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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 and redefining terms;  
4     amending s. 507.02, F.S.; clarifying intent; amending  
5     s. 507.03, F.S.; revising the conditions under which  
6     the Department of Agriculture and Consumer Services is  
7     authorized to deny, refuse to renew, or revoke the  
8     registration of any mover or moving broker; amending  
9     s. 507.04, F.S.; removing a prohibition that precludes  
10    a mover from limiting its liability for the loss or  
11    damage of household goods to a specified valuation  
12    rate; removing a requirement that a mover disclose a  
13    liability limitation when the mover limits its  
14    liability for a shipper's goods; requiring a mover to  
15    indemnify a shipper for the loss of or damage to the  
16    shipper's household goods caused by the mover during a  
17    household move; requiring the mover to indemnify the  
18    shipper for at least the cost of repair or replacement  
19    of goods unless waived or amended by the shipper;  
20    authorizing the shipper to waive or amend the  
21    indemnification for loss of or damage to the shipper's  
22    household goods; requiring that the waiver be made in  
23    a signed or electronic acknowledgment in the contract;  
24    revising the time at which the mover must disclose the  
25    terms of the coverage, including any deductibles, to  
26    the shipper in writing; revising the information that  
27    the disclosure must provide to the shipper; amending  
28    s. 507.05, F.S.; requiring a mover to conduct a  
29    physical survey and provide a binding estimate in

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30 certain circumstances unless waived by the shipper;  
31 requiring specified content for the binding estimate;  
32 authorizing a shipper to waive the binding estimate in  
33 certain circumstances; requiring the mover and shipper  
34 to sign or electronically acknowledge the estimate;  
35 requiring the mover to provide the shipper with a copy  
36 of the estimate at the time of signature or electronic  
37 acknowledgment; providing that a binding estimate may  
38 be amended only under certain circumstances;  
39 authorizing a mover to charge more than the binding  
40 estimate in certain circumstances; requiring a mover  
41 to allow a shipper at least 1 hour to determine  
42 whether to authorize impracticable operations;  
43 requiring a mover to retain a copy of the binding  
44 estimate for a specified period; requiring a mover to  
45 provide a contract for service to the shipper before  
46 providing moving or accessorial services; requiring a  
47 driver to have possession of the contract before  
48 leaving the point of origin; requiring a mover to  
49 retain a contract of service for a specified period;  
50 creating s. 507.054, F.S.; requiring the department to  
51 prepare a publication that summarizes the rights and  
52 responsibilities of, and remedies available to, movers  
53 and shippers; requiring the department to make the  
54 publication available to the public on the  
55 department's website; requiring the mover to provide  
56 an electronic or hard copy of the department's  
57 publication to shippers at specified times; requiring  
58 the publication to meet certain specifications;

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59 requiring the shipper to acknowledge receipt of the  
60 copy of the publication by signed or electronic  
61 acknowledgment; creating s. 507.055, F.S.; requiring a  
62 mover to provide certain disclosures to a prospective  
63 shipper; amending s. 507.06, F.S.; requiring a mover  
64 to tender household goods for delivery on the agreed  
65 upon delivery date or within a specified period unless  
66 waived by the shipper; requiring a mover to notify and  
67 provide certain information to a shipper if the mover  
68 is unable to perform delivery on the agreed upon date  
69 or during the specified period; creating s. 507.065,  
70 F.S.; providing a maximum amount that a mover may  
71 charge a shipper unless waived by the shipper;  
72 requiring a mover to bill a shipper for specified  
73 charges in certain circumstances; authorizing a mover  
74 to assess a late fee for any uncollected charges in  
75 certain circumstances; amending s. 507.07, F.S.;  
76 providing that it is a violation of ch. 507, F.S., to  
77 fail to comply with specified provisions; providing  
78 that it is a violation of ch. 507, F.S., to increase  
79 the contracted cost for moving services in certain  
80 circumstances; conforming provisions to changes made  
81 by the act; amending s. 507.09, F.S.; requiring the  
82 department, upon verification by certain entities, to  
83 immediately suspend a registration or the processing  
84 of an application for a registration in certain  
85 circumstances; amending s. 507.10, F.S.; conforming a  
86 provision to changes made by the act; amending s.  
87 507.11, F.S.; providing criminal penalties; creating

