



949376

LEGISLATIVE ACTION

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

**Senate Amendment (with title amendment)**

Delete lines 82 - 456

and insert:

Section 1. Present subsections (2) through (5) of section 507.01, Florida Statutes, are redesignated as subsections (3) through (6), respectively, present subsections (9) through (11) of that section are redesignated as subsections (10) through (12), respectively, present subsections (12) and (13) of that section are redesignated as subsections (14) and (15),



949376

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

14 507.01 Definitions.—As used in this chapter, the term:

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

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

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

28 ~~(10)(9) "Mover" means a person who, for compensation,~~  
29 ~~contracts for or engages in the loading, transportation or~~  
30 ~~shipment, or unloading of household goods as part of a household~~  
31 ~~move. The term does not include a postal, courier, envelope, or~~  
32 ~~package service that, or a person labor who, does not advertise~~  
33 ~~itself as a mover or moving service.~~

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



949376

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

42 507.02 Construction; intent; application.—

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

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

49 507.04 Required insurance coverages; liability limitations;  
50 valuation coverage.—

51 (1) CARGO LIABILITY INSURANCE.—

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

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



949376

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

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

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

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

82  
83 The original bond or certificate of deposit must be filed with  
84 the department and must designate the department as the sole  
85 beneficiary. The department must use the bond or certificate of  
86 deposit exclusively for the payment of claims to consumers who  
87 are injured by the fraud, misrepresentation, breach of contract,  
88 misfeasance, malfeasance, or financial failure of the mover or  
89 moving broker or by a violation of this chapter by the mover or  
90 broker. Liability for these injuries may be determined in an  
91 administrative proceeding of the department or through a civil  
92 action in a court of competent jurisdiction. However, claims  
93 against the bond or certificate of deposit must only be paid, in  
94 amounts not to exceed the determined liability for these  
95 injuries, by order of the department in an administrative  
96 proceeding. The bond or certificate of deposit is subject to  
97 successive claims, but the aggregate amount of these claims may



949376

98 not exceed the amount of the bond or certificate of deposit.

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

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



949376

127 ~~disclose the limitation, including the valuation rate, to the~~  
128 ~~shipper in writing at the time that the estimate and contract~~  
129 ~~for services are executed and before any moving or accessorial~~  
130 ~~services are provided. The disclosure must also inform the~~  
131 ~~shipper of the opportunity to purchase valuation coverage if the~~  
132 ~~mover offers that coverage under subsection (5).~~

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

153       Section 4. Section 507.05, Florida Statutes, is amended to  
154 read:

155       507.05 Physical surveys, binding estimates, and contracts



949376

156 ~~for service. Before providing any moving or accessorial~~  
157 ~~services, a contract and estimate must be provided to a~~  
158 ~~prospective shipper in writing, must be signed and dated by the~~  
159 ~~shipper and the mover, and must include:~~

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

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

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

177 (a) The shipper may waive the binding estimate if the  
178 waiver is made by signed or electronic acknowledgment before the  
179 commencement of the 48-hour period before the household goods  
180 are loaded. The mover shall retain a copy of the waiver as an  
181 addendum to the contract for services. To be enforceable, a  
182 waiver executed under this paragraph must, at a minimum, include  
183 a statement in uppercase type that is at least 5 points larger  
184 than, and clearly distinguishable from, the rest of the text of



949376

185 the waiver or release containing the statement. The exact  
186 statement to be included in a waiver of a binding estimate to be  
187 used by all movers shall be determined by the department in  
188 rulemaking and must include a delineation of the specific rights  
189 that a shipper may lose by waiving the binding estimate.

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

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

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

198 2. The date the estimate was prepared and the proposed date  
199 of the move, if any.

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

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

206 5. Identification of acceptable forms of payment.

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

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

212 (f) A binding estimate may only be amended by the mover  
213 before the scheduled loading of household goods for shipment





949376

214 when the shipper has requested additional services of the mover  
215 not previously disclosed in the original binding estimate, or  
216 upon mutual agreement of the mover and the shipper. Once a mover  
217 begins to load the household goods for a move, failure to  
218 execute a new binding estimate signifies the mover has  
219 reaffirmed the original binding estimate.

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

222 1. The shipper waives receipt of a binding estimate under  
223 this subsection.

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

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

241 a. If the shipper agrees to pay for the additional  
242 services, the mover must execute a written addendum to the



949376

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

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

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

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

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

260 1.~~(1)~~ The name, telephone number, and physical address  
261 where the mover's employees are available during normal business  
262 hours.

263 2.~~(2)~~ The date the contract ~~was~~ ~~or estimate is~~ prepared and  
264 the ~~any~~ proposed date of the move, if any.

265 3.~~(3)~~ The name and address of the shipper, the addresses  
266 where the articles are to be picked up and delivered, and a  
267 telephone number where the shipper may be reached.

268 4.~~(4)~~ The name, telephone number, and physical address of  
269 any location where the household goods will be held pending  
270 further transportation, including situations in which ~~where~~ the  
271 mover retains possession of household goods pending resolution



949376

272 of a fee dispute with the shipper.

273 5.(5) A binding estimate provided in accordance with  
274 subsection (3) An itemized breakdown and description and total  
275 of all costs and services for loading, transportation or  
276 shipment, unloading, and accessorial services to be provided  
277 during a household move or storage of household goods.

