

By Senator Lee

24-00392B-15

2015798__

1 A bill to be entitled
2 An act relating to household moving services; amending
3 s. 507.01, F.S.; defining terms; amending s. 507.02,
4 F.S.; clarifying intent; amending s. 507.03, F.S.;
5 revising the registration fees for a moving broker;
6 removing the requirement that a moving broker provide
7 evidence of current and valid insurance or alternative
8 coverage; amending s. 507.04, F.S.; removing a
9 prohibition that a mover may not limit its liability
10 for the loss or damage of household goods to a
11 specified valuation rate; removing a requirement that
12 a mover disclose a liability limitation when the mover
13 limits its liability for a shipper's goods; requiring
14 a mover to offer valuation coverage to compensate a
15 shipper for the loss or damage of the shipper's
16 household goods that are lost or damaged during a
17 household move; requiring the valuation coverage to
18 indemnify the shipper for at least the cost of
19 replacement goods less depreciated value; revising the
20 time at which the mover must disclose the terms of the
21 coverage to the shipper in writing; revising the
22 information that the disclosure must provide to the
23 shipper; creating s. 507.045, F.S.; requiring a mover
24 to annually publish, file, and post a tariff with the
25 Department of Agricultural and Consumer Services;
26 requiring the department to reject a noncomplying
27 tariff; providing that a tariff must contain certain
28 information; prohibiting a mover from charging,
29 demanding, collecting, or receiving compensation

24-00392B-15

2015798__

30 beyond that agreed upon by the mover and shipper;
31 requiring a mover to provide certain notice to the
32 department about changes in rates or charges and
33 related rules; providing that the department may waive
34 a certain notice requirement; amending s. 507.05,
35 F.S.; requiring a mover to conduct a physical survey
36 and provide a binding estimate in certain
37 circumstances unless waived by the shipper in writing;
38 requiring specified content for the binding estimate;
39 authorizing the mover to provide a maximum one-time
40 fee for providing a binding estimate; requiring the
41 mover and shipper to sign the estimate; requiring the
42 mover to provide the shipper with a copy of the
43 estimate at the time of signature; providing that a
44 binding estimate may only be amended under certain
45 circumstances; providing that a mover reaffirms the
46 original binding estimate once the mover begins to
47 load the household goods for a move; authorizing a
48 mover to charge more than the binding estimate in
49 certain circumstances; requiring a mover to allow a
50 shipper to consider whether additional services are
51 needed; requiring a mover to retain a copy of the
52 binding estimate for a specified period; requiring a
53 mover to provide a contract for service to the shipper
54 before providing moving or accessorial services;
55 requiring a driver to have possession of the contract
56 before leaving the point of origin; requiring a mover
57 to retain a contract of service for a specified
58 period; creating s. 507.054, F.S.; requiring the

24-00392B-15

2015798__

59 department to prepare a publication that summarizes
60 the rights and responsibilities of, and remedies
61 available to, movers and shippers; requiring the
62 publication to meet certain specifications; creating
63 s. 507.055, F.S.; requiring a mover to provide certain
64 disclosures to a prospective shipper; amending s.
65 507.06, F.S.; requiring a mover to tender household
66 goods for delivery on the agreed upon delivery date or
67 within a specified period unless waived by the
68 shipper; requiring a mover to immediately notify and
69 provide certain information to a shipper if the mover
70 is unable to perform delivery on the agreed upon date
71 or during the specified period; requiring a mover to
72 take certain actions if the mover amends the date or
73 period for pick up or delivery; creating s. 507.065,
74 F.S.; providing a maximum amount that a mover may
75 charge a shipper; requiring a mover to bill a shipper
76 for certain amounts within a specified period;
77 creating s. 507.066, F.S.; specifying the amount of
78 payment that the mover may collect upon delivery of
79 partially lost or destroyed household goods; requiring
80 a mover to determine the proportion of lost or
81 destroyed household goods; prohibiting a mover from
82 collecting or requiring a shipper to pay any charges
83 other than specific valuation rate charges if a
84 household goods shipment is totally lost or destroyed
85 in transit; amending s. 507.07, F.S.; providing that
86 it is a violation of ch. 507, F.S., to fail to comply
87 with specified provisions; providing that it is a

