

By the Committees on Appropriations; and 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 precludes a mover from
6 limiting its liability for the loss or damage of
7 household goods to a specified valuation rate;
8 removing a requirement that a mover disclose a
9 liability limitation when the mover limits its
10 liability for a shipper's goods; requiring a mover to
11 offer valuation coverage to compensate a shipper for
12 the loss of or damage to the shipper's household goods
13 during a household move; requiring the valuation
14 coverage to indemnify the shipper for at least the
15 cost of repair or replacement of goods unless waived
16 or amended by the shipper; authorizing the shipper to
17 waive or amend the valuation coverage; requiring that
18 the waiver be made in a signed acknowledgment in the
19 contract; revising the time at which the mover must
20 disclose the terms of the coverage, including any
21 deductibles, to the shipper in writing; revising the
22 information that the disclosure must provide to the
23 shipper; amending s. 507.05, F.S.; requiring a mover
24 to conduct a physical survey and provide a binding
25 estimate in certain circumstances unless waived by the
26 shipper; requiring specified content for the binding
27 estimate; authorizing a shipper to waive the binding
28 estimate in certain circumstances; authorizing the
29 mover to provide a maximum one-time fee for providing

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

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59 F.S.; providing a maximum amount that a mover may
60 charge a shipper unless waived by the shipper;
61 requiring a mover to bill a shipper for specified
62 charges in certain circumstances; authorizing a mover
63 to assess a late fee for any uncollected charges in
64 certain circumstances; amending s. 507.07, F.S.;

65 providing that it is a violation of ch. 507, F.S., to
66 fail to comply with specified provisions; providing
67 that it is a violation of ch. 507, F.S., to increase
68 the contracted cost for moving services in certain
69 circumstances; conforming provisions to changes made
70 by the act; amending s. 507.09, F.S.; requiring the
71 department, upon verification by certain entities, to
72 immediately suspend a registration or the processing
73 of an application for a registration in certain
74 circumstances; amending s. 507.10, F.S.; conforming a
75 provision to a change made by this act; amending s.
76 507.11, F.S.; providing criminal penalties; creating
77 s. 507.14, F.S.; requiring the department to adopt
78 rules; providing an effective date.

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

81
82 Section 1. Present subsections (2) through (5) of section
83 507.01, Florida Statutes, are redesignated as subsections (3)
84 through (6), respectively, present subsections (9), (10), and
85 (11) of that section are redesignated as subsections (10), (11),
86 and (12), respectively, present subsections (12) and (13) of
87 that section are redesignated as subsections (14) and (15),

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

91 507.01 Definitions.—As used in this chapter, the term:

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

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

101 (9) "Impracticable operations" means conditions arising
102 after execution of a contract for household moving services
103 which make it impractical for a mover to perform pickup or
104 delivery services for a household move.

105 ~~(10)~~(9) "Mover" means a person who, for compensation,
106 contracts for or engages in the loading, transportation or
107 shipment, or unloading of household goods as part of a household
108 move. The term does not include a postal, courier, envelope, or
109 package service that, or a personal laborer who, does not
110 advertise ~~itself~~ as a mover or moving service.

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

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

119 507.02 Construction; intent; application.—

120 (3) This chapter is intended to provide consistency and
121 transparency in moving practices and to secure the satisfaction
122 and confidence of shippers and members of the public when using
123 a mover.

124 Section 3. Subsections (1), (3), (4), and (5) of section
125 507.04, Florida Statutes, are amended to read:

126 507.04 Required insurance coverages; liability limitations;
127 valuation coverage.—

128 (1) CARGO LIABILITY INSURANCE.—

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

134 2. The mover must provide the department with evidence of
135 liability insurance coverage before the mover is registered with
136 the department under s. 507.03. All insurance coverage
137 maintained by a mover must remain in effect throughout the
138 mover's registration period. ~~A mover's failure to maintain~~
139 ~~insurance coverage in accordance with this paragraph constitutes~~
140 ~~an immediate threat to the public health, safety, and welfare.~~
141 ~~If a mover fails to maintain insurance coverage, the department~~
142 ~~may immediately suspend the mover's registration or eligibility~~
143 ~~for registration, and the mover must immediately cease operating~~
144 ~~as a mover in this state. In addition, and notwithstanding the~~
145 ~~availability of any administrative relief pursuant to chapter~~