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88 s. 507.14, F.S.; requiring the department to adopt  
89 rules; providing an effective date.  
90

91 Be It Enacted by the Legislature of the State of Florida:  
92

93 Section 1. Section 507.01, Florida Statutes, is reordered  
94 and amended to read:

95 507.01 Definitions.—As used in this chapter, the term:

96 (1) "Accessorial services" means any service performed by a  
97 mover which results in a charge to the shipper and is incidental  
98 to the transportation or shipment of household goods, including,  
99 but not limited to, valuation coverage; preparation of written  
100 inventory; equipment, including dollies, hand trucks, pads,  
101 blankets, and straps; storage, packing, unpacking, or crating of  
102 articles; hoisting or lowering; waiting time; carrying articles  
103 excessive distances to or from the mover's vehicle, which may be  
104 cited as "long carry"; overtime loading and unloading;  
105 reweighing; disassembly or reassembly; elevator or stair  
106 carrying; boxing or servicing of appliances; and furnishing of  
107 packing or crating materials. The term includes services not  
108 performed by the mover but performed by a third party at the  
109 request of the shipper or mover, if the charges for these  
110 services are to be paid to the mover by the shipper at or before  
111 the time of delivery.

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

116 (3)~~(2)~~ "Advertise" means to advise, announce, give notice

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117 of, publish, or call attention by use of oral, written, or  
118 graphic statement made in a newspaper or other publication or on  
119 radio or television, any electronic medium, or contained in any  
120 notice, handbill, sign, including signage on vehicle, flyer,  
121 catalog or letter, or printed on or contained in any tag or  
122 label attached to or accompanying any good.

123 (4) "Binding estimate" means a written or electronic  
124 document that specifies the total cost of a move, including, but  
125 not limited to, the loading, transportation or shipment, and  
126 unloading of household goods and accessorial services the  
127 shipper must pay for the complete move of his or her household  
128 goods.

129 (5)~~(3)~~ "Compensation" means money, fee, emolument, quid pro  
130 quo, barter, remuneration, pay, reward, indemnification, or  
131 satisfaction.

132 (6)~~(4)~~ "Contract for service" or "bill of lading" means a  
133 written document approved by the shipper in writing before the  
134 performance of any service which authorizes services from the  
135 named mover and lists the services and all costs associated with  
136 the household move and accessorial services to be performed.

137 (7)~~(5)~~ "Department" means the Department of Agriculture and  
138 Consumer Services.

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

144 (8)~~(7)~~ "Household goods" or "goods" means personal effects  
145 or other personal property commonly found in a home, personal

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146 residence, or other dwelling, including, but not limited to,  
147 household furniture. The term does not include freight or  
148 personal property moving to or from a factory, store, or other  
149 place of business.

150 (9)~~(8)~~ "Household move" or "move" means the loading of  
151 household goods into a vehicle, moving container, or other mode  
152 of transportation or shipment; the transportation or shipment of  
153 those household goods; and the unloading of those household  
154 goods, when the transportation or shipment originates and  
155 terminates at one of the following ultimate locations,  
156 regardless of whether the mover temporarily stores the goods  
157 while en route between the originating and terminating  
158 locations:

159 (a) From one dwelling to another dwelling;

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

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

164 (10) "Impracticable operations" means operations of the  
165 mover which are necessary to complete the move due to  
166 substantial and unforeseen conditions arising after execution of  
167 a contract for household services. Such conditions must make it  
168 impractical for a mover to perform pickup or delivery services  
169 for a household move as originally provided in the contract.

