542 mover to charge more than the binding estimate in
543 certain circumstances; requiring a mover to allow a
544 shipper to consider whether additional services are
545 needed; requiring a mover to retain a copy of the
546 binding estimate for a specified period; requiring a
547 mover to provide a contract for service to the shipper
548 before providing moving or accessorial services;
549 requiring a driver to have possession of the contract
550 before leaving the point of origin; requiring a mover
551 to retain a contract of service for a specified
552 period; creating s. 507.054, F.S.; requiring the
553 department to prepare a publication that summarizes
554 the rights and responsibilities of, and remedies
555 available to, movers and shippers; requiring the
556 publication to meet certain specifications; creating
557 s. 507.055, F.S.; requiring a mover to provide certain
558 disclosures to a prospective shipper; amending s.
559 507.06, F.S.; requiring a mover to tender household
560 goods for delivery on the agreed upon delivery date or
561 within a specified period unless waived by the



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562 shipper; requiring a mover to notify and provide
563 certain information to a shipper if the mover is
564 unable to perform delivery on the agreed upon date or
565 during the specified period; creating s. 507.065,
566 F.S.; providing a maximum amount that a mover may
567 charge a shipper; requiring a mover to bill a shipper
568 for certain amounts within a specified period;
569 creating s. 507.066, F.S.; specifying the amount of
570 payment that the mover may collect upon delivery of
571 partially lost or destroyed household goods; requiring
572 a mover to determine the proportion of lost or
573 destroyed household goods; prohibiting a mover from
574 collecting or requiring a shipper to pay any charges
575 other than specific valuation rate charges if a
576 household goods shipment is totally lost or destroyed
577 in transit; amending s. 507.07, F.S.; providing that
578 it is a violation of ch. 507, F.S., to fail to comply
579 with specified provisions; providing that it is a
580 violation of ch. 507, F.S., to increase the contracted
581 cost for moving services in certain circumstances;
582 conforming a provision to a change made by this act;
583 amending s. 507.09, F.S.; requiring the department,
584 upon verification by certain entities, to immediately
585 suspend a registration or the processing of an
586 application for a registration in certain
587 circumstances; amending s. 507.11, F.S.; providing
588 criminal penalties; creating s. 507.14, F.S.;
589 requiring the department to adopt rules; providing an
590 effective date.