

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  
7 may deny, refuse to renew, or revoke the registration  
8 of a mover or moving broker; amending s. 507.04, F.S.;  
9 removing a prohibition that precludes a mover from  
10 limiting its liability for the loss or damage of  
11 household goods to a specified valuation rate;  
12 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; authorizing the shipper to waive or  
18 amend the indemnification for loss of or damage to the  
19 shipper's household goods; requiring that the waiver  
20 be made in a signed or electronic acknowledgment in  
21 the contract; revising the time at which the mover  
22 must disclose the terms of the coverage to the shipper  
23 in writing; revising the information that the  
24 disclosure must provide to the shipper; amending s.  
25 507.05, F.S.; requiring a mover to conduct a physical  
26 survey and provide a binding estimate unless waived by

27 | the shipper; requiring specified content for the  
28 | binding estimate; authorizing a shipper to waive the  
29 | binding estimate in certain circumstances; requiring  
30 | the mover and shipper to sign or electronically  
31 | acknowledge the estimate; requiring the mover to  
32 | provide the shipper with a copy of the estimate at the  
33 | time of signature or electronic acknowledgment;  
34 | providing that a binding estimate may be amended only  
35 | under certain circumstances; prohibiting a mover from  
36 | collecting more than the amount of the binding  
37 | estimate; providing exceptions; requiring a mover to  
38 | allow a shipper at least 1 hour to determine whether  
39 | to authorize impracticable operations; requiring a  
40 | mover to retain a copy of the binding estimate for a  
41 | specified period; requiring a mover to provide a  
42 | contract for service to the shipper before providing  
43 | moving or accessorial services; revising the content  
44 | of the contract for service; requiring that a copy of  
45 | the contract for service accompany household goods in  
46 | certain circumstances; requiring a driver to have  
47 | possession of the contract before leaving the point of  
48 | origin; requiring a mover to retain a contract for  
49 | service for a specified period; creating s. 507.054,  
50 | F.S.; requiring the department to prepare a  
51 | 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;  
59 requiring the shipper to acknowledge receipt of the  
60 copy of the publication by signed or electronic  
61 acknowledgment; providing penalties; creating s.  
62 507.055, F.S.; requiring a mover to provide certain  
63 disclosures to a prospective shipper; amending s.  
64 507.06, F.S.; requiring a mover to relinquish  
65 household goods on the agreed upon delivery date or  
66 within a specified period unless waived by the  
67 shipper; requiring a mover to notify and provide  
68 certain information to a shipper if the mover cannot  
69 perform delivery on the agreed upon date or during the  
70 specified period; creating s. 507.065, F.S.; providing  
71 a maximum amount that a mover may charge a shipper  
72 unless waived by the shipper; requiring a mover to  
73 bill a shipper for specified charges within a  
74 specified timeframe in certain circumstances;  
75 authorizing a mover to assess a late fee for any  
76 uncollected charges in certain circumstances; amending  
77 s. 507.07, F.S.; revising the provisions that  
78 constitute a violation of ch. 507, F.S.; conforming

79 provisions to changes made by the act; amending s.  
80 507.09, F.S.; requiring the department, upon  
81 verification by certain entities, to immediately  
82 suspend a registration or the processing of an  
83 application for a registration in certain  
84 circumstances; amending s. 507.10, F.S.; conforming a  
85 provision to changes made by the act; amending s.  
86 507.11, F.S.; conforming provisions to changes made by  
87 the act; creating s. 507.14, F.S.; requiring the  
88 department to adopt rules; providing an effective  
89 date.

90  
91 Be It Enacted by the Legislature of the State of Florida:

92  
93 Section 1. Section 507.01, Florida Statutes, is amended to  
94 read:

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

96 (1) "Accessorial services" means any service performed by  
97 a mover which results in a charge to the shipper and is  
98 incidental to the transportation or shipment of household goods,  
99 including, but not limited to, valuation coverage; preparation  
100 of written inventory; equipment, including dollies, hand trucks,  
101 pads, blankets, and straps; storage, packing, unpacking, or  
102 crating of articles; hoisting or lowering; waiting time;  
103 carrying articles excessive distances to or from the mover's  
104 vehicle, which may be cited as the term "long carry"; overtime

105 loading and unloading; reweighing; disassembly or reassembly;  
106 elevator or stair carrying; boxing or servicing of appliances;  
107 and furnishing of packing or crating materials. The term  
108 includes services not performed by the mover but performed by a  
109 third party at the request of the shipper or mover, if the  
110 charges for these services are to be paid to the mover by the  
111 shipper at or before 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 for service, and results in a charge to the shipper.