170 (11)~~(9)~~ "Mover" means a person who, for compensation,  
171 contracts for or engages in the loading, transportation or  
172 shipment, or unloading of household goods as part of a household  
173 move. The term does not include a postal, courier, envelope, or  
174 package service that, or a personal laborer who, does not

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175 advertise ~~itself~~ as a mover or moving service.

176 (12)~~(10)~~ "Moving broker" or "broker" means a person who,  
177 for compensation, arranges for another person to load, transport  
178 or ship, or unload household goods as part of a household move  
179 or who, for compensation, refers a shipper to a mover by  
180 telephone, postal or electronic mail, Internet website, or other  
181 means.

182 (13)~~(11)~~ "Moving container" means a receptacle holding at  
183 least 200 cubic feet of volume which is used to transport or  
184 ship household goods as part of a household move.

185 (14) "Personal laborer" means an individual hired directly  
186 by the shipper to assist in the loading and unloading of the  
187 shipper's own household goods. The term does not include any  
188 individual who has contracted with or is compensated by a third-  
189 party or whose services are brokered as part of a household  
190 move.

191 (15)~~(12)~~ "Shipper" means a person who uses the services of  
192 a mover to transport or ship household goods as part of a  
193 household move.

194 (16)~~(13)~~ "Storage" means the temporary warehousing of a  
195 shipper's goods while under the care, custody, and control of  
196 the mover.

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

199 507.02 Construction; intent; application.—

200 (3) This chapter is intended to provide consistency and  
201 transparency in moving practices and to create the presumption  
202 that movers of household goods will make necessary disclosures  
203 and educate uninformed shippers in order to secure the

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204 satisfaction and confidence of shippers and members of the  
205 public when using a mover.

206 Section 3. Subsection (8) of section 507.03, Florida  
207 Statutes, is amended to read:

208 507.03 Registration.—

209 (8) The department may deny, refuse to renew, or revoke the  
210 registration of any mover or moving broker based upon a  
211 determination that the mover or moving broker, or any of the  
212 mover's or moving broker's directors, officers, owners, or  
213 general partners:

214 (a) Has failed to meet the requirements for registration as  
215 provided in this chapter;

216 (b) Has been convicted of a crime involving fraud, theft,  
217 larceny, embezzlement, or fraudulent conversion or  
218 misappropriation of property or a crime arising from conduct  
219 during a movement of household goods ~~dishonest dealing, or any~~  
220 ~~other act of moral turpitude;~~

221 (c) Has not satisfied a civil fine or penalty arising out  
222 of any administrative or enforcement action brought by any  
223 governmental agency or private person based upon conduct  
224 involving fraud, theft, dishonest dealing, or any violation of  
225 this chapter;

226 (d) Has pending against him or her any criminal,  
227 administrative, or enforcement proceedings in any jurisdiction,  
228 based upon conduct involving fraud, theft, larceny,  
229 embezzlement, or fraudulent conversion or misappropriation of  
230 property or a crime arising from conduct during a movement of  
231 household goods ~~dishonest dealing, or any other act of moral~~  
232 ~~turpitude;~~ or



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233 (e) Has had a judgment entered against him or her in any  
234 action brought by the department or the Department of Legal  
235 Affairs under this chapter or ss. 501.201-501.213, the Florida  
236 Deceptive and Unfair Trade Practices Act.

237 Section 4. Subsections (1), (3), (4), and (5) of section  
238 507.04, Florida Statutes, are amended to read:

239 507.04 Required insurance coverages; liability limitations;  
240 valuation coverage.—

241 (1) CARGO LIABILITY INSURANCE.—

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

247 2. The mover must provide the department with evidence of  
248 liability insurance coverage before the mover is registered with  
249 the department under s. 507.03. All insurance coverage  
250 maintained by a mover must remain in effect throughout the  
251 mover's registration period. ~~A mover's failure to maintain~~  
252 ~~insurance coverage in accordance with this paragraph constitutes~~  
253 ~~an immediate threat to the public health, safety, and welfare.~~  
254 ~~If a mover fails to maintain insurance coverage, the department~~  
255 ~~may immediately suspend the mover's registration or eligibility~~  
256 ~~for registration, and the mover must immediately cease operating~~  
257 ~~as a mover in this state. In addition, and notwithstanding the~~  
258 ~~availability of any administrative relief pursuant to chapter~~  
259 ~~120, the department may seek from the appropriate circuit court~~  
260 ~~an immediate injunction prohibiting the mover from operating in~~  
261 ~~this state until the mover complies with this paragraph, a civil~~

