

By the Committee on Commerce and Tourism; and Senator Lee

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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. 507.04, F.S.;
5 removing a prohibition that a mover may not limit its
6 liability for the loss or damage of household goods to
7 a specified valuation rate; removing a requirement
8 that a mover disclose a liability limitation when the
9 mover limits its liability for a shipper's goods;
10 requiring a mover to offer valuation coverage to
11 compensate a shipper for the loss or damage of the
12 shipper's household goods that are lost or damaged
13 during a household move; requiring the valuation
14 coverage to indemnify the shipper for at least the
15 cost of replacement goods less depreciated value;
16 revising the time at which the mover must disclose the
17 terms of the coverage to the shipper in writing;
18 revising the information that the disclosure must
19 provide to the shipper; amending s. 507.05, F.S.;
20 requiring a mover to conduct a physical survey and
21 provide a binding estimate in certain circumstances
22 unless waived by the shipper; requiring specified
23 content for the binding estimate; authorizing the
24 mover to provide a maximum one-time fee for providing
25 a binding estimate; requiring the mover and shipper to
26 sign the estimate; requiring the mover to provide the
27 shipper with a copy of the estimate at the time of
28 signature; providing that a binding estimate may only
29 be amended under certain circumstances; authorizing a

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30 mover to charge more than the binding estimate in
31 certain circumstances; requiring a mover to allow a
32 shipper to consider whether additional services are
33 needed; requiring a mover to retain a copy of the
34 binding estimate for a specified period; requiring a
35 mover to provide a contract for service to the shipper
36 before providing moving or accessorial services;
37 requiring a driver to have possession of the contract
38 before leaving the point of origin; requiring a mover
39 to retain a contract of service for a specified
40 period; creating s. 507.054, F.S.; requiring the
41 department to prepare a publication that summarizes
42 the rights and responsibilities of, and remedies
43 available to, movers and shippers; requiring the
44 publication to meet certain specifications; creating
45 s. 507.055, F.S.; requiring a mover to provide certain
46 disclosures to a prospective shipper; amending s.
47 507.06, F.S.; requiring a mover to tender household
48 goods for delivery on the agreed upon delivery date or
49 within a specified period unless waived by the
50 shipper; requiring a mover to notify and provide
51 certain information to a shipper if the mover is
52 unable to perform delivery on the agreed upon date or
53 during the specified period; creating s. 507.065,
54 F.S.; providing a maximum amount that a mover may
55 charge a shipper; requiring a mover to bill a shipper
56 for certain amounts within a specified period;
57 creating s. 507.066, F.S.; specifying the amount of
58 payment that the mover may collect upon delivery of

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59 partially lost or destroyed household goods; requiring
60 a mover to determine the proportion of lost or
61 destroyed household goods; prohibiting a mover from
62 collecting or requiring a shipper to pay any charges
63 other than specific valuation rate charges if a
64 household goods shipment is totally lost or destroyed
65 in transit; amending s. 507.07, F.S.; providing that
66 it is a violation of ch. 507, F.S., to fail to comply
67 with specified provisions; providing that it is a
68 violation of ch. 507, F.S., to increase the contracted
69 cost for moving services in certain circumstances;
70 conforming a provision to a change made by this act;
71 amending s. 507.09, F.S.; requiring the department,
72 upon verification by certain entities, to immediately
73 suspend a registration or the processing of an
74 application for a registration in certain
75 circumstances; amending s. 507.11, F.S.; providing
76 criminal penalties; creating s. 507.14, F.S.;

77 requiring the department to adopt rules; providing an
78 effective date.

79
80 Be It Enacted by the Legislature of the State of Florida:

81
82 Section 1. Present subsections (6) through (9) of section
83 507.01, Florida Statutes, are amended, and new subsection (8) is
84 added to that section, to read:

85 507.01 Definitions.—As used in this chapter, the term:

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

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

91 (6)~~(7)~~ "Household goods" or "goods" means personal effects
92 or other personal property commonly found in a home, personal
93 residence, or other dwelling, including, but not limited to,
94 household furniture. The term does not include freight or
95 personal property moving to or from a factory, store, or other
96 place of business.