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146 ~~120, the department may seek from the appropriate circuit court~~
147 ~~an immediate injunction prohibiting the mover from operating in~~
148 ~~this state until the mover complies with this paragraph, a civil~~
149 ~~penalty not to exceed \$5,000, and court costs.~~

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

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

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

159
160 The original bond or certificate of deposit must be filed with
161 the department and must designate the department as the sole
162 beneficiary. The department must use the bond or certificate of
163 deposit exclusively for the payment of claims to consumers who
164 are injured by the fraud, misrepresentation, breach of contract,
165 misfeasance, malfeasance, or financial failure of the mover or
166 moving broker or by a violation of this chapter by the mover or
167 broker. Liability for these injuries may be determined in an
168 administrative proceeding of the department or through a civil
169 action in a court of competent jurisdiction. However, claims
170 against the bond or certificate of deposit must only be paid, in
171 amounts not to exceed the determined liability for these
172 injuries, by order of the department in an administrative
173 proceeding. The bond or certificate of deposit is subject to
174 successive claims, but the aggregate amount of these claims may

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

176 (3) INSURANCE COVERAGES.—The insurance coverages required
177 under paragraph (1)(a) and subsection (2) must be issued by an
178 insurance company or carrier licensed to transact business in
179 this state under the Florida Insurance Code as designated in s.
180 624.01. The department shall require a mover to present a
181 certificate of insurance of the required coverages before
182 issuance or renewal of a registration certificate under s.
183 507.03. The department shall be named as a certificateholder in
184 the certificate and must be notified at least 10 days before
185 cancellation of insurance coverage. A mover's failure to
186 maintain insurance coverage constitutes an immediate threat to
187 the public health, safety, and welfare. If a mover fails to
188 maintain insurance coverage, the department may immediately
189 suspend the mover's registration or eligibility for
190 registration, and the mover must immediately cease operating as
191 a mover in this state. In addition, and notwithstanding the
192 availability of any administrative relief pursuant to chapter
193 120, the department may seek from the appropriate circuit court
194 an immediate injunction prohibiting the mover from operating in
195 this state until the mover complies with this paragraph. The
196 mover may also be assessed a civil penalty not to exceed \$5,000
197 and court costs.

198 (4) ~~LIABILITY LIMITATIONS; VALUATION RATES.~~ ~~A mover may not~~
199 ~~limit its liability for the loss or damage of household goods to~~
200 ~~a valuation rate that is less than 60 cents per pound per~~
201 ~~article. A provision of a contract for moving services is void~~
202 ~~if the provision limits a mover's liability to a valuation rate~~
203 ~~that is less than the minimum rate under this subsection. If a~~

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204 ~~mover limits its liability for a shipper's goods, the mover must~~
205 ~~disclose the limitation, including the valuation rate, to the~~
206 ~~shipper in writing at the time that the estimate and contract~~
207 ~~for services are executed and before any moving or accessorial~~
208 ~~services are provided. The disclosure must also inform the~~
209 ~~shipper of the opportunity to purchase valuation coverage if the~~
210 ~~mover offers that coverage under subsection (5).~~

211 ~~(5) VALUATION COVERAGE.~~—A mover shall ~~may~~ offer valuation
212 coverage to compensate a shipper for the loss or damage of the
213 shipper's household goods that are lost or damaged during a
214 household move. ~~If a mover offers valuation coverage,~~ The
215 coverage must indemnify the shipper for at least the cost of
216 repair or replacement of the goods, unless waived or amended by
217 the shipper. The shipper may waive or amend the valuation
218 coverage, and the waiver must be made in a signed acknowledgment
219 in the contract ~~minimum valuation rate required under subsection~~
220 ~~(4).~~ The mover must disclose the terms of the coverage to the
221 shipper in writing, including any deductibles, in ~~at the time~~
222 ~~that~~ the binding estimate and again when the contract for
223 services is ~~are~~ executed and before any moving or accessorial
224 services are provided. The disclosure must inform the shipper of
225 the cost of the valuation coverage, if any ~~the valuation rate of~~
226 ~~the coverage, and the opportunity to reject the coverage. If~~
227 ~~valuation coverage compensates a shipper for at least the~~
228 ~~minimum valuation rate required under subsection (4), the~~
229 ~~coverage satisfies the mover's liability for the minimum~~
230 ~~valuation rate.~~