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

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

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

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

272  
273 The original bond or certificate of deposit must be filed with  
274 the department and must designate the department as the sole  
275 beneficiary. The department must use the bond or certificate of  
276 deposit exclusively for the payment of claims to consumers who  
277 are injured by the fraud, misrepresentation, breach of contract,  
278 misfeasance, malfeasance, or financial failure of the mover or  
279 moving broker or by a violation of this chapter by the mover or  
280 broker. Liability for these injuries may be determined in an  
281 administrative proceeding of the department or through a civil  
282 action in a court of competent jurisdiction. However, claims  
283 against the bond or certificate of deposit must only be paid, in  
284 amounts not to exceed the determined liability for these  
285 injuries, by order of the department in an administrative  
286 proceeding. The bond or certificate of deposit is subject to  
287 successive claims, but the aggregate amount of these claims may  
288 not exceed the amount of the bond or certificate of deposit.

289 (3) INSURANCE COVERAGES.—The insurance coverages required  
290 under paragraph (1)(a) and subsection (2) must be issued by an

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291 insurance company or carrier licensed to transact business in  
292 this state under the Florida Insurance Code as designated in s.  
293 624.01. The department shall require a mover to present a  
294 certificate of insurance of the required coverages before  
295 issuance or renewal of a registration certificate under s.  
296 507.03. The department shall be named as a certificateholder in  
297 the certificate and must be notified at least 10 days before  
298 cancellation of insurance coverage. A mover's failure to  
299 maintain insurance coverage constitutes an immediate threat to  
300 the public health, safety, and welfare. If a mover fails to  
301 maintain insurance coverage, the department may immediately  
302 suspend the mover's registration or eligibility for  
303 registration, and the mover must immediately cease operating as  
304 a mover in this state. In addition, and notwithstanding the  
305 availability of any administrative relief pursuant to chapter  
306 120, the department may seek from the appropriate circuit court  
307 an immediate injunction prohibiting the mover from operating in  
308 this state until the mover complies with this paragraph. The  
309 mover may also be assessed a civil penalty not to exceed \$5,000  
310 and court costs.

311 (4) INDEMNIFICATION LIABILITY LIMITATIONS; VALUATION  
312 RATES. ~~A mover may not limit its liability for the loss or~~  
313 ~~damage of household goods to a valuation rate that is less than~~  
314 ~~60 cents per pound per article. A provision of a contract for~~  
315 ~~moving services is void if the provision limits a mover's~~  
316 ~~liability to a valuation rate that is less than the minimum rate~~  
317 ~~under this subsection. If a mover limits its liability for a~~  
318 ~~shipper's goods, the mover must disclose the limitation,~~  
319 ~~including the valuation rate, to the shipper in writing at the~~

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320 ~~time that the estimate and contract for services are executed~~  
321 ~~and before any moving or accessorial services are provided. The~~  
322 ~~disclosure must also inform the shipper of the opportunity to~~  
323 ~~purchase valuation coverage if the mover offers that coverage~~  
324 ~~under subsection (5).~~