97 (7)~~(8)~~ "Household move" or "move" means the loading of
98 household goods into a vehicle, moving container, or other mode
99 of transportation or shipment; the transportation or shipment of
100 those household goods; and the unloading of those household
101 goods, when the transportation or shipment originates and
102 terminates at one of the following ultimate locations,
103 regardless of whether the mover temporarily stores the goods
104 while en route between the originating and terminating
105 locations:

106 (a) From one dwelling to another dwelling;

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

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

111 (8) "Impracticable operations" means conditions that arise
112 after execution of a contract for household moving services
113 which make it impractical for a mover to perform pickup or
114 delivery services for a household move.

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

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

119 ~~(10)~~~~(9)~~ "Mover" means a person who, for compensation,
120 contracts for or engages in the loading, transportation or
121 shipment, or unloading of household goods as part of a household
122 move. The term does not include a postal, courier, envelope, or
123 package service that does not advertise itself as a mover or
124 moving service.

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

127 507.02 Construction; intent; application.—

128 (3) This chapter is intended to provide consistency and
129 transparency in moving practices and to secure the satisfaction
130 and confidence of shippers and members of the public when using
131 a mover.

132 Section 3. Subsections (1), (3), (4), and (5) of section
133 507.04, Florida Statutes, are amended to read:

134 507.04 Required insurance coverages; liability limitations;
135 valuation coverage.—

136 (1) CARGO LIABILITY INSURANCE.—

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

142 2. The mover must provide the department with evidence of
143 liability insurance coverage before the mover is registered with
144 the department under s. 507.03. All insurance coverage
145 maintained by a mover must remain in effect throughout the

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146 mover's registration period. ~~A mover's failure to maintain~~
147 ~~insurance coverage in accordance with this paragraph constitutes~~
148 ~~an immediate threat to the public health, safety, and welfare.~~
149 ~~If a mover fails to maintain insurance coverage, the department~~
150 ~~may immediately suspend the mover's registration or eligibility~~
151 ~~for registration, and the mover must immediately cease operating~~
152 ~~as a mover in this state. In addition, and notwithstanding the~~
153 ~~availability of any administrative relief pursuant to chapter~~
154 ~~120, the department may seek from the appropriate circuit court~~
155 ~~an immediate injunction prohibiting the mover from operating in~~
156 ~~this state until the mover complies with this paragraph, a civil~~
157 ~~penalty not to exceed \$5,000, and court costs.~~

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

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

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

167
168 The original bond or certificate of deposit must be filed with
169 the department and must designate the department as the sole
170 beneficiary. The department must use the bond or certificate of
171 deposit exclusively for the payment of claims to consumers who
172 are injured by the fraud, misrepresentation, breach of contract,
173 misfeasance, malfeasance, or financial failure of the mover or
174 moving broker or by a violation of this chapter by the mover or

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175 broker. Liability for these injuries may be determined in an
176 administrative proceeding of the department or through a civil
177 action in a court of competent jurisdiction. However, claims
178 against the bond or certificate of deposit must only be paid, in
179 amounts not to exceed the determined liability for these
180 injuries, by order of the department in an administrative
181 proceeding. The bond or certificate of deposit is subject to
182 successive claims, but the aggregate amount of these claims may
183 not exceed the amount of the bond or certificate of deposit.

184 (3) INSURANCE COVERAGES.—The insurance coverages required
185 under paragraph (1)(a) and subsection (2) must be issued by an
186 insurance company or carrier licensed to transact business in
187 this state under the Florida Insurance Code as designated in s.
188 624.01. The department shall require a mover to present a
189 certificate of insurance of the required coverages before
190 issuance or renewal of a registration certificate under s.
191 507.03. The department shall be named as a certificateholder in
192 the certificate and must be notified at least 10 days before
193 cancellation of insurance coverage. A mover's failure to
194 maintain insurance coverage constitutes an immediate threat to
195 the public health, safety, and welfare. If a mover fails to
196 maintain insurance coverage, the department may immediately
197 suspend the mover's registration or eligibility for
198 registration, and the mover must immediately cease operating as
199 a mover in this state. In addition, and notwithstanding the
200 availability of any administrative relief pursuant to chapter
201 120, the department may seek from the appropriate circuit court
202 an immediate injunction prohibiting the mover from operating in
203 this state until the mover complies with this paragraph, a civil