24-00392B-15

2015798__

88 violation of ch. 507, F.S., to increase the contracted
89 cost for moving services in certain circumstances;
90 conforming a provision to a change made by this act;
91 amending s. 507.09, F.S.; requiring the department,
92 upon verification by certain entities, to immediately
93 suspend a registration or the processing of an
94 application for a registration in certain
95 circumstances; amending s. 507.11, F.S.; providing
96 criminal penalties; conforming a provision to a change
97 made by this act; creating s. 507.14, F.S.; requiring
98 the department to adopt rules; providing an effective
99 date.

100

101 Be It Enacted by the Legislature of the State of Florida:

102

103 Section 1. Present subsections (6) through (9) of section
104 507.01, Florida Statutes, are amended, and new subsections (8)
105 and (14) are added to that section, to read:

106 507.01 Definitions.—As used in this chapter, the term:

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

112 (6) ~~(7)~~ "Household goods" or "goods" means personal effects
113 or other personal property commonly found in a home, personal
114 residence, or other dwelling, including, but not limited to,
115 household furniture. The term does not include freight or
116 personal property moving to or from a factory, store, or other

24-00392B-15

2015798__

117 place of business.

118 ~~(7)~~⁽⁸⁾ "Household move" or "move" means the loading of
119 household goods into a vehicle, moving container, or other mode
120 of transportation or shipment; the transportation or shipment of
121 those household goods; and the unloading of those household
122 goods, when the transportation or shipment originates and
123 terminates at one of the following ultimate locations,
124 regardless of whether the mover temporarily stores the goods
125 while en route between the originating and terminating
126 locations:

127 (a) From one dwelling to another dwelling;

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

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

132 (8) "Impracticable operations" means conditions that make
133 it impossible for a mover to perform pickup or delivery services
134 for a household move with its road haulage equipment.

135 (9) "Mover" means a person who, for compensation, contracts
136 for or engages in the loading, transportation or shipment, or
137 unloading of household goods as part of a household move. The
138 term does not include a postal, courier, envelope, or package
139 service that does not advertise itself as a mover or moving
140 service or an individual that is hired as a laborer to assist a
141 shipper only in the loading and unloading of the shipper's own
142 household goods.

143 (14) "Tariff" means the document filed with the department
144 by a mover under s. 507.045 which reflects its rates and charges
145 for transportation and accessorial services.

24-00392B-15

2015798__

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

148 507.02 Construction; intent; application.—

149 (3) This chapter is intended to provide consistency and
150 transparency in moving practices and to secure the satisfaction
151 and confidence of shippers and members of the public when using
152 a mover.

153 Section 3. Subsections (3) and (9) of section 507.03,
154 Florida Statutes, are amended to read:

155 507.03 Registration.—

156 (3) Registration fees shall be calculated at the rate of
157 \$300 per year per mover and \$100 per year per ~~or~~ moving broker.
158 All amounts collected shall be deposited by the Chief Financial
159 Officer to the credit of the General Inspection Trust Fund of
160 the department for the sole purpose of administration of this
161 chapter.

162 (9) Each mover ~~and moving broker~~ shall provide evidence of
163 the current and valid insurance or alternative coverages
164 required under s. 507.04.