325 ~~(5) VALUATION COVERAGE.~~—A mover shall indemnify ~~may offer~~  
326 ~~valuation coverage to compensate a shipper for the full~~  
327 replacement value ~~loss or damage~~ of the shipper's household  
328 goods that are lost or damaged by the mover during a household  
329 move. The shipper may waive or amend the indemnification, and  
330 the waiver must be made by a signed or electronic acknowledgment  
331 in the contract ~~If a mover offers valuation coverage, the~~  
332 ~~coverage must indemnify the shipper for at least the minimum~~  
333 ~~valuation rate required under subsection (4).~~ The mover must  
334 disclose the terms of the indemnification ~~coverage~~ to the  
335 shipper in writing in ~~at the time that the~~ binding estimate and  
336 again when the contract for services is ~~are~~ executed and before  
337 any moving or accessorial services are provided. ~~The disclosure~~  
338 ~~must inform the shipper of the cost of the valuation coverage,~~  
339 ~~the valuation rate of the coverage, and the opportunity to~~  
340 ~~reject the coverage. If valuation coverage compensates a shipper~~  
341 ~~for at least the minimum valuation rate required under~~  
342 ~~subsection (4), the coverage satisfies the mover's liability for~~  
343 ~~the minimum valuation rate.~~

344 Section 5. Section 507.05, Florida Statutes, is amended to  
345 read:

346 507.05 Physical surveys, binding estimates, and contracts  
347 for service. ~~Before providing any moving or accessorial~~  
348 ~~services, a contract and estimate must be provided to a~~

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349 ~~prospective shipper in writing, must be signed and dated by the~~  
350 ~~shipper and the mover, and must include:~~

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

354 (2) WAIVER OF SURVEY.—A shipper may elect to waive the  
355 physical survey, and such waiver must be in writing and signed  
356 or electronically acknowledged by the shipper before provision  
357 or waiver of the binding estimate by the shipper. The mover  
358 shall retain a copy of the waiver as an addendum to the contract  
359 for service.

360 (3) BINDING ESTIMATE.—Before executing a contract for  
361 service for a household move, and at least 48 hours before the  
362 scheduled time and date of a shipment of household goods, a  
363 mover must provide a binding estimate. The binding estimate  
364 shall be based on a physical survey conducted under subsection  
365 (1), unless waived pursuant to subsection (2).

366 (a) The shipper may waive the binding estimate if the  
367 waiver is made by signed or electronic acknowledgment before the  
368 commencement of the 48-hour period before the household goods  
369 are loaded. The mover shall retain a copy of the waiver as an  
370 addendum to the contract for services. To be enforceable, a  
371 waiver executed under this paragraph must, at a minimum, include  
372 a statement in uppercase type that is at least 5 points larger  
373 than, and clearly distinguishable from, the rest of the text of  
374 the waiver or release containing the statement. The exact  
375 statement to be included in a waiver of a binding estimate to be  
376 used by all movers shall be determined by the department in  
377 rulemaking and must include a delineation of the specific rights

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378 that a shipper may lose by waiving the binding estimate.

379 (b) The shipper may also waive the 48-hour period if the  
380 moving services requested commence within 48 hours of the  
381 shipper's initial contact with the mover contracted to perform  
382 the moving services.

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

385 1. The table of measures or hourly quotation used by the  
386 mover or the mover's agent in preparing the binding estimate.

387 2. The date the binding estimate was prepared and the  
388 proposed date of the move, if any.

389 3. An itemized breakdown and description of services, and  
390 the total cost to the shipper of loading, transporting or  
391 shipping, unloading, and accessorial services.

392 4. A statement that the estimate is binding on the mover  
393 and the shipper and that the charges shown apply only to those  
394 services specifically identified in the estimate.

395 5. Identification of acceptable forms of payment.

396 (d) The binding estimate must be signed or electronically  
397 acknowledged by the mover and the shipper, and a copy must be  
398 provided to the shipper by the mover at the time that the  
399 binding estimate is signed or electronically acknowledged.

400 (e) A binding estimate may only be amended by the mover  
401 before the scheduled loading of household goods for shipment  
402 when the shipper has requested additional services of the mover  
403 not previously disclosed in the original binding estimate, or  
404 upon mutual agreement of the mover and the shipper. Once a mover  
405 begins to load the household goods for a move, failure to  
406 execute a new binding estimate signifies the mover has

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407 reaffirmed the original binding estimate.