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

205 ~~(4) LIABILITY LIMITATIONS; VALUATION RATES. A mover may not~~
206 ~~limit its liability for the loss or damage of household goods to~~
207 ~~a valuation rate that is less than 60 cents per pound per~~
208 ~~article. A provision of a contract for moving services is void~~
209 ~~if the provision limits a mover's liability to a valuation rate~~
210 ~~that is less than the minimum rate under this subsection. If a~~
211 ~~mover limits its liability for a shipper's goods, the mover must~~
212 ~~disclose the limitation, including the valuation rate, to the~~
213 ~~shipper in writing at the time that the estimate and contract~~
214 ~~for services are executed and before any moving or accessorial~~
215 ~~services are provided. The disclosure must also inform the~~
216 ~~shipper of the opportunity to purchase valuation coverage if the~~
217 ~~mover offers that coverage under subsection (5).~~

218 ~~(5) VALUATION COVERAGE.~~~~A mover~~ shall ~~may~~ offer valuation
219 coverage to compensate a shipper for the loss or damage of the
220 shipper's household goods that are lost or damaged during a
221 household move. ~~If a mover offers valuation coverage,~~ The
222 coverage must indemnify the shipper for at least the cost of
223 replacement of the goods less depreciated value ~~minimum~~
224 ~~valuation rate required under subsection (4).~~ The mover must
225 disclose the terms of the coverage to the shipper in writing
226 within ~~at the time that~~ the binding estimate and again when the
227 contract for services is ~~are~~ executed and before any moving or
228 accessorial services are provided. The disclosure must inform
229 the shipper of the cost of the valuation coverage, if any ~~the~~
230 ~~valuation rate of the coverage, and the opportunity to reject~~
231 ~~the coverage. If valuation coverage compensates a shipper for at~~
232 ~~least the minimum valuation rate required under subsection (4),~~

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233 ~~the coverage satisfies the mover's liability for the minimum~~
234 ~~valuation rate.~~

235 Section 4. Section 507.05, Florida Statutes, is amended to
236 read:

237 507.05 Physical surveys, binding estimates, and contracts
238 for service. ~~Before providing any moving or accessorial~~
239 ~~services, a contract and estimate must be provided to a~~
240 ~~prospective shipper in writing, must be signed and dated by the~~
241 ~~shipper and the mover, and must include:~~

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

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

250 (3) BINDING ESTIMATE.—Before executing a contract for
251 service for a household move, and at least 48 hours before the
252 scheduled time and date of a shipment of household goods, a
253 mover must provide a binding estimate of the total charges,
254 including, but not limited to, the loading, transportation or
255 shipment, and unloading of household goods and accessorial
256 services. The binding estimate shall be based on a physical
257 survey conducted pursuant to subsection (1), unless waived
258 pursuant to subsection (2).

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

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

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

266 2. The date the estimate was prepared and the proposed date
267 of the move, if any.

268 3. An itemized breakdown and description of services, and
269 the total cost to the shipper of loading, transporting or
270 shipping, unloading, and accessorial services.

271 4. A statement that the estimate is binding on the mover
272 and the shipper and that the charges shown apply only to those
273 services specifically identified in the estimate.

274 5. Identification of acceptable forms of payment.

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

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

280 (e) A binding estimate may only be amended by the mover
281 before the scheduled loading of household goods for shipment
282 when the shipper has requested additional services of the mover
283 not previously disclosed in the original binding estimate, or
284 upon mutual agreement of the mover and the shipper. Once a mover
285 begins to load the household goods for a move, failure to
286 execute a new binding estimate signifies the mover has
287 reaffirmed the original binding estimate.

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

290 1. The shipper tenders additional household goods, requests

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291 additional services, or requires services that are not
292 specifically included in the binding estimate, in which case the
293 mover is not required to honor the estimate. If, despite the
294 addition of household goods or the need for additional services,
295 the mover chooses to perform the move, it must, before loading
296 the household goods, inform the shipper of the associated
297 charges in writing. The mover may require full payment at the
298 destination for the costs associated with the additional
299 requested services and the full amount of the original binding
300 estimate.

301 2. Upon issuance of the contract for services, the mover
302 advises the shipper, in advance of performing additional
303 services, including accessorial services, that such services are
304 essential to properly performing the move. The mover must allow
305 the shipper at least 1 hour to determine whether to authorize
306 the additional services.