165 Section 4. Subsections (1), (3), (4), and (5) of section
166 507.04, Florida Statutes, are amended to read:

167 507.04 Required insurance coverages; liability limitations;
168 valuation coverage.—

169 (1) CARGO LIABILITY INSURANCE.—

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

24-00392B-15

2015798__

175 2. The mover must provide the department with evidence of
176 liability insurance coverage before the mover is registered with
177 the department under s. 507.03. All insurance coverage
178 maintained by a mover must remain in effect throughout the
179 mover's registration period. ~~A mover's failure to maintain~~
180 ~~insurance coverage in accordance with this paragraph constitutes~~
181 ~~an immediate threat to the public health, safety, and welfare.~~
182 ~~If a mover fails to maintain insurance coverage, the department~~
183 ~~may immediately suspend the mover's registration or eligibility~~
184 ~~for registration, and the mover must immediately cease operating~~
185 ~~as a mover in this state. In addition, and notwithstanding the~~
186 ~~availability of any administrative relief pursuant to chapter~~
187 ~~120, the department may seek from the appropriate circuit court~~
188 ~~an immediate injunction prohibiting the mover from operating in~~
189 ~~this state until the mover complies with this paragraph, a civil~~
190 ~~penalty not to exceed \$5,000, and court costs.~~

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

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

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

200
201 The original bond or certificate of deposit must be filed with
202 the department and must designate the department as the sole
203 beneficiary. The department must use the bond or certificate of

24-00392B-15

2015798__

204 deposit exclusively for the payment of claims to consumers who
205 are injured by the fraud, misrepresentation, breach of contract,
206 misfeasance, malfeasance, or financial failure of the mover or
207 moving broker or by a violation of this chapter by the mover or
208 broker. Liability for these injuries may be determined in an
209 administrative proceeding of the department or through a civil
210 action in a court of competent jurisdiction. However, claims
211 against the bond or certificate of deposit must only be paid, in
212 amounts not to exceed the determined liability for these
213 injuries, by order of the department in an administrative
214 proceeding. The bond or certificate of deposit is subject to
215 successive claims, but the aggregate amount of these claims may
216 not exceed the amount of the bond or certificate of deposit.

217 (3) INSURANCE COVERAGES.—The insurance coverages required
218 under paragraph (1)(a) and subsection (2) must be issued by an
219 insurance company or carrier licensed to transact business in
220 this state under the Florida Insurance Code as designated in s.
221 624.01. The department shall require a mover to present a
222 certificate of insurance of the required coverages before
223 issuance or renewal of a registration certificate under s.
224 507.03. The department shall be named as a certificateholder in
225 the certificate and must be notified at least 10 days before
226 cancellation of insurance coverage. A mover's failure to
227 maintain insurance coverage constitutes an immediate threat to
228 the public health, safety, and welfare. If a mover fails to
229 maintain insurance coverage, the department may immediately
230 suspend the mover's registration or eligibility for
231 registration, and the mover must immediately cease operating as
232 a mover in this state. In addition, and notwithstanding the

24-00392B-15

2015798__

233 availability of any administrative relief pursuant to chapter
234 120, the department may seek from the appropriate circuit court
235 an immediate injunction prohibiting the mover from operating in
236 this state until the mover complies with this paragraph, a civil
237 penalty not to exceed \$5,000, and court costs.

238 ~~(4) LIABILITY LIMITATIONS; VALUATION RATES. A mover may not~~
239 ~~limit its liability for the loss or damage of household goods to~~
240 ~~a valuation rate that is less than 60 cents per pound per~~
241 ~~article. A provision of a contract for moving services is void~~
242 ~~if the provision limits a mover's liability to a valuation rate~~
243 ~~that is less than the minimum rate under this subsection. If a~~
244 ~~mover limits its liability for a shipper's goods, the mover must~~
245 ~~disclose the limitation, including the valuation rate, to the~~
246 ~~shipper in writing at the time that the estimate and contract~~
247 ~~for services are executed and before any moving or accessorial~~
248 ~~services are provided. The disclosure must also inform the~~
249 ~~shipper of the opportunity to purchase valuation coverage if the~~
250 ~~mover offers that coverage under subsection (5).~~

251 ~~(5) VALUATION COVERAGE.~~A mover shall ~~may~~ offer valuation
252 coverage to compensate a shipper for the loss or damage of the
253 shipper's household goods that are lost or damaged during a
254 household move. ~~If a mover offers valuation coverage,~~ The
255 coverage must indemnify the shipper for at least the cost of
256 replacement of the goods less depreciated value ~~minimum~~
257 ~~valuation rate required under subsection (4).~~ The mover must
258 disclose the terms of the coverage to the shipper in writing
259 within at the time that the binding estimate and again when the
260 contract for services is ~~are~~ executed and before any moving or
261 accessorial services are provided. The disclosure must inform