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

410 1. The shipper waives receipt of a binding estimate under  
411 this subsection.

412 2. The shipper tenders additional household goods, requests  
413 additional services, or requires services that are not  
414 specifically included in the binding estimate, in which case the  
415 mover may execute an addendum to the binding estimate describing  
416 the additional household goods or need for additional services  
417 and the associated charges in writing. The mover must allow the  
418 shipper at least 1 hour to determine whether to execute the  
419 addendum. The mover may require full payment at the destination  
420 for the costs associated with the additional requested services  
421 as provided in the addendum to the binding estimate. If the  
422 shipper refuses to execute the addendum, the mover may refuse to  
423 ship the additional goods or perform the additional services  
424 requested.

425 3. The mover advises the shipper, in advance of  
426 performance, that impracticable operations are essential to  
427 properly perform the move. The mover must allow the shipper at  
428 least 1 hour to determine whether to authorize the additional  
429 services.

430 a. If the shipper agrees to pay for the impracticable  
431 operations, the mover must execute a written addendum to the  
432 contract for services, which must be signed or electronically  
433 acknowledged by the shipper. The addendum may be delivered to  
434 the shipper by personal delivery, facsimile, e-mail, overnight  
435 courier, or certified mail, with return receipt requested. The

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436 mover must bill the shipper for the agreed upon additional  
437 services within 15 days after the delivery of those additional  
438 services pursuant to s. 507.065.

439 b. If the shipper does not agree to pay for the additional  
440 services, the mover may perform and, pursuant to s. 507.06, bill  
441 the shipper for those additional services necessary to complete  
442 the delivery. It is the mover's burden to show that the  
443 impracticable operations were necessary to properly perform the  
444 move.

445 (g) A mover shall retain a copy of the binding estimate and  
446 any addendums thereto for each move performed for at least 1  
447 year after its preparation date as an attachment to the contract  
448 for service.

449 (4) CONTRACT FOR SERVICE.—Before providing any moving or  
450 accessorial services, a mover must provide a contract for  
451 service to the shipper, which the shipper must sign or  
452 electronically acknowledge and date.

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

454 1.~~(1)~~ The name, telephone number, and physical address  
455 where the mover's employees are available during normal business  
456 hours.

457 2.~~(2)~~ The date the contract ~~was~~ ~~or estimate~~ ~~is~~ prepared and  
458 the ~~any~~ proposed date of the move, if any.

459 3.~~(3)~~ The name and address of the shipper, the addresses  
460 where the articles are to be picked up and delivered, and a  
461 telephone number where the shipper may be reached.

462 4.~~(4)~~ The name, telephone number, and physical address of  
463 any location where the household goods will be held pending  
464 further transportation, including situations in which ~~where~~ the



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465 mover retains possession of household goods pending resolution  
466 of a fee dispute with the shipper.

467 5.(5) A binding estimate provided in accordance with  
468 subsection (3) An itemized breakdown and description and total  
469 of all costs and services for loading, transportation or  
470 shipment, unloading, and accessorial services to be provided  
471 during a household move or storage of household goods.

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

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

478 8.(6) Acceptable forms of payment, which must be clearly  
479 and conspicuously disclosed to the shipper on the binding  
480 estimate and the contract for services. A mover must shall  
481 accept at least a minimum of two of the three following forms of  
482 payment:

483 a.(a) Cash, cashier's check, money order, or traveler's  
484 check;

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

487 c.(c) Valid credit card, which shall include, but not be  
488 limited to, Visa or MasterCard.

489

490 ~~A mover must clearly and conspicuously disclose to the shipper~~  
491 ~~in the estimate and contract for services the forms of payments~~  
492 ~~the mover will accept, including the forms of payment described~~  
493 ~~in paragraphs (a) (c).~~

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

496 (c) A copy of the contract for service must accompany the  
497 household goods whenever they are in the mover's or the mover's  
498 agent's possession. Before a vehicle that is being used for the  
499 move leaves the point of origin, the driver responsible for the  
500 move must have the contract for service in his or her  
501 possession.