307 a. If the shipper agrees to pay for the additional
308 services, the mover must execute a written addendum to the
309 contract for services, which must be signed by the shipper. The
310 addendum may be sent to the shipper by facsimile, e-mail,
311 overnight courier, or certified mail, with return receipt
312 requested. The mover must bill the shipper for the agreed upon
313 additional services within 15 days after the delivery of those
314 additional services pursuant to s. 507.06.

315 b. If the shipper does not agree to pay for the additional
316 services, the mover may perform and, pursuant to s. 507.06, bill
317 the shipper for those additional services necessary to complete
318 the delivery.

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

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

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

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

326 1.(1) The name, telephone number, and physical address
327 where the mover's employees are available during normal business
328 hours.

329 2.(2) The date the contract ~~was~~ estimate is prepared and
330 the ~~any~~ proposed date of the move, if any.

331 3.(3) The name and address of the shipper, the addresses
332 where the articles are to be picked up and delivered, and a
333 telephone number where the shipper may be reached.

334 4.(4) The name, telephone number, and physical address of
335 any location where the household goods will be held pending
336 further transportation, including situations in which ~~where~~ the
337 mover retains possession of household goods pending resolution
338 of a fee dispute with the shipper.

339 5.(5) A binding estimate provided in accordance with s.
340 ~~507.05 An itemized breakdown and description and total of all~~
341 ~~costs and services for loading, transportation or shipment,~~
342 ~~unloading, and accessorial services to be provided during a~~
343 ~~household move or storage of household goods.~~

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

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

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

350 8.(6) Acceptable forms of payment, which must be clearly
351 and conspicuously disclosed to the shipper on the binding
352 estimate and the contract for services. A mover must ~~shall~~
353 accept at least a minimum of two of the three following forms of
354 payment:

355 a.(a) Cash, cashier's check, money order, or traveler's
356 check;

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

359 c.(e) Valid credit card, which shall include, but not be
360 limited to, Visa or MasterCard. A mover must clearly and
361 conspicuously disclose to the shipper in the estimate and
362 contract for services the forms of payments the mover will
363 accept, including the forms of payment described in paragraphs
364 (a)-(c).

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

367 (c) A copy of the contract for service must accompany the
368 household goods whenever they are in the mover's or the mover's
369 agent's possession. Before a vehicle that is being used for the
370 move leaves the point of origin, the driver responsible for the
371 move must have the contract for service in his or her
372 possession.

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

376 Section 5. Section 507.054, Florida Statutes, is created to
377 read:

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378 507.054 Publication.—

379 (1) The department shall prepare a publication that
380 includes a summary of the rights and responsibilities of, and
381 remedies available to movers and shippers under this chapter.
382 The publication must include a statement that a mover's failure
383 to relinquish household goods as required by this chapter
384 constitutes a felony of the third degree, punishable as provided
385 in s. 775.082, s. 775.083, or s. 775.084, that any other
386 violation of this chapter constitutes a misdemeanor of the first
387 degree, punishable as provided in s. 775.082 or s. 775.083, and
388 that any violation of this chapter constitutes a violation of
389 the Florida Deceptive and Unfair Trade Practices Act. The
390 publication must also include a notice to the shipper about the
391 potential risks of shipping sentimental or family heirloom
392 items.

393 (2) A mover may provide exact copies of the department's
394 publication to shippers or may customize the color, design, and
395 dimension of the front and back covers of the standard
396 department publication. If the mover customizes the publication,
397 the customized publication must include the content specified in
398 subsection (1) and meet the following requirements:

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

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

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

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407 by signed acknowledgement in the contract.

408 Section 6. Section 507.055, Florida Statutes, is created to
409 read:

410 507.055 Required disclosure and acknowledgment of rights
411 and remedies.—Before executing a contract for service for a
412 move, a mover must provide to a prospective shipper all of the
413 following:

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

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

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

420 507.06 Delivery and storage of household goods.—

421 (1) On the agreed upon delivery date or within the
422 timeframe specified in the contract for service, a mover must
423 relinquish household goods to a shipper and must place the
424 household goods inside a shipper's dwelling or, if directed by
425 the shipper, inside a storehouse or warehouse that is owned or
426 rented by the shipper or the shipper's agent, unless the shipper
427 has not tendered payment pursuant to ss. 507.065 or 507.066 ~~in~~
428 ~~the amount specified in a written contract or estimate signed~~
429 ~~and dated by the shipper.~~ This requirement may be waived by the
430 shipper. A mover may not, under any circumstances, refuse to
431 relinquish prescription medicines and household goods for use by
432 children, including children's furniture, clothing, or toys,
433 under any circumstances.