24-00392B-15

2015798__

262 the shipper of the cost of the valuation coverage, if any the
263 ~~valuation rate of the coverage, and the opportunity to reject~~
264 ~~the coverage. If valuation coverage compensates a shipper for at~~
265 ~~least the minimum valuation rate required under subsection (4),~~
266 ~~the coverage satisfies the mover's liability for the minimum~~
267 ~~valuation rate.~~

268 Section 5. Section 507.045, Florida Statutes, is created to
269 read:

270 507.045 Tariffs.-

271 (1) Each mover shall annually file a tariff with the
272 department which must be posted and available for public
273 inspection. Such tariff must be clear and concise and arranged
274 in a manner that allows a shipper to determine the precise cost
275 of, and the terms of service applicable to, the move. The
276 department may reject a tariff that fails to meet the
277 requirements of this section or department rule, and such tariff
278 is void and its use is unlawful.

279 (2) At a minimum, a tariff must contain the following
280 information:

281 (a) A table of contents, arranged in alphabetical order,
282 which shows the page number or item number for each household
283 good or accessorial service. If the content of a tariff is so
284 limited that its title page or interior arrangement plainly
285 discloses its contents, the table of contents may be omitted.

286 (b) An index of the household goods, with specific rates,
287 which makes reference to the page or items where the household
288 goods are listed. An index is not required if the tariff has
289 fewer than five pages or if the rates for a destination are
290 listed alphabetically by household good.

24-00392B-15

2015798__

291 (c) An explanation of any notes, abbreviations, or symbols.

292 (d) Clear and explicit terms that specify covered services.

293 (e) A transportation rate that is explicitly stated in a
294 dollar amount.

295 (f) The charge for any accessorial service rendered in
296 connection with the move. The tariff must separately state each
297 service to be rendered and the associated charge.

298 1. Charges for packing and unpacking must be stated as
299 amounts per moving container or per 100 pounds of weight.

300 2. An hourly labor charge for miscellaneous labor services
301 performed at the request of the shipper shall be specified if a
302 flat rate for all such services is not stated.

303 (g) A charge for impracticable operations, including
304 identification of the specific services considered to be
305 impracticable operations.

306 (h) The mileage associated with the tariff, or the method
307 by which mileage will be determined for the tariff, which must
308 be based on the distance between the point of origin and the
309 destination.

310 (3) A mover may not charge, demand, collect, or receive
311 compensation for transportation or accessorial services in an
312 amount greater than the rates and charges specified in the
313 tariff that was in effect on the date that the binding estimate
314 required under s. 507.05(3) was signed by the mover and the
315 shipper.

316 (4) A change to a rate or charge, or the manner in which
317 such rate or charge is calculated, specified in a mover's tariff
318 is not effective until 30 days after the mover provides notice
319 of the proposed change to the department. Such notice must

24-00392B-15

2015798__

320 plainly state the proposed change and its effective date. Upon a
321 showing of good cause, the department may waive the 30-day
322 notice requirement.

323 Section 6. Section 507.05, Florida Statutes, is amended to
324 read:

325 507.05 Physical surveys, binding estimates, and contracts
326 for service. ~~Before providing any moving or accessorial~~
327 ~~services, a contract and estimate must be provided to a~~
328 ~~prospective shipper in writing, must be signed and dated by the~~
329 ~~shipper and the mover, and must include:~~

330 (1) PHYSICAL SURVEY.—A mover must conduct a physical survey
331 of the household goods to be moved and provide the prospective
332 shipper with a binding estimate of the cost of the move. A
333 physical survey is not required if the household goods are
334 located outside a 50-mile radius of the location of the agent
335 who prepares the estimate.