116 (3)-2- "Advertise" means to advise, announce, give notice  
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 the 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  
130 pro 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  
138 and Consumer Services.

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

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

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

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

186        (14) "Personal laborer" means a person hired directly by  
 187        the shipper to assist in the loading and unloading of the  
 188        shipper's household goods. The term does not include any person  
 189        who has contracted with or is compensated by a third party or  
 190        whose services are brokered as part of a household 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  
 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  
 210 the 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  
 215 as 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 ~~dishonest dealing, or any other act~~  
 219 ~~of moral turpitude;~~

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

225 (d) Has pending against him or her any criminal,  
 226 administrative, or enforcement proceedings in any jurisdiction,  
 227 based upon conduct involving fraud, theft, larceny,  
 228 embezzlement, or fraudulent conversion or misappropriation of  
 229 property ~~dishonest dealing, or any other act of moral turpitude;~~  
 230 or

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

235 Section 4. Subsections (1), (3), (4), and (5) of section  
236 507.04, Florida Statutes, are amended to read:

237 507.04 Required insurance coverages; liability  
238 limitations; valuation coverage.—

239 (1) CARGO LIABILITY INSURANCE.—

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

245 2. The mover must provide the department with evidence of  
246 liability insurance coverage before the mover is registered with  
247 the department under s. 507.03. All insurance coverage  
248 maintained by a mover must remain in effect throughout the  
249 mover's registration period. ~~A mover's failure to maintain  
250 insurance coverage in accordance with this paragraph constitutes  
251 an immediate threat to the public health, safety, and welfare.  
252 If a mover fails to maintain insurance coverage, the department  
253 may immediately suspend the mover's registration or eligibility  
254 for registration, and the mover must immediately cease operating  
255 as a mover in this state. In addition, and notwithstanding the  
256 availability of any administrative relief pursuant to chapter  
257 120, the department may seek from the appropriate circuit court  
258 an immediate injunction prohibiting the mover from operating in  
259 this state until the mover complies with this paragraph, a civil  
260 penalty not to exceed \$5,000, and court costs.~~

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

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

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

270

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

287 (3) INSURANCE COVERAGES.—The insurance coverages required  
 288 under paragraph (1) (a) and subsection (2) must be issued by an  
 289 insurance company or carrier licensed to transact business in  
 290 this state under the Florida Insurance Code as designated in s.  
 291 624.01. The department shall require a mover to present a  
 292 certificate of insurance of the required coverages before  
 293 issuance or renewal of a registration certificate under s.  
 294 507.03. The department shall be named as a certificateholder in  
 295 the certificate and must be notified at least 10 days before  
 296 cancellation of insurance coverage. A mover's failure to  
 297 maintain insurance coverage constitutes an immediate threat to  
 298 the public health, safety, and welfare. If a mover fails to  
 299 maintain insurance coverage, the department may immediately  
 300 suspend the mover's registration or eligibility for  
 301 registration, and the mover must immediately cease operating as  
 302 a mover in this state. In addition, and notwithstanding the  
 303 availability of any administrative relief pursuant to chapter  
 304 120, the department may seek from the appropriate circuit court  
 305 an immediate injunction prohibiting the mover from operating in  
 306 this state until the mover complies with this subsection. The  
 307 mover may also be assessed a civil penalty not to exceed \$5,000  
 308 and court costs.

309 (4) INDEMNIFICATION ~~LIABILITY LIMITATIONS; VALUATION~~  
 310 ~~RATES.—A mover may not limit its liability for the loss or~~  
 311 ~~damage of household goods to a valuation rate that is less than~~  
 312 ~~60 cents per pound per article. A provision of a contract for~~

313 ~~moving services is void if the provision limits a mover's~~  
314 ~~liability to a valuation rate that is less than the minimum rate~~  
315 ~~under this subsection. If a mover limits its liability for a~~  
316 ~~shipper's goods, the mover must disclose the limitation,~~  
317 ~~including the valuation rate, to the shipper in writing at the~~  
318 ~~time that the estimate and contract for services are executed~~  
319 ~~and before any moving or accessorial services are provided. The~~  
320 ~~disclosure must also inform the shipper of the opportunity to~~  
321 ~~purchase valuation coverage if the mover offers that coverage~~  
322 ~~under subsection (5).~~