502 (d) A mover shall retain a contract for service for each  
503 move it performs for at least 1 year after the date the contract  
504 for service was signed or electronically acknowledged.

505 Section 6. Section 507.054, Florida Statutes, is created to  
506 read:

507 507.054 Publication.—

508 (1) The department shall prepare a publication that  
509 includes a summary of the rights and responsibilities of, and  
510 remedies available to movers and shippers under this chapter.  
511 The publication must include a statement that a mover's failure  
512 to relinquish household goods as required by this chapter  
513 constitutes a felony of the third degree, punishable as provided  
514 in s. 775.082, s. 775.083, or s. 775.084, that any other  
515 violation of this chapter constitutes a misdemeanor of the first  
516 degree, punishable as provided in s. 775.082 or s. 775.083, and  
517 that any violation of this chapter constitutes a violation of  
518 the Florida Deceptive and Unfair Trade Practices Act. The  
519 publication must also include a notice to the shipper about the  
520 potential risks of shipping sentimental or family heirloom  
521 items. The department shall make the publication available to  
522 the public on the department's website.

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523 (2) A mover must provide an electronic or hard copy of the  
524 department's publication to shippers at the physical survey, or  
525 if the physical survey is timely waived by the shipper, before  
526 contracting for the household move.

527 (3) A mover may customize the color, design, and dimension  
528 of the front and back covers of the standard department  
529 publication. If the mover customizes the publication, the  
530 customized publication must include the content specified in  
531 subsection (1) and meet the following requirements:

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

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

539 (4) The shipper must acknowledge receipt of the electronic  
540 or hard copy of the publication by signed or electronic  
541 acknowledgment in the contract.

542 Section 7. Section 507.055, Florida Statutes, is created to  
543 read:

544 507.055 Required disclosure and acknowledgment of rights  
545 and remedies.—Before executing a contract for service for a  
546 move, a mover must provide to a prospective shipper all of the  
547 following:

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

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

551 Section 8. Subsections (1) and (3) of section 507.06,

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552 Florida Statutes, are amended, and subsection (4) is added to  
553 that section, to read:

554 507.06 Delivery and storage of household goods.—

555 (1) On the agreed upon delivery date or within the  
556 timeframe specified in the contract for service, a mover must  
557 relinquish household goods to a shipper and must place the  
558 household goods inside a shipper's dwelling or, if directed by  
559 the shipper, inside a storehouse or warehouse that is owned or  
560 rented by the shipper or the shipper's agent, unless the shipper  
561 has not tendered payment pursuant to s. 507.065 ~~in the amount~~  
562 ~~specified in a written contract or estimate signed and dated by~~  
563 ~~the shipper.~~ This requirement may be waived by the shipper. A  
564 mover may not, under any circumstances, refuse to relinquish  
565 prescription medicines and household goods for use by children,  
566 including children's furniture, clothing, or toys, ~~under any~~  
567 ~~circumstances.~~

568 (3) A mover that lawfully fails to relinquish a shipper's  
569 household goods may place the goods in storage until payment in  
570 accordance with s. 507.065 is tendered; however, the mover must  
571 notify the shipper of the location where the goods are stored  
572 and the amount due within 5 days after receipt of a written  
573 request for that information from the shipper, which request  
574 must include the address where the shipper may receive the  
575 notice. A mover may not require a prospective shipper to waive  
576 any rights or requirements under this section.

577 (4) If a mover becomes aware that it will be unable to  
578 perform either the pickup or the delivery of household goods on  
579 the date agreed upon or during the timeframe specified in the  
580 contract for service due to circumstances not anticipated by the

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581 contract, the mover shall notify the shipper of the delay and  
582 advise the shipper of the amended date or timeframe within which  
583 the mover expects to pick up or deliver the household goods in a  
584 timely manner.