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

341 (3) BINDING ESTIMATE.—Before executing a contract for
342 service for a household move, and at least 48 hours before the
343 scheduled time and date of a shipment of household goods, a
344 mover must provide a binding estimate of the total charges,
345 including, but not limited to, the loading, transportation or
346 shipment, and unloading of household goods and accessorial
347 services. The binding estimate shall be based on a physical
348 survey conducted pursuant to subsection (1), unless waived

24-00392B-15

2015798__

349 pursuant to subsection (2).

350 (a) At a minimum, the binding estimate must include all of
351 the following:

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

354 2. The date the estimate was prepared and the proposed date
355 of the move, if any.

356 3. An itemized breakdown and description of services, and
357 the total cost to the shipper of loading, transporting or
358 shipping, unloading, and accessorial services.

359 4. A statement that the estimate is binding on the mover
360 and the shipper and that the charges shown apply only to those
361 services specifically identified in the estimate.

362 5. Identification of acceptable forms of payment.

363 (b) A mover may charge a one-time fee, not to exceed \$100,
364 for providing a binding estimate.

365 (c) The binding estimate must be signed by the mover and
366 the shipper, and a copy must be provided to the shipper by the
367 mover at the time that the estimate is signed.

368 (d) A binding estimate may only be amended by the mover
369 before the 48 hours immediately preceding the scheduled loading
370 of household goods for shipment, when the shipper has requested
371 additional services of the mover not previously disclosed in the
372 original binding estimate, or upon mutual agreement of the mover
373 and the shipper. Once a mover begins to load the household goods
374 for a move, failure to execute a new binding estimate signifies
375 the mover has reaffirmed the original binding estimate.

376 (e) A mover may not collect more than the amount of the
377 binding estimate unless:

24-00392B-15

2015798__

378 1. The shipper tenders additional household goods or
379 requires services that are not specifically included in the
380 binding estimate, in which case the mover is not required to
381 honor the estimate. If, despite the addition of household goods
382 or the need for additional services, the mover chooses to
383 perform the move, it must, before loading the household goods,
384 reaffirm the binding estimate or negotiate a revised binding
385 estimate.

386 2. Upon issuance of the contract for services, the mover
387 advises the shipper, in advance of performing additional
388 services, including accessorial services, that such services are
389 essential to properly performing the move. The mover must allow
390 the shipper at least 1 hour to determine whether to authorize
391 the additional services.

392 a. If the shipper agrees to pay for the additional
393 services, the mover must execute a written addendum to the
394 contract for services, which must be signed by the shipper. The
395 addendum may be sent to the shipper by facsimile, e-mail,
396 overnight courier, or certified mail, with return receipt
397 requested. The mover must bill the shipper for only the agreed
398 upon additional services within 15 days after the delivery of
399 those additional services pursuant to s. 507.06.

400 b. If the shipper does not agree to pay for the additional
401 services, the mover may perform and, pursuant to s. 507.06, bill
402 the shipper for only those additional services necessary to
403 complete the delivery.

404 3. The shipper requests additional services after the
405 contract for service has been issued, in which case the mover
406 must inform the shipper of the associated charges in writing.

24-00392B-15

2015798__

407 The mover may require full payment at the destination for the
408 costs associated with the additional requested services and the
409 full amount of the original binding estimate.

410 (f) A mover shall retain a copy of the binding estimate for
411 each move performed for at least 1 year after its preparation
412 date as an attachment to the contract for service.

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

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

417 1.~~(1)~~ The name, telephone number, and physical address
418 where the mover's employees are available during normal business
419 hours.

420 2.~~(2)~~ The date the contract ~~was~~ ~~or estimate is~~ prepared and
421 the ~~any~~ proposed date of the move, if any.

422 3.~~(3)~~ The name and address of the shipper, the addresses
423 where the articles are to be picked up and delivered, and a
424 telephone number where the shipper may be reached.