231 Section 4. Section 507.05, Florida Statutes, is amended to
232 read:

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233 507.05 Physical surveys, binding estimates, and contracts
234 for service. ~~Before providing any moving or accessorial~~
235 ~~services, a contract and estimate must be provided to a~~
236 ~~prospective shipper in writing, must be signed and dated by the~~
237 ~~shipper and the mover, and must include:~~

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

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

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

255 (a) The shipper may waive the binding estimate if the
256 waiver is made by signed or electronic acknowledgment before the
257 commencement of the 48-hour period before the household goods
258 are loaded. The mover shall retain a copy of the waiver as an
259 addendum to the contract for services. To be enforceable, a
260 waiver executed under this paragraph must, at a minimum, include
261 a statement in uppercase type that is at least 5 points larger

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262 than, and clearly distinguishable from, the rest of the text of
263 the waiver or release containing the statement. The exact
264 statement to be included in a waiver of a binding estimate to be
265 used by all movers shall be determined by the department in
266 rulemaking and must include a delineation of the specific rights
267 that a shipper may lose by waiving the binding estimate.

268 (b) The shipper may also waive the 48-hour period if the
269 moving services requested commence within 48 hours of the
270 shipper's initial contact with the mover contracted to perform
271 the moving services.

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

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

276 2. The date the estimate was prepared and the proposed date
277 of the move, if any.

278 3. An itemized breakdown and description of services, and
279 the total cost to the shipper of loading, transporting or
280 shipping, unloading, and accessorial services.

281 4. A statement that the estimate is binding on the mover
282 and the shipper and that the charges shown apply only to those
283 services specifically identified in the estimate.

284 5. Identification of acceptable forms of payment.

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

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

290 (f) A binding estimate may only be amended by the mover

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291 before the scheduled loading of household goods for shipment
292 when the shipper has requested additional services of the mover
293 not previously disclosed in the original binding estimate, or
294 upon mutual agreement of the mover and the shipper. Once a mover
295 begins to load the household goods for a move, failure to
296 execute a new binding estimate signifies the mover has
297 reaffirmed the original binding estimate.

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

300 1. The shipper waives receipt of a binding estimate under
301 this subsection.

302 2. The shipper tenders additional household goods, requests
303 additional services, or requires services that are not
304 specifically included in the binding estimate, in which case the
305 mover is not required to honor the estimate. If, despite the
306 addition of household goods or the need for additional services,
307 the mover chooses to perform the move, it must, before loading
308 the household goods, inform the shipper of the associated
309 charges in writing. The mover may require full payment at the
310 destination for the costs associated with the additional
311 requested services and the full amount of the original binding
312 estimate.

313 3. Upon issuance of the contract for services, the mover
314 advises the shipper, in advance of performing additional
315 services, including accessorial services, that such services are
316 essential to properly performing the move. The mover must allow
317 the shipper at least 1 hour to determine whether to authorize
318 the additional services.

319 a. If the shipper agrees to pay for the additional

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320 services, the mover must execute a written addendum to the
321 contract for services, which must be signed by the shipper. The
322 addendum may be sent to the shipper by facsimile, e-mail,
323 overnight courier, or certified mail, with return receipt
324 requested. The mover must bill the shipper for the agreed upon
325 additional services within 15 days after the delivery of those
326 additional services pursuant to s. 507.06.

327 b. If the shipper does not agree to pay for the additional
328 services, the mover may perform and, pursuant to s. 507.06, bill
329 the shipper for those additional services necessary to complete
330 the delivery.

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

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

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

338 1.~~(1)~~ The name, telephone number, and physical address
339 where the mover's employees are available during normal business
340 hours.