585 Section 9. Section 507.065, Florida Statutes, is created to  
586 read:

587 507.065 Payment.-

588 (1) Except as provided in s. 507.05(3), the maximum amount  
589 that a mover may charge before relinquishing household goods to  
590 a shipper is the exact amount of the binding estimate, unless  
591 waived by the shipper.

592 (2) A mover must bill a shipper for any charges assessed  
593 under this chapter which are not collected upon delivery of  
594 household goods at their destination within 15 days after such  
595 delivery. A mover may assess a late fee for any uncollected  
596 charges if the shipper fails to make payment within 30 days  
597 after receipt of the bill.

598 Section 10. Subsections (1), (4), and (5) and paragraphs  
599 (a) and (b) of subsection (6) of section 507.07, Florida  
600 Statutes, are amended to read:

601 507.07 Violations.-It is a violation of this chapter:

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

607 (4) To increase the contracted cost ~~fail to honor and~~  
608 ~~comply with all provisions of the contract for moving services~~  
609 in any way other than provided for in this chapter ~~or bill of~~

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610 ~~lading regarding the purchaser's rights, benefits, and~~  
611 ~~privileges thereunder.~~

612 (5) To withhold delivery of household goods or in any way  
613 hold household goods in storage against the expressed wishes of  
614 the shipper if payment has been made as delineated in the  
615 binding estimate or contract for services, or pursuant to this  
616 chapter.

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

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

623 Section 11. Section 507.09, Florida Statutes, is amended to  
624 read:

625 507.09 Administrative remedies; penalties.—

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

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

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

634 (c) Directing that the person cease and desist specified  
635 activities.

636 (d) Refusing to register or revoking or suspending a  
637 registration.

638 (e) Placing the registrant on probation, subject to the

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639 conditions specified by the department.

640       (2) The department shall, upon notification and subsequent  
641 written verification by a law enforcement agency, a court, a  
642 state attorney, or the Department of Law Enforcement,  
643 immediately suspend a registration or the processing of an  
644 application for a registration if the registrant, applicant, or  
645 an officer or director of the registrant or applicant is  
646 formally charged with a crime involving fraud, theft, larceny,  
647 embezzlement, or fraudulent conversion or misappropriation of  
648 property or a crime arising from conduct during a movement of  
649 household goods until final disposition of the case or removal  
650 or resignation of that officer or director.

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

654       ~~(3) The department may adopt rules under ss. 120.536(1) and~~  
655 ~~120.54 to administer this chapter.~~

656       Section 12. Subsection (4) of section 507.10, Florida  
657 Statutes, is amended to read:

658       507.10 Civil penalties; remedies.—

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

664       Section 13. Section 507.11, Florida Statutes, is amended to  
665 read:

666       507.11 Criminal penalties.—

667       (1) The refusal of a mover or a mover's employee, agent, or

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668 contractor to comply with an order from a law enforcement  
669 officer to relinquish a shipper's household goods after the  
670 officer determines that the shipper has tendered payment in  
671 accordance with s. 507.065 ~~of the amount of a written estimate~~  
672 ~~or contract~~, or after the officer determines that the mover did  
673 not produce a signed or electronically acknowledged binding  
674 estimate or contract for service upon which demand is being made  
675 for payment, is a felony of the third degree, punishable as  
676 provided in s. 775.082, s. 775.083, or s. 775.084. A mover's  
677 compliance with an order from a law enforcement officer to  
678 relinquish household goods to a shipper is not a waiver or  
679 finding of fact regarding any right to seek further payment from  
680 the shipper.

681 (2) Except as provided in subsection (1), any person or  
682 business that violates this chapter commits a misdemeanor of the  
683 first degree, punishable as provided in s. 775.082 or s.  
684 775.083.

685 Section 14. Section 507.14, Florida Statutes, is created to  
686 read:

687 507.14 Rulemaking.—The department shall adopt rules to  
688 administer this chapter.

689 Section 15. This act shall take effect July 1, 2015.