425 4.~~(4)~~ The name, telephone number, and physical address of
426 any location where the household goods will be held pending
427 further transportation, including situations in which ~~where~~ the
428 mover retains possession of household goods pending resolution
429 of a fee dispute with the shipper.

430 5.~~(5)~~ An itemized breakdown and description and total of
431 all costs and services for loading, transportation or shipment,
432 unloading, and accessorial services to be provided during a
433 household move or storage of household goods.

434 6. The total charges owed by the shipper based on the
435 binding estimate and the terms and conditions for their payment,

24-00392B-15

2015798__

436 including any required minimum payment.

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

440 8.~~(6)~~ Acceptable forms of payment, which must be clearly
441 and conspicuously disclosed to the shipper on the binding
442 estimate and the contract for services. A mover ~~must~~ shall
443 accept at least ~~a minimum~~ of two of the three following forms of
444 payment:

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

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

449 c.~~(c)~~ Valid credit card, which shall include, but not be
450 limited to, Visa or MasterCard. ~~A mover must clearly and~~
451 ~~conspicuously disclose to the shipper in the estimate and~~
452 ~~contract for services the forms of payments the mover will~~
453 ~~accept, including the forms of payment described in paragraphs~~
454 ~~(a)-(c).~~

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

457 (c) A copy of the contract for service must accompany the
458 household goods whenever they are in the mover's or the mover's
459 agent's possession. Before a vehicle that is being used for the
460 move leaves the point of origin, the driver responsible for the
461 move must have the contract for service in his or her
462 possession.

463 (d) A mover shall retain a contract for service for each
464 move it performs for at least 1 year after the date the contract

24-00392B-15

2015798__

465 for service was signed.

466 Section 7. Section 507.054, Florida Statutes, is created to
467 read:

468 507.054 Publication.—

469 (1) The department shall prepare a publication that
470 includes a summary of the rights and responsibilities of, and
471 remedies available to, movers and shippers under this chapter.
472 The publication must include a form, to be signed by the mover
473 and shipper, stating that both parties have read and understand
474 the document and an acknowledgement, to be signed by the mover,
475 that the failure of a mover to relinquish household goods as
476 required by this chapter constitutes a felony of the third
477 degree, punishable as provided in s. 775.082, s. 775.083, or s.
478 775.084, that any other violation of this chapter constitutes a
479 misdemeanor of the first degree, punishable as provided in s.
480 775.082 or s. 775.083, and that any violation of this chapter
481 constitutes a violation of the Florida Deceptive and Unfair
482 Trade Practices Act. The publication must also include a notice
483 to the shipper about the potential risks of shipping sentimental
484 or family heirloom items. The publication, including the signed
485 and dated form, must be attached as an integral part of the
486 contract for service.

487 (2) A mover may provide exact copies of the department's
488 publication to shippers or may customize the color, design, and
489 dimension of the front and back covers of the standard
490 department publication. If the mover customizes the publication,
491 the customized publication must include the content specified in
492 subsection (1) and meet the following requirements:

493 (a) The font size used must be at least 10 points, with the

24-00392B-15

2015798__

494 exception that the following must appear prominently on the
495 front cover in at least 12-point boldface type: "Your Rights and
496 Responsibilities When You Move. Furnished by Your Mover, as
497 Required by Florida Law."

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

500 Section 8. Section 507.055, Florida Statutes, is created to
501 read:

502 507.055 Required disclosure and acknowledgment of rights
503 and remedies.—Before executing a contract for service for a
504 move, a mover must provide to a prospective shipper all of the
505 following:

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

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

509 (3) A notice of the availability of the mover's tariff,
510 including an explanation that the shipper may examine the tariff
511 at the premises of the mover or request that copies of the
512 tariff be sent to him or her.