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

339 ~~compensates a shipper for at least the minimum valuation rate~~  
340 ~~required under subsection (4), the coverage satisfies the~~  
341 ~~mover's liability for the minimum valuation rate.~~

342 Section 5. Section 507.05, Florida Statutes, is amended to  
343 read:

344 507.05 Physical surveys, binding estimates, and contracts  
345 for service. ~~Before providing any moving or accessorial~~  
346 ~~services, a contract and estimate must be provided to a~~  
347 ~~prospective shipper in writing, must be signed and dated by the~~  
348 ~~shipper and the mover, and must include:~~

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

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

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

363 (a) The shipper may waive the binding estimate if the  
364 waiver is made in writing and is signed or electronically

365 acknowledged before the commencement of the 48-hour period  
366 before the household goods are loaded. The mover shall retain a  
367 copy of the waiver as an addendum to the contract for service.  
368 To be enforceable, a waiver executed under this paragraph must,  
369 at a minimum, include a statement in uppercase type that is at  
370 least 5 points larger than, and clearly distinguishable from,  
371 the rest of the text of the waiver or release containing the  
372 statement. Such statement must be used in the exact form that  
373 the department determines by rule and must delineate the  
374 specific rights that a shipper may lose by waiving the binding  
375 estimate. Any waiver of a binding estimate must include such  
376 statement.

377 (b) The shipper may also waive the 48-hour period if the  
378 moving services requested commence within 48 hours of the  
379 shipper's initial contact with the mover.

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

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

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

386 3. An itemized breakdown and description of services, and  
387 the total cost to the shipper of loading, transporting or  
388 shipping, unloading, and accessorial services.

389 4. A statement that the estimate is binding on the mover  
390 and the shipper and that the charges shown apply only to those

391 services specifically identified in the estimate.

392 5. Identification of acceptable forms of payment.

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

397 (e) A binding estimate may be amended by the mover before  
398 the scheduled loading of household goods for transportation or  
399 shipment only if the shipper has requested additional services  
400 of the mover, tendered additional goods, or required services  
401 that are not specifically included or previously disclosed in  
402 the original binding estimate, or upon mutual agreement of the  
403 mover and the shipper. Once a mover begins to load the household  
404 goods for a move, failure to execute a new binding estimate or  
405 addendum signifies that the mover has reaffirmed the original  
406 binding estimate.

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

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

411 2. The shipper tenders additional household goods,  
412 requests additional services, or requires services that are not  
413 specifically included in the binding estimate, in which case the  
414 mover may execute an addendum to the binding estimate describing  
415 the additional household goods or need for additional services  
416 and the associated charges in writing. The mover must allow the



417 shipper at least 1 hour to determine whether to execute the  
418 addendum. The mover may require full payment at the destination  
419 for the costs associated with the requested additional services  
420 as provided in the addendum to the binding estimate. If the  
421 shipper refuses to execute the addendum, the mover may refuse to  
422 ship the additional goods or perform the additional services  
423 requested; or

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

429 a. If the shipper agrees to pay for the impracticable  
430 operations, the mover must execute a written addendum to the  
431 contract for service, which must be signed or electronically  
432 acknowledged by the shipper. The addendum may be delivered to  
433 the shipper by personal delivery, facsimile, e-mail, overnight  
434 courier, or certified mail, with return receipt requested. The  
435 mover must bill the shipper for the agreed upon impracticable  
436 operations within 15 days after the delivery of those  
437 impracticable operations pursuant to s. 507.065.

438 b. If the shipper does not agree to pay for the  
439 impracticable operations, the mover may perform and, pursuant to  
440 s. 507.065, bill the shipper for those impracticable operations  
441 necessary to complete the delivery. It is the mover's burden to  
442 show that the impracticable operations were necessary to

443 properly perform the move.

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

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

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

453 1.(1) The name, telephone number, and physical address  
 454 where the mover's employees are available during normal business  
 455 hours.

456 2.(2) The date the contract ~~was~~ ~~or estimate~~ is prepared  
 457 and ~~the any~~ proposed date of the move, if any.

458 3.(3) The name and address of the shipper, the addresses  
 459 where the articles are to be picked up and delivered, and a  
 460 telephone number where the shipper may be reached.