341 2.~~(2)~~ The date the contract ~~was~~ ~~or estimate~~ ~~is~~ prepared and
342 the ~~any~~ proposed date of the move, if any.

343 3.~~(3)~~ The name and address of the shipper, the addresses
344 where the articles are to be picked up and delivered, and a
345 telephone number where the shipper may be reached.

346 4.~~(4)~~ The name, telephone number, and physical address of
347 any location where the household goods will be held pending
348 further transportation, including situations in which ~~where~~ the

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349 mover retains possession of household goods pending resolution
350 of a fee dispute with the shipper.

351 5.(5) A binding estimate provided in accordance with
352 subsection (3) An itemized breakdown and description and total
353 of all costs and services for loading, transportation or
354 shipment, unloading, and accessorial services to be provided
355 during a household move or storage of household goods.

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

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

362 8.(6) Acceptable forms of payment, which must be clearly
363 and conspicuously disclosed to the shipper on the binding
364 estimate and the contract for services. A mover must shall
365 accept at least a minimum of two of the three following forms of
366 payment:

367 a.(a) Cash, cashier's check, money order, or traveler's
368 check;

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

371 c.(c) Valid credit card, which shall include, but not be
372 limited to, Visa or MasterCard. A mover must clearly and
373 conspicuously disclose to the shipper in the estimate and
374 contract for services the forms of payments the mover will
375 accept, including the forms of payment described in paragraphs
376 (a)-(c).

377 (b) Each addendum to the contract for service is an

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378 integral part of the contract.

379 (c) A copy of the contract for service must accompany the
380 household goods whenever they are in the mover's or the mover's
381 agent's possession. Before a vehicle that is being used for the
382 move leaves the point of origin, the driver responsible for the
383 move must have the contract for service in his or her
384 possession.

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

388 Section 5. Section 507.054, Florida Statutes, is created to
389 read:

390 507.054 Publication.—

391 (1) The department shall prepare a publication that
392 includes a summary of the rights and responsibilities of, and
393 remedies available to movers and shippers under this chapter.
394 The publication must include a statement that a mover's failure
395 to relinquish household goods as required by this chapter
396 constitutes a felony of the third degree, punishable as provided
397 in s. 775.082, s. 775.083, or s. 775.084, that any other
398 violation of this chapter constitutes a misdemeanor of the first
399 degree, punishable as provided in s. 775.082 or s. 775.083, and
400 that any violation of this chapter constitutes a violation of
401 the Florida Deceptive and Unfair Trade Practices Act. The
402 publication must also include a notice to the shipper about the
403 potential risks of shipping sentimental or family heirloom
404 items.

405 (2) A mover may provide exact copies of the department's
406 publication to shippers or may customize the color, design, and

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407 dimension of the front and back covers of the standard
408 department publication. If the mover customizes the publication,
409 the customized publication must include the content specified in
410 subsection (1) and meet the following requirements:

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

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

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

420 Section 6. Section 507.055, Florida Statutes, is created to
421 read:

422 507.055 Required disclosure and acknowledgment of rights
423 and remedies.—Before executing a contract for service for a
424 move, a mover must provide to a prospective shipper all of the
425 following:

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

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

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

432 507.06 Delivery and storage of household goods.—

433 (1) On the agreed upon delivery date or within the
434 timeframe specified in the contract for service, a mover must
435 relinquish household goods to a shipper and must place the

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436 household goods inside a shipper's dwelling or, if directed by
437 the shipper, inside a storehouse or warehouse that is owned or
438 rented by the shipper or the shipper's agent, unless the shipper
439 has not tendered payment pursuant to s. 507.065 ~~in the amount~~
440 ~~specified in a written contract or estimate signed and dated by~~
441 ~~the shipper.~~ This requirement may be waived by the shipper. A
442 mover may not, under any circumstances, refuse to relinquish
443 prescription medicines and household goods for use by children,
444 including children's furniture, clothing, or toys, ~~under any~~
445 ~~circumstances.~~

446 (3) A mover that lawfully fails to relinquish a shipper's
447 household goods may place the goods in storage until payment in
448 accordance with s. 507.065 is tendered; however, the mover must
449 notify the shipper of the location where the goods are stored
450 and the amount due within 5 days after receipt of a written
451 request for that information from the shipper, which request
452 must include the address where the shipper may receive the
453 notice. A mover may not require a prospective shipper to waive
454 any rights or requirements under this section.