513 Section 9. Subsection (1) of section 507.06, Florida
514 Statutes, is amended, and subsections (4) and (5) are added to
515 that section, to read:

516 507.06 Delivery and storage of household goods.—

517 (1) A mover must relinquish household goods to a shipper
518 and must place the household goods inside a shipper's dwelling
519 or, if directed by the shipper, inside a storehouse or warehouse
520 that is owned or rented by the shipper or the shipper's agent,
521 unless the shipper has not tendered payment pursuant to s.
522 507.065 ~~in the amount specified in a written contract or~~

24-00392B-15

2015798__

523 ~~estimate signed and dated by the shipper.~~ A mover may not, under
524 any circumstances, refuse to relinquish prescription medicines
525 and household goods for use by children, including children's
526 furniture, clothing, or toys, ~~under any circumstances.~~

527 (4) A mover shall tender household goods for delivery to a
528 shipper on the agreed upon delivery date or within the timeframe
529 specified in the contract for service. This requirement may be
530 waived by the shipper.

531 (5) If a mover becomes aware that it will be unable to
532 perform either the pickup or the delivery of household goods on
533 the date agreed upon or during the timeframe specified in the
534 contract for service, the mover shall, at its own expense,
535 immediately notify the shipper of the delay.

536 (a) A mover's notification of delay must be provided to a
537 shipper in person or by telephone, facsimile, e-mail, overnight
538 courier, or certified mail, return receipt requested. If the
539 mover does not receive confirmation that the shipper has
540 received the notification, the mover shall undertake a second
541 method of notification.

542 (b) A mover must advise the shipper of the amended date or
543 timeframe within which the mover expects to pick up or deliver
544 the household goods. The mover must consider the needs of the
545 shipper in establishing the amended date or timeframe. The mover
546 must also do all of the following:

547 1. Document, in writing, the date, time, and manner of
548 notification of the delay and the amended date or period for
549 pickup or delivery.

550 2. Retain the documentation required by subparagraph 1. as
551 part of its file on the move for 1 year after the notification

24-00392B-15

2015798__

552 date.

553 3. Upon the request of the shipper, furnish a copy of the
554 notice by hand delivery or by first-class mail.

555 Section 10. Section 507.065, Florida Statutes, is created
556 to read:

557 507.065 Payment.—

558 (1) Except as provided in s. 507.05(3), the maximum amount
559 that a mover may charge before relinquishing household goods to
560 a shipper is the exact amount of the binding estimate, plus
561 charges for any additional services requested or agreed to in
562 writing by the shipper after the contract for service was issued
563 and for impracticable operations as defined in the mover's
564 tariff, if applicable.

565 (2) A mover must bill a shipper for any charges assessed
566 under this chapter which are not collected upon delivery of
567 household goods at their destination within 15 days after such
568 delivery. A mover may assess a late fee for any uncollected
569 charges if the shipper fails to make payment within 30 days
570 after receipt of the bill.

571 Section 11. Section 507.066, Florida Statutes, is created
572 to read:

573 507.066 Collection for losses.—

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

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

578 1. A prorated percentage of the binding estimate. The
579 prorated percentage must equal the percentage of the weight of
580 the portion of the household goods delivered relative to the

24-00392B-15

2015798__

581 total weight of the household goods that were ordered to be
582 moved.

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

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

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

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

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

598 (2) TOTAL LOSSES.—A mover may not collect, or require a
599 shipper to pay, freight charges, including a charge for
600 accessorial services, when a household goods shipment is lost or
601 destroyed in transit; however, the mover may collect a specific
602 valuation rate charge due, as provided in s. 507.04(4). This
603 subsection does not apply if the loss or destruction was due to
604 an act or omission of the shipper.

605 (3) SHIPPER'S RIGHTS.—A shipper's rights under this section
606 are in addition to any other rights the shipper may have with
607 respect to household goods that were lost or destroyed while in
608 the custody of the mover or the mover's agent. These rights also
609 apply regardless of whether the shipper exercises his or her

24-00392B-15

2015798__

610 right to obtain a refund of the portion of a mover's published
611 freight charges corresponding to the portion of the lost or
612 destroyed household goods, including any charges for accessorial
613 services, at the time the mover disposes of claims for loss,
614 damage, or injury to the household goods.