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

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

443 (4) If a mover becomes aware that it will be unable to
444 perform either the pickup or the delivery of household goods on
445 the date agreed upon or during the timeframe specified in the
446 contract for service due to circumstances not anticipated by the
447 contract, the mover shall notify the shipper of the delay and
448 advise the shipper of the amended date or timeframe within which
449 the mover expects to pick up or deliver the household goods in a
450 timely manner.

451 Section 8. Section 507.065, Florida Statutes, is created to
452 read:

453 507.065 Payment.—

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

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

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465 after receipt of the bill.

466 Section 9. Section 507.066, Florida Statutes, is created to
467 read:

468 507.066 Collection for losses.—

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

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

473 1. A prorated percentage of the binding estimate. The
474 prorated percentage must equal the percentage of the weight of
475 the portion of the household goods delivered relative to the
476 total weight of the household goods that were ordered to be
477 moved.

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

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

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

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

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

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

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

500 (3) SHIPPER'S RIGHTS.—A shipper's rights under this section
501 are in addition to any other rights the shipper may have with
502 respect to household goods that were lost or destroyed while in
503 the custody of the mover or the mover's agent. These rights also
504 apply regardless of whether the shipper exercises his or her
505 right to obtain a refund of the portion of a mover's published
506 freight charges corresponding to the portion of the lost or
507 destroyed household goods, including any charges for accessorial
508 services, at the time the mover disposes of claims for loss,
509 damage, or injury to the household goods.

510 Section 10. Subsections (1), (4), and (5) of section
511 507.07, Florida Statutes, are amended, to read:

512 507.07 Violations.—It is a violation of this chapter:

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

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

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

527 Section 11. Section 507.09, Florida Statutes, is amended to
528 read:

529 507.09 Administrative remedies; penalties.—

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

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

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

538 (c) Directing that the person cease and desist specified
539 activities.

540 (d) Refusing to register or revoking or suspending a
541 registration.

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

544 (2) The department shall, upon notification and subsequent
545 written verification by a law enforcement agency, a court, a
546 state attorney, or the Department of Law Enforcement,
547 immediately suspend a registration or the processing of an
548 application for a registration if the registrant, applicant, or
549 an officer or director of the registrant or applicant is
550 formally charged with a crime involving fraud, theft, larceny,
551 embezzlement, or fraudulent conversion or misappropriation of

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552 property or a crime arising from conduct during a movement of
553 household goods until final disposition of the case or removal
554 or resignation of that officer or director.

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

558 ~~(3) The department may adopt rules under ss. 120.536(1) and~~
559 ~~120.54 to administer this chapter.~~

560 Section 12. Section 507.11, Florida Statutes, is amended to
561 read:

562 507.11 Criminal penalties.—

563 (1) The refusal of a mover or a mover's employee, agent, or
564 contractor to comply with an order from a law enforcement
565 officer to relinquish a shipper's household goods after the
566 officer determines that the shipper has tendered payment in
567 accordance with ss. 507.065 and 507.066 ~~of the amount of a~~
568 ~~written estimate or contract~~, or after the officer determines
569 that the mover did not produce a signed estimate or contract for
570 service upon which demand is being made for payment, is a felony
571 of the third degree, punishable as provided in s. 775.082, s.
572 775.083, or s. 775.084. A mover's compliance with an order from
573 a law enforcement officer to relinquish household goods to a
574 shipper is not a waiver or finding of fact regarding any right
575 to seek further payment from the shipper.

576 (2) Except as provided in subsection (1), any person or
577 business that violates this chapter commits a misdemeanor of the
578 first degree, punishable as provided in s. 775.082 or s.
579 775.083.

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

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581 to read:

582 507.14 Rulemaking.—The department shall adopt rules to
583 administer this chapter.

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