455 (4) If a mover becomes aware that it will be unable to
456 perform either the pickup or the delivery of household goods on
457 the date agreed upon or during the timeframe specified in the
458 contract for service due to circumstances not anticipated by the
459 contract, the mover shall notify the shipper of the delay and
460 advise the shipper of the amended date or timeframe within which
461 the mover expects to pick up or deliver the household goods in a
462 timely manner.

463 Section 8. Section 507.065, Florida Statutes, is created to
464 read:

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465 507.065 Payment.—

466 (1) Except as provided in s. 507.05(3), the maximum amount
467 that a mover may charge before relinquishing household goods to
468 a shipper is the exact amount of the binding estimate, unless
469 waived by the shipper, plus charges for any additional services
470 requested or agreed to in writing by the shipper after the
471 contract for service was issued and for impracticable
472 operations, if applicable.

473 (2) A mover must bill a shipper for any charges assessed
474 under this chapter which are not collected upon delivery of
475 household goods at their destination within 15 days after such
476 delivery. A mover may assess a late fee for any uncollected
477 charges if the shipper fails to make payment within 30 days
478 after receipt of the bill.

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

482 507.07 Violations.—It is a violation of this chapter:

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

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

493 (5) To withhold delivery of household goods or in any way

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494 hold household goods in storage against the expressed wishes of
495 the shipper if payment has been made as delineated in the
496 estimate or contract for services, or pursuant to this chapter.

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

500 (a)(b) Unless expressly authorized by this chapter, to seek
501 or solicit a waiver or acceptance of limitation from a shipper
502 concerning rights or benefits provided under this chapter.

503 Section 10. Section 507.09, Florida Statutes, is amended to
504 read:

505 507.09 Administrative remedies; penalties.—

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

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

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

514 (c) Directing that the person cease and desist specified
515 activities.

516 (d) Refusing to register or revoking or suspending a
517 registration.

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

520 (2) The department shall, upon notification and subsequent
521 written verification by a law enforcement agency, a court, a
522 state attorney, or the Department of Law Enforcement,

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523 immediately suspend a registration or the processing of an
524 application for a registration if the registrant, applicant, or
525 an officer or director of the registrant or applicant is
526 formally charged with a crime involving fraud, theft, larceny,
527 embezzlement, or fraudulent conversion or misappropriation of
528 property or a crime arising from conduct during a movement of
529 household goods until final disposition of the case or removal
530 or resignation of that officer or director.

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

534 ~~(3) The department may adopt rules under ss. 120.536(1) and~~
535 ~~120.54 to administer this chapter.~~

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

538 507.10 Civil penalties; remedies.—

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

544 Section 12. Section 507.11, Florida Statutes, is amended to
545 read:

546 507.11 Criminal penalties.—

547 (1) The refusal of a mover or a mover's employee, agent, or
548 contractor to comply with an order from a law enforcement
549 officer to relinquish a shipper's household goods after the
550 officer determines that the shipper has tendered payment in
551 accordance with s. 507.065 ~~of the amount of a written estimate~~

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552 ~~or contract~~, or after the officer determines that the mover did
553 not produce a signed estimate or contract for service upon which
554 demand is being made for payment, is a felony of the third
555 degree, punishable as provided in s. 775.082, s. 775.083, or s.
556 775.084. A mover's compliance with an order from a law
557 enforcement officer to relinquish household goods to a shipper
558 is not a waiver or finding of fact regarding any right to seek
559 further payment from the shipper.

560 (2) Except as provided in subsection (1), any person or
561 business that violates this chapter commits a misdemeanor of the
562 first degree, punishable as provided in s. 775.082 or s.
563 775.083.

564 Section 13. Section 507.14, Florida Statutes, is created
565 to read:

566 507.14 Rulemaking.—The department shall adopt rules to
567 administer this chapter.

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