615 Section 12. Subsections (1), (4), and (5) of section
616 507.07, Florida Statutes, are amended, to read:

617 507.07 Violations.—It is a violation of this chapter:

618 (1) To operate ~~conduct business as a mover or moving~~
619 ~~broker, or advertise to engage in violation the business of~~
620 ~~moving or~~ fail to comply with ss. 507.03-507.10, or any other
621 requirement under this part offering to move, without being
622 registered with the department.

623 (4) To increase the contracted cost ~~fail to honor and~~
624 ~~comply with all provisions of the contract for moving services~~
625 previously provided in a binding estimate of the scheduled date
626 and time of the move without a request by the shipper to perform
627 additional services not disclosed on the original binding
628 estimate or bill of lading regarding the purchaser's rights,
629 benefits, and privileges thereunder.

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

634 Section 13. Section 507.09, Florida Statutes, is amended to
635 read:

636 507.09 Administrative remedies; penalties.—

637 (1) The department may enter an order doing one or more of
638 the following if the department finds that a mover or moving

24-00392B-15

2015798__

639 broker, or a person employed or contracted by a mover or broker,
640 has violated or is operating in violation of this chapter or the
641 rules or orders issued pursuant to this chapter:

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

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

645 (c) Directing that the person cease and desist specified
646 activities.

647 (d) Refusing to register or revoking or suspending a
648 registration.

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

651 (2) The department shall, upon notification and subsequent
652 written verification by a law enforcement agency, a court, a
653 state attorney, or the Department of Law Enforcement,
654 immediately suspend a registration or the processing of an
655 application for a registration if the registrant, applicant, or
656 an officer or director of the registrant or applicant is
657 formally charged with a crime involving fraud, theft, larceny,
658 embezzlement, or fraudulent conversion or misappropriation of
659 property or a crime arising from conduct during a movement of
660 household goods until final disposition of the case or removal
661 or resignation of that officer or director.

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

665 ~~(3) The department may adopt rules under ss. 120.536(1) and~~
666 ~~120.54 to administer this chapter.~~

667 Section 14. Section 507.11, Florida Statutes, is amended to

24-00392B-15

2015798__

668 read:

669 507.11 Criminal penalties.—

670 (1) The refusal of a mover or a mover's employee, agent, or
671 contractor to comply with an order from a law enforcement
672 officer to relinquish a shipper's household goods after the
673 officer determines that the shipper has tendered payment of the
674 amount of a written binding estimate, any charges for additional
675 services requested by the shipper after the contract for service
676 was issued, and charges for applicable impracticable operations,
677 as defined in the mover's tariff ~~or contract~~, or after the
678 officer determines that the mover did not produce a signed
679 estimate or contract for service upon which demand is being made
680 for payment, is a felony of the third degree, punishable as
681 provided in s. 775.082, s. 775.083, or s. 775.084. A mover's
682 compliance with an order from a law enforcement officer to
683 relinquish household goods to a shipper is not a waiver or
684 finding of fact regarding any right to seek further payment from
685 the shipper.

686 (2) The refusal of a mover or a mover's employee, agent, or
687 contractor to comply with an order from a law enforcement
688 officer to relinquish a shipper's household goods after the
689 officer determines that the shipper has tendered payment of the
690 prorated percentage of the binding estimate for a partial
691 delivery under s. 507.066 is a felony of the third degree,
692 punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
693 A mover's compliance with an order from an law enforcement
694 agency to relinquish household goods to a shipper is not a
695 waiver or finding of fact regarding any right to seek further
696 payment from the shipper.

24-00392B-15

2015798__

697 (3)~~(2)~~ Except as provided in subsections ~~subsection~~ (1) and
698 (2), any person or business that violates this chapter commits a
699 misdemeanor of the first degree, punishable as provided in s.
700 775.082 or s. 775.083.

701 Section 15. Section 507.14, Florida Statutes, is created
702 to read:

703 507.14 Rulemaking.—The department shall adopt rules to
704 administer this chapter.

705 Section 16. This act shall take effect July 1, 2015.