461 4.(4) The name, telephone number, and physical address of  
 462 any location where the household goods will be held pending  
 463 further transportation, including situations in which ~~where~~ the  
 464 mover retains possession of household goods pending resolution  
 465 of a fee dispute with the shipper.

466 5.(5) A binding estimate provided in accordance with  
 467 subsection (3) ~~An itemized breakdown and description and total~~  
 468 ~~of all costs and services for loading, transportation or~~

469 ~~shipment, unloading, and accessorial services to be provided~~  
470 ~~during a household move or storage of household goods.~~

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

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

477 8.(6) Acceptable forms of payment, which must be clearly  
478 and conspicuously disclosed to the shipper on the binding  
479 estimate and the contract for service. A mover must ~~shall~~ accept  
480 at least a minimum of two of the three following forms of  
481 payment:

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

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

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

488

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

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

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

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

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

506 507.054 Publication.—

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

521 the public on the department's website.

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

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

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

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

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

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

543 507.055 Required disclosure and acknowledgment of rights  
544 and remedies.—Before executing a contract for service for a  
545 move, a mover must provide to a prospective shipper all of the  
546 following:

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

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

550 Section 8. Subsections (1) and (3) of section 507.06,  
 551 Florida Statutes, are amended, and subsection (4) is added to  
 552 that section, to read:

553 507.06 Delivery and storage of household goods.—

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

567 (3) A mover that lawfully fails to relinquish a shipper's  
 568 household goods may place the goods in storage until payment in  
 569 accordance with s. 507.065 is tendered; however, the mover must  
 570 notify the shipper of the location where the goods are stored  
 571 and the amount due within 5 days after receipt of a written  
 572 request for that information from the shipper, which request

573 must include the address where the shipper may receive the  
574 notice. A mover may not require a prospective shipper to waive  
575 any rights or requirements under this section.

576 (4) If a mover becomes aware that it cannot perform the  
577 pickup or the delivery of household goods on the date agreed  
578 upon or during the timeframe specified in the contract for  
579 service due to circumstances not anticipated by the contract for  
580 service, the mover shall notify the shipper of the delay and  
581 advise the shipper of the amended date or timeframe within which  
582 the mover expects to pick up or deliver the household goods in a  
583 timely manner.

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

586 507.065 Payment.—

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

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

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

599 507.07 Violations.—It is a violation of this chapter:

600 (1) To operate ~~conduct business as a mover or moving~~  
 601 ~~broker, or advertise to engage in violation the business of,~~  
 602 ~~moving or fail to comply with, ss. 507.03-507.08, or any other~~  
 603 ~~requirement under this chapter offering to move, without being~~  
 604 ~~registered with the department.~~

605 (4) To increase the contracted cost ~~fail to honor and~~  
 606 ~~comply with all provisions of the contract for moving, loading,~~  
 607 ~~shipping, transporting, or unloading services in any way other~~  
 608 ~~than provided for in this chapter or bill of lading regarding~~  
 609 ~~the purchaser's rights, benefits, and privileges thereunder.~~

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

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

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

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

624 507.09 Administrative remedies; penalties.—



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

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

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

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

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

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

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

649 (3) The administrative proceedings that ~~which~~ could result  
650 in the entry of an order imposing any of the penalties specified

651 in subsection (1) or subsection (2) are governed by chapter 120.

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

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

656 507.10 Civil penalties; remedies.—

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

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

665 507.11 Criminal penalties.—

666 (1) The refusal of a mover or a mover's employee, agent,  
 667 or contractor to comply with an order from a law enforcement  
 668 officer to relinquish a shipper's household goods after the  
 669 officer determines that the shipper has tendered payment in  
 670 accordance with s. 507.065 ~~of the amount of a written estimate~~  
 671 ~~or contract,~~ or after the officer determines that the mover did  
 672 not produce a signed or electronically acknowledged binding  
 673 estimate or contract for service upon which demand is being made  
 674 for payment, is a felony of the third degree, punishable as  
 675 provided in s. 775.082, s. 775.083, or s. 775.084. A mover's  
 676 compliance with an order from a law enforcement officer to

677 | relinquish household goods to a shipper is not a waiver or  
678 | finding of fact regarding any right to seek further payment from  
679 | the shipper.

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

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

686 |       507.14 Rulemaking.—The department shall adopt rules to  
687 | administer this chapter.

688 |       Section 15. This act shall take effect July 1, 2016.