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

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

284 8.(6) Acceptable forms of payment, which must be clearly  
285 and conspicuously disclosed to the shipper on the binding  
286 estimate and the contract for services. A mover must shall  
287 accept at least a minimum of two of the three following forms of  
288 payment:

289 a.(a) Cash, cashier's check, money order, or traveler's  
290 check;

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

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

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



949376

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

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

310 Section 5. Section 507.054, Florida Statutes, is created to  
311 read:

312 507.054 Publication.—

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

327 (2) A mover may provide exact copies of the department's  
328 publication to shippers or may customize the color, design, and  
329 dimension of the front and back covers of the standard



949376

330 department publication. If the mover customizes the publication,  
331 the customized publication must include the content specified in  
332 subsection (1) and meet the following requirements:

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

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

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

342 Section 6. Section 507.055, Florida Statutes, is created to  
343 read:

344 507.055 Required disclosure and acknowledgment of rights  
345 and remedies.—Before executing a contract for service for a  
346 move, a mover must provide to a prospective shipper all of the  
347 following:

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

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

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

354 507.06 Delivery and storage of household goods.—

355 (1) On the agreed upon delivery date or within the  
356 timeframe specified in the contract for service, a mover must  
357 relinquish household goods to a shipper and must place the  
358 household goods inside a shipper's dwelling or, if directed by



949376

359 the shipper, inside a storehouse or warehouse that is owned or  
360 rented by the shipper or the shipper's agent, unless the shipper  
361 has not tendered payment pursuant to s. 507.065 or s. 507.066 ~~in~~  
362 ~~the amount specified in a written contract or estimate signed~~  
363 ~~and dated by the shipper.~~ This requirement may be waived by the  
364 shipper. A mover may not, under any circumstances, refuse to  
365 relinquish prescription medicines and household goods for use by  
366 children, including children's furniture, clothing, or toys,  
367 ~~under any circumstances.~~

368 (3) A mover that lawfully fails to relinquish a shipper's  
369 household goods may place the goods in storage until payment in  
370 accordance with ss. 507.065 or 507.066 is tendered; however, the  
371 mover must notify the shipper of the location where the goods  
372 are stored and the amount due within 5 days after receipt of a  
373 written request for that information from the shipper, which  
374 request must include the address where the shipper may receive  
375 the notice. A mover may not require a prospective shipper to  
376 waive any rights or requirements under this section.

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

385 Section 8. Section 507.065, Florida Statutes, is created to  
386 read:

387 507.065 Payment.-



949376

388       (1) Except as provided in s. 507.05(3), the maximum amount  
389 that a mover may charge before relinquishing household goods to  
390 a shipper is the exact amount of the binding estimate, unless  
391 waived by the shipper, plus  
392

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

394 And the title is amended as follows:

395       Delete lines 15 - 50

396 and insert:

397       cost of repair or replacement goods unless waived or  
398       amended by the shipper; authorizing the shipper to  
399       waive or amend the valuation coverage; requiring that  
400       the waiver be made in a signed acknowledgment in the  
401       contract; revising the time at which the mover must  
402       disclose the terms of the coverage to the shipper in  
403       writing including any deductibles; revising the  
404       information that the disclosure must provide to the  
405       shipper; amending s. 507.05, F.S.; requiring a mover  
406       to conduct a physical survey and provide a binding  
407       estimate in certain circumstances unless waived by the  
408       shipper; requiring specified content for the binding  
409       estimate; authorizing a shipper to waive the binding  
410       estimate in certain circumstances; authorizing the  
411       mover to provide a maximum one-time fee for providing  
412       a binding estimate; requiring the mover and shipper to  
413       sign the estimate; requiring the mover to provide the  
414       shipper with a copy of the estimate at the time of  
415       signature; providing that a binding estimate may only  
416       be amended under certain circumstances; authorizing a



949376

417 mover to charge more than the binding estimate in  
418 certain circumstances; requiring a mover to allow a  
419 shipper to consider whether additional services are  
420 needed; requiring a mover to retain a copy of the  
421 binding estimate for a specified period; requiring a  
422 mover to provide a contract for service to the shipper  
423 before providing moving or accessorial services;  
424 requiring a driver to have possession of the contract  
425 before leaving the point of origin; requiring a mover  
426 to retain a contract of service for a specified  
427 period; creating s. 507.054, F.S.; requiring the  
428 department to prepare a publication that summarizes  
429 the rights and responsibilities of, and remedies  
430 available to, movers and shippers; requiring the  
431 publication to meet certain specifications; creating  
432 s. 507.055, F.S.; requiring a mover to provide certain  
433 disclosures to a prospective shipper; amending s.  
434 507.06, F.S.; requiring a mover to tender household  
435 goods for delivery on the agreed upon delivery date or  
436 within a specified period unless waived by the  
437 shipper; requiring a mover to notify and provide  
438 certain information to a shipper if the mover is  
439 unable to perform delivery on the agreed upon date or  
440 during the specified period; creating s. 507.065,  
441 F.S.; providing a maximum amount that a mover may  
442 charge a shipper unless waived by the shipper;  
443 requiring a mover to notify and provide